

## Minutes of Pre-Bid- Meeting

**Brief Description:** Onboarding of Consulting Firm(s) for Ecosystem Expansion and Community Management for Open Network for Digital Commerce (ONDC)

**Date and Time for Pre-Bid meeting:** October 22, 2021, 2.00 PM to 3.15 PM

**Mod of Pre-Bid Meeting:** Video Conference

**The following Bidders' Representatives attended the pre-bid meeting:**

S. No.	Name of prospective bidders/Firm	Name and Designation
1.	NSDL	Rahul Patil Rashmi Gandre Amit Koul
2.	Ernst & Young	Dhruv Mangal Vikas Tiwari
3.	KPMG	Chirag Chopra
4.	ONDC Core Team	Vibhor Jain Supriyo Ghosh Kuldeep Kaul Kanika Sethi Saransh Aggarwal

QCI officials were present in the pre-bid meeting to provide clarification to the queries. The meeting began with a brief on QCI operations and ONDC project by the core committee.

In order to bring uniformity and clarity among the prospective bidders on various terms and conditions as mentioned in the RFP document, the queries received from bidder(s) during pre-bid meeting were discussed and clarified. The clarifications arrived thereof are indicated as under:

S. No.	Content of Para / Clause under Reference as per Bid Document	Queries/Suggestions	Response
1	<u>Page No. 3: Tender Summary</u>  Addressee and address at which the bid is to be submitted	The Firms requested to allow submission of bid through electronic mode as via post will take more time and asked to clarify if the proposals can be delivered by hand.	The bidders may submit the hard copy of the bid by post or by hand.  The Bidders are requested to check the QCI website for corrigendum, if any, before submission of proposals.
2	The Technical Bids and Financial Proposals may be submitted at the following address on or before October 28, 2021 by 1700 Hrs. via post	The Firms requested to extend the last date of submission of bid and provide three weeks after publishing the response to the queries for submission of the proposal given the current firm deadline.	The last date for submission of proposals has been extended till Nov 09, 2021. The Bidders are requested to check the QCI website for corrigendum, if any, before submission of proposals.
3	<u>Page 7: Detailed Resource Requirement</u>  Part-A: Ecosystem Expansion Part B: Community Management	The Firms asked to clarify if the resources could be sourced from third party/ sub-contractor.	Yes, however all responsibility and accountability attached to the assignment for prospective subcontractor shall remain with the consultant.  The terms and conditions of the assignment shall apply completely to the principal bidder in all respect.
4	<u>Page 7: Detailed Resource Requirement</u>  Preferred Requirements: Background in B2B technology sales preferred.	The Firms request to consider modifying preferred requirement for this profile from "Background in B2B technology sales preferred" to "Background in sales or technology preferred".	The proposed consultants will need to have a fair understanding of the concepts mentioned and work required to be undertaken through this contract.
	<u>3. Detailed Resource Requirements B.2</u> Community Engagement Executive Experience requirement for Community Engagement Executive  Minimum Experience Required: 1. At Least 3 Years of Work experience, of which at least 1 must be in a Community	The firm asked to clarify whether the resources proposed need to have domain specific experience in Community Engagement.	The resources are expected to have expertise in managing online communities. Preference would be given for the same if the experience is related to Technology related communities

	Management Role 2. Have a background in community-led Open-Source initiatives		
5	<b><u>Page 9: Prequalification Criteria</u></b>  The applicant shall be a single entity - Signed and Stamped copy of Certificate of Registration / Incorporation	The firms were of the view that such documents are now digitally signed by authorities and requested to confirm that such digitally signed certificates will suffice the purpose and would not require any additional signing/ stamp.	Yes, the digitally signed certificates will suffice.
6	<b><u>Page No. 10 Pre-Qualification Criteria</u></b> The applicant firm must have completed at least Five (5) major projects of value not less than 1 crore each for providing tech related services, in last five (5) financial years.  Copy of Completion certificate/ work order/Contract for each of the mentioned assignments should be submitted to this effect	The Firms has requested that consultant should be allowed to showcase experience of similar ongoing engagements as well with a requirement of minimum project execution duration of 6 months.  ii. Request you to clarify the financial years as per last five (5) financial year requirement. Should it be considered as FY 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21?  "Copy of Completion certificate/ work order/Contract/ self-certification from company secretary for each of the mentioned assignments should be submitted to this effect	The Bidders are requested to check the QCI website for corrigendum, if any, before submission of proposals.
7	<b><u>Page 10: Prequalification Criteria</u></b> The applicant should submit a bid-security declaration for waiver of EMD	Please confirm that no EMD is to be submitted and only a self-certified bid-security declaration has to be submitted.	EMD provisions are not applicable in this tender.
8	<b><u>Page No. 10 Method of Selection</u></b>  In deciding the final selection of the service provider, the technical bid of the proposal will be given a weightage of 75% and the financial bid will be given a weightage of 25%.	The Firms were of the view that the hiring criteria should be made quality focused and hence suggested that the weightage for technical and financial scores for final selection of consultant should be modified to 90%:10% /80:20%	The Bidders are requested to check the QCI website for corrigendum, if any, before submission of proposals.

9	The interested firms may bid for only one or both (A and/or B) sections of this RFP. The evaluation for both the sections shall be independent of each section. QCI reserves the right to allocate each of the consulting assignments (Part- A & B) to one or more agencies.	The Firms requested to confirm that those interested to bid for both Sections A and B need to submit separate technical and financial proposals or a consolidated/ single proposal.	The Evaluation for Part A and Part B shall be independent of each part. However, the documents can be submitted in a single bid with clear distinction between Part A and Part B.  The technical and financial bid must be separately packed and submitted in a larger sealed envelope.
10	Subcontracting may be allowed only upon written approval of QCI, the responsibility for management and liability shall rest with the selected service provider	The firms were of the view that given the criticality and sensitivity of this project, any subcontracting/ JV or subletting should not be permitted.	Sub-contracting is permitted under this contract. However, the responsibility and accountability attached to the assignment for prospective subcontractor shall remain with the selected consulting firm.  The terms and conditions of the assignment shall apply fully to the principal bidder.
11	<b><u>Page 11 Evaluation Criteria</u></b> Case study of assignments of similar scope of work and methodology followed for execution.	The Firms requested to clarify the number of Case studies to be submitted.	The Bidders are requested to check the QCI website for corrigendum, if any, before submission of proposals.
12	<b><u>Page 11 Evaluation Criteria</u></b> <b>Note III</b> The consultants proposed and shortlisted for the project will be required to be deployed on the project. No replacement shall be allowed.	The Firms requested QCI to add exception to this clause as there are chances that for reasons beyond the control of bidder, resource may no longer be available by the time work order/ LOI is issued	Considering the short deadline of the project i.e. (4 months) and the role of consultants, the short-listed consultants shall be required to be deployed on the project on full time basis and no replacement or movement shall be allowed during the course of the project.
	Bidder may propose profile of more than 1 (but not more than 5) candidate for each of the roles	For positions requiring more than 1 consultant (Senior Engagement Director and Ecosystem Program Manager), please confirm that at max 5 profiles can be submitted for each of the position.	Yes.
13	<b><u>Page 11. General Terms and Conditions</u></b>	The firms requested to clarify:	The resources can work on the project remotely

		<p>i. If the consultant resources will be provided working space by QCI or they will be required to work remotely with their presence required for key meetings.</p> <p>ii. If resources are required to work remotely, is there any specific location preference or resources can be based out of anywhere in India?</p>	<p>however the consultants may be required to be available on site on case-to-case/need basis (up to 15% of the project timeline).</p> <p>The shortlisted consultants shall strictly be required to be full time deployed on the project.</p> <p>The Bidders are requested to check the QCI website for corrigendum, if any, before submission of proposals</p>
14	<p><b><u>Page No. 12 Contract Duration</u></b> The contract shall be valid for a period of 4 months.</p>	<p>The Firms were of the view that the period of 4 months may not be sufficient to achieve all the deliverables mentioned in this project, so the extension was requested to increase duration to atleast one year.</p>	<p>As of now, there will be no change in the timeline (i.e. 4 months) for achieving deliverables on the project.</p>
15	<p><b><u>Page No. 13 General Terms and conditions</u></b> <b><u>Payment Milestone</u></b> Payment as per the Financial Bid amount will be monthly – at the end of every month, subject to the satisfactory completion of deliverables specified in the scope of work.</p>	<p>The firms requested to modify ‘Payment as per the Financial Bid amount will be monthly – at the end of every month, subject to the satisfactory performance against the deliverables as decided mutually on an ongoing basis every month’.</p>	<p>The Bidders are requested to check the QCI website for corrigendum, if any, before submission of proposals.</p>
16		<p>The Firms requested to clarify on the timeframe within which payment shall be duly made to the consulting agency.</p>	<p>The Bidders are requested to check the QCI website for corrigendum, if any, before submission of proposals.</p>
17		<p>The Firms requested to also provide clarity on reimbursement of Out-of-Pocket (‘OPEs’) expenses with respect to approval matrix, scope (what shall be considered as OPEs and what shall be excluded from it), timeline for acceptance and reimbursements, etc.</p>	<p>The Bidders are requested to check the QCI website for corrigendum, if any, before submission of proposals.</p>

18	<b>Termination of Contract</b>	The Firms requested to add following termination provision: d. 'Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to QCI if it reasonably determine that it can no longer provide the Services in accordance with applicable law or professional obligations.'	The Bidders are requested to check the QCI website for corrigendum, if any, before submission of proposals.
19	<b>Intellectual Property Rights</b>	The Firms requested to add following provision: 'Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, consultant retain all intellectual property rights in the materials (including any improvements or knowledge developed while performing the Services), and in any working papers that consultant compile and retain in connection with the services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.'	The Bidders are requested to check the QCI website for corrigendum, if any, before submission of proposals.
20	<b>Force Majeure</b>	The Firms requested to add following provisions: 'To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery	The Bidders are requested to check the QCI website for corrigendum, if any, before submission of proposals.

		<p>of Services.</p> <p>Where consultant Personnel are required to be present at Client's premises, they will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) consultant resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.'</p>	
21	<p><b>Indemnity</b></p> <p>The service provider undertakes to indemnify QCI from and any losses that QCI may incur due to any deficiency in services rendered by the service provider or any instance of corruption or improper payment.</p>	<p>The Firms requested to modify the clause as it is an open-ended criterion with unlimited risks for the consultant organization. Request you to modify the clause as below:</p> <p>'The service provider undertakes to indemnify QCI for (i) bodily injury or damage to tangible personal property caused by the consultant firm's negligence or wilful misconduct, or (ii) infringement of a third party's intellectual property.'</p>	<p>The Bidders are requested to check the QCI website for corrigendum, if any, before submission of proposals.</p>
22	<p><b>Maintenance of Confidentiality</b></p>	<p>The Firms requested to add the following provision:</p> <p>'Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such</p>	<p>The Bidders are requested to check the QCI website for corrigendum, if any, before submission of proposals.</p>

		confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 year from the date of termination of this Agreement.'	
23	<b>Limitation of Liability</b>	The Firms requested to add the following provision: 'The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.'	The Bidders are requested to check the QCI website for corrigendum, if any, before submission of proposals.
24	<b>Dispute Resolution</b>	The Firms requested to add the following provision:	The Bidders are requested to check the QCI website for corrigendum, if any, before submission



		<p>'Any dispute arising out of or in connection with this Agreement shall be referred by written notice:</p> <p>i. first to the Service Manager of each Party who shall meet and endeavour to resolve the dispute between them within five (5) Business Days of such notice; and</p> <p>ii. failing resolution of the dispute, to a senior Service Manager of the Supplier and a senior Service Manager of consultant (together the "Senior Service Managers") who shall meet and endeavour to resolve the dispute between them within ten (10) Business Days of such notice (the "Senior Service Managers' Meeting"). The joint written decision of those Senior Service Managers shall be binding on the Parties.</p> <p>If the Service Managers or Senior Service Managers are unable to resolve the dispute, the Parties shall, refer the dispute to arbitration and shall be governed by the provisions of the Arbitration &amp; Conciliation Act, 1996 (as amended). The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the Parties, and the arbitration proceedings shall be held in New Delhi. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties.'</p>	of proposals.
25	<p><b>Page No. 18 Submission of Proposal</b> Duplicate copies of Technical Bid All pages of the bid including the duplicate copies, shall be signed and stamped by the authorized signatory.</p>	The Firms requested to clarify if any duplicate copies of the technical proposal are required to be submitted as RFP does not mention any such requirement.	No copies required
26	-	Is there any flexibility to propose limited resources	To avoid multiplicity of contracts, any further

		than described in RFP's in Part A or Part B	limiting shall not be permitted. The bidders are requested to submit the proposals as per the current terms and conditions of the RFP document.
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All above points are noted and agreed by the firm.

- a. These minutes of pre-bid meeting shall form the part of bid document/Agreement.
- b. Rest of the terms and conditions and specifications of the bid document shall continue to remain same.
- c. The above amendments/ clarifications are issued for the information for all the intending bidders.
- d. The submission of bid by the firm shall be construed to be in conformity to the bid document, Corrigendum and amendments/ clarifications given above.