

Development Monitoring and Evaluation Office

Request for Proposal (RFP) for Evaluation of Mahatma Gandhi National Rural Employment Guarantee Scheme

Responses to Queries of Bidders

S. No.	RFP Clause	Query	Response
Invitation for Proposals			
1	Clause 1.6: Brief description of the selection process Clause 1.8 Schedule of Selection Process	Know about the proposal process, key criteria of selection, and timeline.	Refer to clause 1.6 and 1.8 i.e. Brief description of the Selection Process and Schedule of selection process respectively.
2	Clause 1.8: Schedule of Selection Process	We are evaluating the Scope of Work/ resources required for the project and other terms and conditions mentioned in the RFP. As it is a competitive bidding process we request you kindly extend the Proposal Due Date atleast 15 working days i.e. 25.11.2024 Time 17.00 Hrs	No Changes Contemplated
3	Clause 2.1: Scope of Proposal	Can we bid in a consortium?	Yes. Refer Clause 2.1: Scope of Proposal which is self-explanatory.

4	Clause 2.1.1: Scope of Proposal	I want to know more towards consortium, interventions and study areas.	Refer Clause 2.1: Scope of Proposal which is self-explanatory.
5	Clause 2.1.1 and Clause 2.1.4 under Scope of Proposal	Considering the nature of the work and the type of survey, agencies can involve third-party organizations to conduct field-level surveys without notifying the client. The quality of work and delivery will be ensured by the agency. Please clarify the same	No. Refer to clause 2.1.4: Scope of Proposal and Clause 5.2.3 of Schedule 1 of RFP i.e. Terms of Reference which are self-explanatory.
6	Clause 2.1.5: Key Personnel	Key Personnel - All key personnel, except content editor to be deployed for the entire duration of the evaluation study. The Consultant understands that except Content Editor all the 7 positions would be available on intermittent basis for entire duration of 6 months. The Consultant would request to share the man month engagement of each of the 8 key experts including the Content Editor.	Refer Clause 2.1.5: Key Personnel, which is self-explanatory. Content editor to be deployed only after substantial progress writing of the evaluation report. However, all other key personnels (KPs) are crucial for the successful completion of the study in a time-bound manner. Their deployment during the study period has to be planned by the consultant in a such a manner that it successful completes a quality evaluation study within the time period specified in the RFP.
7	Clause 2.2: Conditions of Minimum	Team Leader: Master's Degree (or equivalent). 15 years. At least 5 years of experience in the rural development sector or related sectors. We request	Refer Clause 2.2: Conditions of Minimum Eligibility of Applicants, which is self-explanatory

<p>Eligibility of Applicants</p>	<p>you to kindly consider MBA or Masters in Similar Field.</p> <p>As per our understanding the Social Science subjects are related to Rural Management/ Rural Development/ Social Work. We request you to kindly consider MBA or Masters in Similar Field. We request you to kindly consider MBA or Masters in Rural Management/ Rural Development/ Social Work/ Agri Economics as well as Economics/ Labour Economics/ Development Economics if the proposed resource has relevant experience.</p> <p>We request you to kindly consider MBA or master's degree (or equivalent) in Statistics/Public Policy/ Economics if the proposed resource has relevant experience.</p> <p>We request you to kindly consider MBA or B. Tech./BCA/MCA as well as Degree/ Diploma/ Certificate course in Data Science/ Data Management/ Data Analytics or related field(s) if the proposed resource has relevant experience in Data Management and Analytics.</p> <p>We request you to kindly consider MBA or Master's or bachelor's degree in English, Journalism, Mass Communication or related</p>	
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		field(s). if the proposed resource has relevant experience.	
8	Clause 2.2.2: Conditions of Minimum Eligibility of the Applicant	Conditions of Minimum Eligibility of Applicants for Labour Specialist required is Master's Degree (or equivalent) in Economics/ Labour Economics/ Development Economics or related field(s). The Consultant would like to know whether Master's in Rural Studies from Deptt. of Labour and Social Work, Patna University would be considered equivalent for the position of Labour Specialist.	Yes. Refer to Clause 2.2. i.e. Conditions of Minimum Eligibility of Applicants which is clear and self-explanatory.
9	Clause 2.2.2 (A): General Conditions of the Applicant	We would like to humbly submit that the eligibility criteria/declaration regarding prior blacklisting is open ended in terms of the time period. We request you to kindly limit the eligibility criteria regarding blacklisting to bidders not blacklisted as on the date of submission of the bid. We also request you to kindly allow Bidders to declare that they are not debarred or blacklisted by the Central Government, any State Government, a Statutory Authority, or a Public-Sector Undertaking, from participating in any consulting assignment.	No changes contemplated.

10	Clause 2.2.2(A): Conditions of Minimum Eligibility of Applicants	We are an ICSSR, New Delhi affiliated institute supported by Govt of Gujarat, are we eligible.	Condition of Minimum Eligibility of Applicants as per Clause 2.2.2 (A) is self-explanatory
11	Clause 3.1.5: Eligible assignments	We request you kindly modify the Clauses as follows: Assessment/research/evaluation study in Rural Development/ Social Sector or Similar Field sector conducted for Union/State Government, regulatory commission, tribunal, bilateral agencies, multilateral agencies, statutory authorities, public sector entities in India covering a minimum sample size of 1000 respondents	No changes contemplated.
12	Clause 2.2.2(c): Financial Capacity of Applicants	Financial Eligibility too tight	No changes contemplated.
13	Clause 2.2.2(c) Financial Capacity of Applicants	As an Impact Assessment company, we are a new venture from Kerala. But personally, each of our team members has more than 5 years' experience in the same field. And we dont have more than 5 crore turnover also. Can we participate?	No, as you would not fulfil the financial capacity criteria. Refer Clause 2.2.2(c) Financial Capacity of Applicants which is self-explanatory.

14	Clause 2.2.2(c) Financial Capacity of Applicants	In the RFP it was mentioned average turnover of the applicant should be INR 5 CR in any of the 3 financial years. Please let us know whether it's for last 3 years?	Conditions of Minimum Eligibility of Applicants as per Clause 2.2.2(c) is self-explanatory. The Applicant shall have a minimum annual total revenue of ₹ 5(five) crore per annum during any of the 3 (three) financial years out of preceding 5(five) financial years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24)
15	Clause 2.2.2(c) Financial Capacity & 2.2.3: Conditions of Minimum Eligibility of Applicants	Whether average of any 3 financial year in last 5 years will be taken into calculation for turnover of 5 crores.	Refer Clause 2.2.2(c) Financial Capacity & 2.2.3 Conditions of Minimum Eligibility of Applicants, which are self-explanatory.
16	Clause 2.2.2(c) Financial Capacity of Applicants	If the lead firm has no year with turnover Rs 5Cr in last five years but collaborating partner has, will it work!!	NO. Refer Clause 2.2.2(c) Financial Capacity of Applicants
17	Clause 2.2.4	In lieu of POA, can we submit Board Authorization certificate?	Refer clause 2.2.4 which is self-explanatory
18	Clause 2.2.6, Sl. No. 6 of Appendix-I Form 1:	We request the client to modify the undertaking to the effect that any such termination should have been approved/upheld by any court decree or	No changes contemplated.

	Letter of Proposal, Sl. No. 1.6 (iii) and (iv) of Appendix -I: Form 2: Particulars of Applicant	arbitral award against the bidder to such effect. Further for performance, we confirm there is no instance of any contract having been terminated on account of any determined non-performance of contract. Our undertaking shall be subject to the aforesaid clarifications. Please confirm.	
19	Clause 2.17: Proposal Due Date	Considering the holidays and complexity of the proposal to be submitted we kindly request from an extension of 7 days of the deadline.	No changes contemplated.
20	Clause 2.20: Bid Security	If security deposit need to be paid for bidding	Yes. Refer clause 2.20: Bid security which is self-explanatory.
21	Clause 2.20: Bid Security	In case of consortium partner, MSME certificate of lead partner would be required or other partner can also have MSME certificate for bid security exemption	MSME certificate (UDYAM registration) of lead partner would be required. Further, refer clause 2.20: Bid security which is self-explanatory.
22	Clause 2.26.1: Substitution of Key Personnel	We request relaxation in the substitution of resources. Kindly allow the substitution of resources in case a resource has resigned from the organization or for any other reason, such as a transfer or relocation request to another location or project because of medical reasons or family emergengies. The substitution is requested to be allowed if equivalent or better CVs are being	No changes contemplated.

		proposed after the proper handover of the activities previously handled by the resource.	
23	Clause 2.26.2: Substitution of Key Personnel, Clause 4.4 Substitution of Key Personnel in Schdule 2: Form of Agreement	There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.	No changes contemplated. Refer Clause 2.26.2 Substitution of Key Personnel and Clause 4.4 Substitution of Key Personnel in Schedule 2: Form of Agreement which are self-explanatory
24	Clause 2.26.3: Substitution of Key Personnel	There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow exceptions to this clause. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.	No changes contemplated. Refer Clause 2.26.3 Substitution of Key Personnel which is self-explanatory
25	Clause 2.26.4: Substitution of Key Personnel	The Agency shall strive to provide best of the resources for the assignment. It is requested to provide exception to this clause where any	No changes contemplated.

		resource replacement initiated on the request of the client shall not attract any penalty or payment deduction. We request to modify this clause.	
26	Clause 3.1.4 Scoring Criteria	10% of the maximum marks of Proposed Methodology and Work Plan are to be awarded for collaboration /consortium / partnership with academic institutions means what those who will apply in consortium mode will be getting 10% more marks"	Refer Clause 3.1.4 which is self-explanatory.
27	Clause 3.1.4: Scoring criteria	We request to kindly remove the 10% of the maximum marks of Proposed Methodology and Work Plan are to be awarded for collaboration / consortium / partnership with academic institutions.	No changes contemplated.
28	Clause 3.1.4: Scoring criteria	In RfP under the eligibility criteria, Can it be assumed that the eligible assignments include both ongoing and completed assignments?	No, only completed projects will be considered for scoring. Further, refer clause 3.1.4: scoring criteria which is self-explanatory.
29	Clause 3.1.4: Scoring criteria	Giving criteria for Relevant Experience of Applicant, Its (C) on Value of Eligibility Assignments gives range of project cost and the marks allotted are varying from 0.8 to 1.0. IIPA	No marks will be given for projects which do not meet the definition of eligible assignment. Refer Clause 3.1.4: scoring criteria which is self-explanatory.

		would like to know that if a project is less than 0.5 cr then what would be the marks?	
30	Clause 3.1.4(1): Relevant Experience of the Applicant	Please confirm if the minimum sample size of the eligible assignments will include the sample size for both quantitative and qualitative components of the assignment.	Yes. Refer Clause 3.1.4: Relevant Experience of the Applicant is self-explanatory.
31	Clause 3.1.4(1): Relevant Experience of the Applicant	Relevant Experience of the Applicant - 'Average Annual total revenue', please confirm the number of years would be considered for such calculation.	Refer Clause 2.2.2 (c) Financial Capacity which is self-explanatory. The Applicant shall have a minimum annual total revenue of ₹ 5(five) crore per annum during any of the 3 (three) financial years out of preceding 5(five) financial years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24).
32	Clause 3.1.5: Eligible Assignments	Please confirm if the requirement of minimum sample and minimum project value both are mandatory criteria or not, in general projects having sample size of around 1000 respondents have lower value of the project.	Yes, both the criteria are mandatory. Further, refer Clause 3.1.5 i.e. Eligible assignments is self-explanatory and no changes will be contemplated
33	Clause 3.1.5: Eligible Assignments	Can there be relaxation in studies conducted more than 50 lakhs from Ministry of Rural Development	Clause 3.1.5 i.e. Eligible assignments is self-explanatory and no changes will be contemplated

Schedule 1: Terms of Reference

34	Clause 4.2: Indicative coverage and sample size	The selection of districts should be random with minimum 4 districts selected from each state (at least 1 district from each quartile) – based on what? No. of Job Cards issued, or no of SC/ST households, landless and houseless families? Around 8 HHs would be selected per village comprising job card holders of which 2 beneficiaries received 100 days of work, 4 received less than 100 days of work and 2 who did not get work. – what is the time period for this? Last 1 year or more?	These details will be discussed after the award of the evaluation study and finalized with approval of DMEO.
35	Clause 4.2: Indicative coverage and sample size	Conducting a field survey in minimum 14 states covering all the zones, socio-economic status, and geography of the country and a minimum 2,508 villages and 20,065 households (HHs). The Consultant would like to know the basis for selection of 14 states covering all the zones. Around 8 HHs would be selected per village comprising job card holders of which 2 beneficiaries received 100 days of work, 4 received less than 100 days of work and 2 who did not get work. The Consultant would like to know incase the given type of HH is unavailable in the	These details will be discussed after the award of the evaluation study, and finalized with approval of DMEO.

		<p>sample village then how the given number of HHs to be covered would be managed.</p> <p>Minimum 5,016 Asset Quality assessments are to be conducted (Individual and public works in equal number) based on checklist and perception. The Consultant would like to understand from where the list of Asset Quality can be taken.</p> <p>Minimum 104 FGDs to be done with at least one from each district. Minimum 2,893 KIIs to be conducted at various levels – National, State, District, Block and village level. The Consultant would request to share the list of stakeholders for the FGDs and KIIs to be conducted at various levels.</p> <p>Field survey must ensure adequate coverage of SC/ST households, landless and houseless families. The Consultant would like to know the percentage of SC/ST households, landless and houseless families to be covered in the total household sample.</p>	
36	Clause 4.2: Indicative coverage and sample size	<p>Measure the socio-economic benefits of MGNREGS investments in rural infrastructure development. - Can more clarification be provided about this component?</p> <p>Is there a possibility that number of states and</p>	<p>Refer Clause 4.2 in schedule 1 i.e. Terms of reference, No changes will be contemplated.</p> <p>Sample size and coverage has already</p>

		<p>beneficiaries could be revised? Minimum 5,016 Asset Quality assessments are to be conducted (Individual and public works in equal number) based on checklist and perception - It would be very beneficial if more clarity could be provided for this component?</p>	<p>specified in the ToR at Clause 4.2: Indicative coverage and sample size (Details given at Annexure 1). However, minor tweaking may be done, but it will not have any substantial impact on the overall scope and coverage of the study. Further, these minor changes will be discussed after the award of the study and will be finalized with the approval of DMEO.</p>
37	Clause 4.2:Indicative coverage and sample size	<p>The sample table for quantitative has calculation error in the RFP. Considering if we take 8 households per village, the numbers of HHs per State is not matching. Kindly clarify. We assume that NITI will share the database of beneficiaries based on the required stratification with the agency. Kindly confirm. What will be the spread of the asset within the village. For individual asset is it going to be at household level, for physical assets what are the types of asset? How to select them (considering that we need to select asset build through MGNREGA and what is to be verified? Should this be done with the help of Pradhan? We note that road, water conservation structures</p>	<p>Refer Clause 4.2: Indicative sample size and coverage. Sample size and coverage has already specified in the ToR at Clause 4.2: Indicative coverage and sample size (Details given at Annexure 1). However, minor tweaking may be done, but it will not have any substantial impact on the overall scope and coverage of the study. Further, these minor changes will be discussed after the award of the study and will be finalized with the approval of DMEO.</p>

		<p>and rural infrastructure are the types of assets. However, what is considered as individual assets within Villages?</p> <p>Who are the Gram Rozgar Sahayaks. Would it be the Pradhan, PRI member, school master? At the district level how we will tap them for FGDs, will NITI team/IPs help us? Kindly clarify.</p>	
38	<p>Clause 4.2: Indicative coverage and sample size</p>	<p>A field survey is required to be carried out with 20,056 households in 2508 villages across 14 states (minimum); can you please clarify if the proportionate distribution of survey samples should be ensured across states? Also, what is the maximum number of states can be selected?</p>	<p>Refer Clause 4.2: Indicative sample size and coverage.</p> <p>Sample size and coverage has already specified in the ToR at Clause 4.2: Indicative coverage and sample size (Details given at Annexure 1). However, minor tweaking may be done, but it will not have any substantial impact on the overall scope and coverage of the study. Further, these minor changes will be discussed after the award of the study and will be finalized with the approval of DMEO.</p>

39	Clause 4.2: Indicative coverage and sample size	The Consultant would like to know in case the given type of HH is unavailable in the sample village then how the given number of HHs to be covered would be managed.	This may be discussed after the award of the study and finalized based on discussion with DMEO.
40	Clause 4.2: Indicative coverage and sample size	IF a selected village does not have a HH with 100 days guaranteed employment in the sample, what can be done?	This may be discussed after the award of the study and finalized based on discussion with DMEO.
41	Clause 5: Scope of Work	Since subcontracting is not allowed as per the RFP, request to explain the procedure to onboard the third party consultant. However if the report having the assessed by any third-party consultant may lead to a breach of confidentiality for the entire survey data and report, putting both the selected agency and NITI Ayog at risk. We are requesting minor changes to this clause. We request that the report be vetted or assessed by a highly experienced and senior staff member within the selected agency in this impact evaluation project for a transparent review.	<p>The Clause 5 of Scope of the work of the TOR has nothing to do with the subcontracting or third party consultancy. The independent assessor is not involved in the writing of the report but is a subject matter expert and can provide independent comment on it. This is similar to papers reviewed by Journals for publication and commented upon by the reviewers.</p> <p>The confidentiality clause would be the same as is applicable to any key personnel who is also not an employee of the consultant.</p> <p>If the consultant wants, an expert from such Universities/Academic Institutions which it has collaborated with for this</p>

			<p>project can become the independent assessor to ensure good quality of evaluation reports.</p> <p>Hence, no changes contemplated.</p>
42	Clause 5.2.1: Conduct a thorough Primary Survey and Research	Need more clarity on data collection.	Refer section 5.2.1: Conduct a thorough Primary Survey and Research, which is self-explanatory
43	Clause 7: Deliverables and Timelines	Considering the magnitude and scope of work is there a possibility of increasing the duration of the assignment?	Refer clause 7: Deliverables and Timelines, no changes will be contemplated in the timeline.
44	Clause 7: Deliverables and Timelines	The duration of the study is six months from the date of signing of the contract. The Consultant would request to extend the duration of the study by another six months considering sample of 20,065 households.	Refer clause 7: Deliverables and Timelines, no changes will be contemplated in the timeline.
45	Clause 7: Deliverables and Timelines	Will NITI Aayog consider a further extension in submission deadline by a week to complete all compliance-based formalities including EMD, given that there are several holidays in the coming week."	Refer clause 7: Deliverables and Timelines, no changes will be contemplated in the timeline.

46	Clause 7: Deliverables and Timelines	Considering the area, scope and number of HHs to be covered we request you kindly extend the duration of the assignment from 6 months to 18 months.	Refer clause 7: Deliverables and Timelines, no changes will be contemplated in the timeline.
47	Clause 7: Deliverables and Timelines	We request you to kindly clarify when the mid-term reports have to be submitted after how many samples or survey work coverage.	Refer clause 7: Deliverables and Timelines, no changes will be contemplated in the timeline.
48	Clause 7: Deliverables and Timelines	We request the timeline to be set at 9 months from the date of the contract. This is because the survey will cover multiple states and districts, and the sample size is large and the survey is complex. The majority of the beneficiaries to be interviewed are rural workers, and it will take time to mobilize and meet them due to their engagements in agriculture and other work.	Refer clause 7: Deliverables and Timelines, no changes will be contemplated in the timeline.
49	Clause 7: Deliverables and Timelines	We note that the timeline of the project is given as six months, but clause 2.4 of the RFP at Page 69 makes the agreement effective for three years from commencement dated. Therefore, we request you to kindly provide with a definite time period/ duration of the Contract. This will also help us in better and effective resource planning and pricing of our proposals. Further, we request the client to	Refer clause 7: Deliverables and Timelines, no changes will be contemplated in the timeline.

		kindly consider that any extension of the duration of the Contract will be based on mutually agreed terms and conditions.	
Schedule 2: Form of Agreement			
50	Clause 3.4: Liability of the consultant	We noted that the liability for damage to client's property is capped to higher of agreement value or insurance proceeds, but overall liability is uncapped. We suggest the client to cap our overall liability (without any exceptions) to the amount of fees paid to us, which is to be inclusive of all the liabilities arising from property damage, acts of gross negligence, willful misconduct or liability to third parties. We also request you to include to extend exclusion of indirect and consequential losses or damages beyond damage to client's property to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice.	No changes contemplated
51	Clause 3.5: Insurance to be taken out by the consultant	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be	No changes contemplated

		required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	
52	Clause 3.6: Accounting, inspection and auditing	Please acknowledge that our audit related obligations will be subject to foregoing statement.	No changes contemplated
53	Clause 3.10: Providing access to Project Office and Personnel	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements.	No changes contemplated
54	Clause 3.10: Providing access to Project Office and Personnel	We request to clarify the term Project Office and its applicability.	Refer Clause 3.10: Providing access to Project Office and Personnel, which is self-explanatory.

55	<p>Clause 2.23: Confidentiality, at Page 37, Clause 3.9.3: Documents prepared by the consultant to be property of the authority, at Page 78, Clause 3.11: Accuracy of Documents, at Page 78</p>	<p>There are several remedies available under law and contract to you for such breach of obligations. For eg., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section. If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p>	No changes contemplated
56	<p>Clause 2.3: Conflict of Interest, and Clause 2.7.1 (e): Acknowledgement by Applicant of Invitation for proposal. Clause 3.2. Conflict of Interest of Schedule 2: Form</p>	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests.</p>	No changes contemplated

	<p>of Agreement, Schedule 3: Guidance Note on Conflict of Interest Sl. No 7 (b) of Appendix I: Technical Proposal, Form -1: Letter of Proposal</p>	<p>Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	
57	<p>Clause 6: Payment to the Consultant</p>	<p>"It is understood that in the event of delay / non-completion of services within 2 years of the effective date, final payment will not become due to consultant, except for costs incurred to meet reimbursable expenses.</p> <p>LD/Penalty should be imposed only for delays solely attributable to the bidder and should be tightly aligned to a well laid consultative process and ascertaining the cause of the delay in question. We should not be held responsible if the work is delayed due to external factors/dependencies/reasons beyond our control. Please include detailed assumptions, dependencies,</p>	<p>No changes contemplated</p>

		exclusions and support required from client in our proposal.	
58	Section 7: Liquidity damages and Penalties	<p>"Flagged for attention of the team, Clause 7.3, ""In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.""</p> <p>It is noted that overall LD is capped to 10% of Agreement value. For Penalty/LD due to negligence or lack of due diligence, deficiency in services: The following standard mitigations are advised for negligence in performance, which the team may adopt as applicable:</p> <ol style="list-style-type: none"> 1. Ensure timely and sufficient review of WIP & Completed deliverables. The Engagement Team should have a detailed project plan on reviewing the deliverables. The Engagement Team should document the various stages/levels of review. If there is a project plan that depicts the stages of review, in place, the same should be circulated 	No changes contemplated

		<p>amongst the team members for their reference.</p> <p>2. Our approach and methodology should be pre-agreed with the client.</p> <p>3. Timely escalation of project related issues to client;</p> <p>4. Robust documentation (carefully drafted minutes of meeting with stakeholders);</p> <p>5. Interaction with third parties will be on the basis of, and in accordance with, clear instructions from the client;</p> <p>6. Briefing client specific policies/codes of conduct, if any applicable, to team members.</p> <p>7. Quality Review Partner (if appointed) to periodically review the work in progress and to review and grant concurrence to the deliverables prior to submission.</p> <p>8. Dependency risk on subconsultants (if any) to be mitigated through tight back-to-back contractual agreements with them.</p>	
59	Clause 7.2: Liquidity Damages and penalties	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	No changes contemplated
Appendix and Forms			

60	Appendix-I, Form 1: Letter of Proposal, Sl. No. 12	We request that the bidder should be allowed to declare that there are no pending investigations/proceedings by a regulatory authority against bidder or its current Board of Directors, as on the date of submission of this bid in their profession capacity in any Court of Law regarding execution of any professional project/work executed/being executed by bidder.	No changes contemplated
61	Form 3: Estimate of Personnel Costs	We kindly ask you to remove the mentioned information. Compensation for resources will be based on their experience, qualifications, and other relevant factors. The salaries paid to resources are confidential, in line with organizational policies. Since the total remuneration is already included in Format 2 as per the bidders' submissions therefore it is requested to please remove Format 3.	No changes contemplated
62	Form 12: Letter of Intent for Technical Proposal	Will the academic institutions be evaluated on the basis of their M&E experience as per the Form 12? Kindly confirm.	The collaboration sought in the RFP is with the institutions registered with the UGC in order to bring academic vigour to the evaluation study, among others.
63	No clause in RFP. Please include in	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our	No changes contemplated

	pre bid.	<p>preexisting IPRs, and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause.</p> <p>This is also the standard mentioned by MeitY in its guidelines.</p> <p>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a nonexclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables</p>	
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		for the purpose for which such deliverables are meant for client's internal business operations."	
64	No clause in RFP. Please include in pre bid.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	No changes contemplated
65	No clause in RFP. Please include in pre bid.	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will</p>	No changes contemplated

		<p>notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</p>	
66	No clause in RFP.	<p>We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed.</p> <p>Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p>	No changes contemplated
67	No clause in RFP. Please include in pre bid.	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our preexisting IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might</p>	No changes contemplated

be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause.

This is also the standard mentioned by MeitY in its guidelines.

"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a nonexclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."