



# Leveraging ICT for Growth, Employment and Governance Project

Bangladesh Computer Council  
Information and Communication Technology Division  
ICT Tower, Plot # E-14/X, Agargaon, Dhaka-1207, Bangladesh.

No: 56.109.007.00.00.060.2016-2880

Date: 29 December 2016

## **Sub: Minutes of the Pre-bid meeting for Strategic CEO Outreach Services on IT/ITES Business Development for Bangladesh (Contract Package # AF-NS2)**

A Pre-bid meeting for the procurement of Strategic CEO Outreach Services on IT/ITES Business Development for Bangladesh (Contract Package # AF-NS2) was held on December 14, 2016 at 11:00 am. The pre bid meeting was chaired by Project Director Mr. Md. Rezaul Karim ndc.

2. Project officials and representatives from various firms were present (Attendance records attached as **Attachment-1**). Chairperson requested the participants to introduce themselves.
3. Chairperson welcomed the representatives of potential bidders those who attended the meeting. After introduction he requested Deputy Project Director (DPD), LICT to initiate the discussion. DPD started the discussion through power point presentation.
4. Deputy Project Director informed the milestones for this non-consulting service. The last date of the bid submission is at 3.00 PM, 11 January 2016 and the opening will be at 3.30 PM on the same date in presence of bidder's representatives (if present). No bids will be accepted after the specified time. He requested the bidders to submit a qualitative bid. He explained the bidders on the evaluation criteria specified in the bidding document. He apprised the bidders to prepare their bid in compliance all requirements as specified in ITB, BDS, GCC and SCC clauses of the bidding document.
5. He clearly discussed the bid and bid security validity period. Bid validity will be 150 days after the deadline of bid submission and the bid security will remain valid for a period of 28 days (Total 150+28=178 days) beyond the validity period of the bids.
6. He opened the floor for asking queries/ questions for clarification/interpretation, if any, on the Bid document. Project Director informed the bidders that / if they have any further quires they can send to LICT by writing before 17 December 2018.
7. The following issues regarding bid document for non-consulting services were raised and discussed in the meeting:
8. Project authority has received the following queries through email from the potential bidders. The responses are also provided against the queries (**Attachment-2**).

Having no other queries to be clarified, the meeting ended with vote of thanks from the Chair.

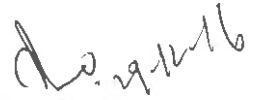
(Md. Rezaul Karim ndc)  
Project Director (Joint Secretary)

No: 56.109.007.00.00.060.2016-2880

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Copy forwarded for kind information & necessary action with request to acknowledge receipt in writing within 2 days:

1. The Boston Consulting Group, Sarl au Capital de 8.177.480 Euros. 24-26 rue Saint-Dominique. 75007 Paris. France.
2. McKinsey & Company, S-2904, 29<sup>th</sup> floor, World Trade Center, Brigade Gateway, Dr. Rajkumar Road, Malleswaram –Rajalinagar, Bengaluru-560055, India.
3. Avasant, 1960 E Grand Avenue, Suite 1050, El Segundo, California 90245.
4. S S Solution, S S Steel Building, Suite -902, 17/C Panthapath, Sukrabad, Dhaka -1205
5. Grail Consulting Services, E-253, Greater Kailash – I, New Delhi – 11048, India.
6. -----
7. Office Copy



(Md. Rezaul Karim ndc)  
Project Director (Joint Secretary)



## Leveraging ICT for Growth, Employment and Governance Project

## Bangladesh Computer Council (BCC)

Information and Communication Technology Division  
 Ministry of Posts, Telecommunications and Information Technology  
 ICT Tower (BCC Bhaban), Plot # E-14/X, Agargaon, Dhaka-1207, Bangladesh.  
 Phone: 8181392, 8181397 Fax: 8181383, E-mail: piu.lict@bcc.net.bd

No.56.109.007.00.00.060.2016

Date: December 14, 2016

## Attendance of representatives of the Bidders

Pre-Bid Meeting for "Strategic CEO Outreach Services on IT/ITES Business Development for Bangladesh Contract Package # AF-NS2).

Time: 11:00am

SL	Name and Designation	Name of the Firm	Contract Cell no and e-mail	Signature
1.	NAMRATA DUBASHI, PARTNER, INDIA	MCKINSEY & Co.	+ 91 9820087637 NAMRATA - DUBASHI @ MCKINSEY.COM	
2.	FATEMA HAQUE GM SS SOLUTIONS (PVT)	SS SOLUTIONS PVT	01787676020 fatema.haque@ SS SOLUTIONSBD.COM	
3.	Md. Erfan Associate Consultant SS Solutions	SS Solutions	01787660302 erfan.md@ssolutio nsbd.com	
4.	Md. Sayfuldin Senior Executive	eGeneration	01833328673 sayfuldin.skibden @ egeneration .com.bd	





Leveraging ICT for Growth, Employment and Governance Project

**Bangladesh Computer Council (BCC)**

Information and Communication Technology Division  
Ministry of Posts, Telecommunications and Information Technology  
ICT Tower (BCC Bhaban), Plot # E-14/X, Agargaon, Dhaka-1207, Bangladesh.  
Phone: 8181392, 8181397 Fax: 8181383, E-mail: piu.ict@bcc.net.bd

SL	Name and Designation	Name of the Firm	Contract Cell no and e-mail	Signature
5.	GURMEET S CHOPRA SR. MANAGER	AVASANT	gurmeet chopra @avasant.com +919833883775	
6.	TENDULKAR VINAYAK	THE BOSTON CONSULTING GROUP	TENDULKAR. VINAYAK@ BCG.COM +919619991556	
7.				
8.				
9.				

### Responses of Queries for Strategic CEO Outreach Services on IT/ITES Business Development for Bangladesh (Contract Package # AF-NS2)

This is for information of all concerned bidders that Instructions to Bidders (ITB) and General Conditions of Contract (GCC) clauses cannot be modified in any manner. Where an ITB or GCC clause contains reference to the Bidding Data Sheet (BDS) or Special Conditions of Contract (SCC) respectively, additional or specific information is written into the corresponding BDS or SCC clause to amplify or clarify the main BDS or SCC clause. Some of the BDS or SCC clauses may be subsequently modified as a result of suggestions received from bidders. However the BDS and SCC can never be used to circumvent in any way the intent of the parent ITB or GCC clause.

SL No.	Page No	Clause Number/Item Name	Clause / Requirement	Question/Clarification Sought	Project Response
1	4	Para 6 of Request for Bids		While the RFP states that the pay order should be in favor of Project Director, Leveraging ICT for Growth, Employment and Governance Project, it does not state the location i.e "Payable at". Should this be payable at Dhaka?	Bank Draft or Pay Order; from any schedule bank of Bangladesh.
2	4	Para 8 of Request for Bids		We understand that the bids shall be valid for a period of 150 days. Should the validity period of the bid security be the same i.e 150 days. Please confirm.	Refer to ITB clause 20.1 of Bid data Sheet: Bid security shall be valid for 150 + 28 = 178 days.
3	2	Para 3 of Request for Bids (Proposal for additional Criteria)		<ul style="list-style-type: none"> <li>As the contract scope includes working closely with local companies, we recommend addition of following qualification criteria</li> <li>j) The bidder must have a proven track record of working with at least 5 companies or organizations in Bangladesh. The bidder must submit certificates from at least 2 local employers from technology related sector</li> </ul>	Not considerable.
4	3	Para 3 of Request for Bids	Bidder Qualification criteria	<ul style="list-style-type: none"> <li>Please confirm whether we need to submit any certificates or reference letters from our partners in IT/ITES industry bodies or clients to show our qualification to meet following criteria.</li> <li>d) Bidder must have proven record of partnering (such as MOU, JV, Consortium, etc.) with at least 3 IT/ITES industry bodies for at least 5 years</li> <li>e) The bidder must have proven record in working with at least 3 technology companies of Fortune 1,000 companies in outsourcing and off-shoring experience</li> <li>f) The bidder must have proven record of working with major</li> </ul>	It is acceptable for qualification criteria 2.1 (d), (e) & (f) of Section III.



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				IT/ITES companies globally  We have confidentiality norms with our clients which restrict us to disclose their names. For clients where we do not have references, we request you to please accept a certificate from our statutory auditor that details the following: Client description, nature of project, tentative contract value and duration of the project.	
5		-	All The Document	<ul style="list-style-type: none"> <li>The scope of contract includes IT/ITES business development and we understand that IT products such as software packages, IT hardware etc. are included in the definition of IT/ITES. Please confirm our understanding.</li> </ul>	IT services typically include IT applications and engineering services, while ITES include a wide range of services delivered over electronic networks. In comparison to the manufacturing industry where products are physically visible, the "raw materials" in the IT/ITES industry are data, information and knowledge. The industry is often referred to as a "knowledge-based" industry; as such, the products and services provided are less tangible. For this reason, IT/ITES is referred to as the "Software and ITES" industry by the Bangladesh Association of Software and Information Services (BASIS) to specifically exclude IT hardware.
6	65	-	Breakdown of rates for personnel	<ul style="list-style-type: none"> <li>For Non-key experts, can we provide rates for pooled resources, without explicitly mentioning the names?</li> <li>The footnote mentions that "The table can be modified, if deemed necessary". Please confirm if we can mention rates for experts, without explicitly mentioning their names.</li> </ul>	The total amount of remuneration shall be used to calculate the local taxes (AIT & VAT). The rates of personnel will be required to amend the contract for additional services (if needed). It is preferable that the bidder will submit rate of personnel with mentioning the names.
7	63	-	Activity Schedule	The delivery date needs to be mentioned for each activity. We need to know exact starting date to calculate the delivery date. Please clarify about the starting date of the contract.	The duration of the assignment is 24 months. The delivery schedule shall be within the assignment duration. Probable contract signing date is the end of April 2017.



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8	2	Para 3(b) of Request for Bids	The bidder must have experience as prime bidder in the provision of at least one service contract of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, cited Service contract should be at least 70 percent complete) with minimum amount of contract value US\$ 3 Million or equivalent amount. The bidder will submit certificate from the previous employer (s) stating successful completion of delivery against their claimed experiences;	<p>Please clarify if the bidder needs to showcase a minimum contract value of US\$ 3 million from one project / client of services similar nature and complexity as sought by BCC.</p> <p>Can the bidder provide a list of multiple contracts / clients for whom they have provided services similar in nature and complexity as sought by BCC.</p>	The bidder must have experience as a prime bidder in a single contract with minimum contract value of US\$ 3 million. If the experience cite for an ongoing contract, the minimum completion amount should be US\$ 3 million or equivalent.
9	3	Para 3 (d) of Request for Bids	The bidder must have proven record of partnering (such as MOU, JV, Consortium, etc.) with at least 3 IT/ITES industry bodies for at least 5 years;	Is it safe to assume that providing signed contract / project award document with IT/ITES industry bodies satisfies this criterion.	Yes.
10	3	Para 3(g) of Request for Bids	The Bidder must have capacity of minimum US\$ 3 million or equivalent amount as liquid assets and/or line of credit from a reputable Bank and an eligible country (in case the Bank is located outside the Employer's country, it shall have a	<p>Please provide explanation as to what documentation is needed to support the said criterion.</p> <p>Our organization does not have any debt in our books. We do not take any loans from Bank. Will a certified statement of account suffice the bidding criteria or is there a need to show LOC?</p>	<p>Documentary evidence from a reputable Bank and an eligible country.</p> <p>Bank certificate must state that the bidder has required amount of liquid assets or line of credit. In case the Bank is located outside the Employer's country, it shall have a correspondent Bank in the Employer's country to make it enforceable.</p>





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			correspondent Bank in the Employer's country to make it enforceable);		
11	58	1.4 (Qualification Information –Section IV).	Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.	Please clarify what items need to be disclosed under this. Should Laptops be disclosed?	Employer assumption is that no major equipment is required for the services. However, the bidder may mention the list base on their proposal.
12	83	2(i) of TOR	Develop a brief and targeted sector investment strategy that assesses the potential of the IT/ITES market, with a specific focus the demand side activities needed to bring in international IT/ITES businesses and jobs enabled by validation of requisite supply side enablers. This strategy can leverage the LICT project's industry development strategy and industry promotion plan as needed.	Is it safe to assume that BCC will provide all materials that have constituted in the creation of the said "Industry development strategy roadmap and the industry promotion plan" and consultant would not be required to further research, refinement or updating of the report?	Yes. Industry development strategy roadmap <a href="http://lic.gov.bd/main/strategic">http://lic.gov.bd/main/strategic</a> Industry Promotion Plan will be shared with once the contract is signed.
13	84		Captives or non-captives entering into Bangladesh via natural organic process (not touched by any of the deal lifecycle elements) shall NOT be considered as part of the success parameter.	Is it safe to assume that BCC will share the list of organizations who have shown interest and are currently doing a due diligence on Bangladesh? What shall be the cutoff date for such ongoing deals?  What if the consulting company is able to fast track such decisions? Will they get credit for the deal closure?	No, BCC cannot share such a list.  Irrelevant if BCC does not share a list.





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14	85	3. i (c) of TOR	Develop a business development plan for the IT/ITES industry in Bangladesh. The Business Development Plan will be created for a pilot outreach program that will be conducted amongst select top tier (anchor) companies (5-7) by BCC with the necessary support from the Firm to achieve the overall job creation goal.	Please clarify how the anchor companies will be identified? Will it be part of the project for the consulting firm to identify the companies?	It will be the part of the assignment and responsibility of the firm.
15	13	ITB 5.1 (Qualification of the Bidder)		<ul style="list-style-type: none"> <li>• Do we have any constraints (minimum or maximum number of slides/ pages) on the size of the work plan, schedule and methodology? Also, is there a preferred platform (MS Word or PowerPoint or any other) for creation of these documents?</li> <li>• In which part of the proposal should the work plan, methodology and schedule be attached - Financial Part or Technical Part?</li> <li>• Our confidentiality clauses do not allow us to share the name and address of our clients; however, we can share the client description and country, would this be acceptable?</li> </ul>	<p>MS Word is preferred, no page limit.</p> <p>In the Technical part.</p> <p>According to ITB clause 18 &amp; 21, the bidder shall have to submit documentary evidence/reference.</p>
16	16	ITB 15.8		Is the lump-sum amount which will be listed as remuneration for additional services considered to calculate the 'lowest evaluated cost' for Most Advantageous Bid?	<p>The bidder quoted amount in Letter of Bid-Financial Part will be considered to determine the Most Advantageous Bid.</p> <p>The total amount of remuneration shall be used to calculate the taxes. The rates of personnel will be required to amend (if needed) the contract for additional services. It is preferable that the bidder will submit rate of personnel with mentioning the names.</p>



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17	27	ITB 35.1		Is a technical score being provided to the bid for evaluation? If yes, what are the scoring criteria, sub-criteria and points system for the evaluation of technical proposal? If a technical score is being provided, then what is the weightage of technical and financial score for evaluation of final bid score?	No.
18	47	2.1 of Section III.	Client References for qualification	We have confidentiality norms with our clients which restrict us to disclose their names. For clients where we do not have references, we request you to please accept a certificate from our statutory auditor that details the following: Client description, nature of project, tentative contract value and duration of the project.	For qualification criteria 2.1(b) & (c) of Section III, the bidder must have to submit certificate(s) from the previous employer(s) against their claimed.
19	63	-	Activity Schedule	Do we need to provide pricing on all elements on the activity schedule or pricing for individual resources engaged in the program? Doing both is not possible. Considering the RFP is tied to enabling BCC derive the outcome, we recommend pricing based on that value rather than # of resources working on the program	The bidder will have to quote for all elements in the activity schedule. The table of activity schedule may be modified by inserting new rows with new activities. Please check page 63-64.
20	85	-	Objectives of Assignment	Can you please share the official version of LICT's industry development strategy and industry promotion plan mentioned in the RFB.	Yes. Industry development strategy roadmap <a href="http://lic.gov.bd/main/strategic">http://lic.gov.bd/main/strategic</a> Industry Promotion Plan will be shared with once the contract is signed
21	85	3.i(d) of TOR		Is the vendor supposed to identify the industry champions or only provide the training and enablement to the champions that are identified by BCC?	Yes the vendor needs to identify the industry champions.
22	86	3.i (h) of TOR		Our understanding is the vendor will be responsible for identifying the right solution set for the local IT/ITes companies to develop the right solution set rather than developing the solution set it. Please confirm.	Yes the vendor will be responsible for identifying the right solution set for the local companies.
23	87	3(v) of TOR		Our understanding is the vendor will be responsible for identifying the right solution set for the local IT/ITes companies to develop the right solution set rather than developing the solution set itself. Please confirm	Vendor will be responsible for developing the solution.



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24	88	3(v) of TOR		Its our understanding that the firm will enable the closure of deals resulting in over 1000 jobs being created in 24 months and not the fulfillment of 1000 jobs in 24 months	The jobs need to be created within 24 months.
25	94		New clause for GCC 1.1	In definitions, is it possible to add a definition of "Deliverables" as follows, "Deliverables" means all final versions of materials, reports and presentations prepared by the Service Provider for delivery to the Employer and shall be owned exclusively by and be the property of Employer. Service Provider shall retain ownership of any drafts, notes, analyses, and other work papers prepared or generated by Service Provider during the course of providing the Services. This will allow BCC to retain the ownership of final deliverables (report, presentation etc.) and the service provider can retain the ownership rights of proprietary methodologies, ideas, concepts etc. used in providing the services to the BCC	Not considerable.
26	96	GCC 1.7	Inspection and Audit by the bank	<p>Just to clarify, "Supplier" in the clause 1.7 imply "Service Provider". If not kindly specify what it means.</p> <p>Our confidentiality clauses do not allow us to share information that we are bound to maintain as confidential by written obligation to a third party, would it be acceptable? Also, would it be acceptable if we do not share any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with our business, payroll information, or information or material that constitute, in the opinion of our legal counsel, legally privileged documents?</p> <p>The following clause shall be amended to read as follows: All final version of plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the</p>	<p>Yes. The meaning of Supplier and Service provider is the same.</p> <p>Not considerable. This is a Standard Procurement Document (SPD) of the World Bank for Non-Consulting Services and being used in projects that are financed, in whole or in part, by the World Bank through Investment Project Financing. ITB Clauses &amp; GCC Clauses of the SPD may not be altered or modified.</p>



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				<p>Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such final version of documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such final proposal, report, presentation, Deliverable, documents and software prepared by the Service Provider. Restrictions about the future use of these documents, if any, shall be specified in the SCC. "Notwithstanding anything contained in this Contract and SCC, Service Provider shall retain ownership of any drafts, notes, analyses, and other workpapers prepared or generated by Service Provider during the course of providing the Services. Service Provider shall also retain ownership of its underlying intellectual property, including its knowledge of business principles, and those analytical concepts, approaches, methodologies, models, processes, discoveries, ideas, and formats developed by Service Provider staff in the course of its work for the Employer, or during its own research ("Service Provider Methodology"). In the course of providing the Services, Service Provider may also develop or enhance its collective knowledge, which shall be considered Service Provider Methodology. Service Provider hereby assigns to the Employer and its Affiliates a perpetual, world-wide, limited, non-transferable license to use Service Provider Intellectual Property to the extent necessary to enable the Employer to implement the ideas and recommendations provided by Service Provider in the course of providing the Services. Service Provider hereby grants to client a limited, perpetual, worldwide, irrevocable, royalty-free, non-exclusive, non-transferable license to use, execute, reproduce, display, perform, distribute internally, and prepare derivative works of the Service Provider Methodology in conjunction with the use of the Deliverable solely for Employer's</p>	





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				internal business purposes.	
27	103	GCC 4	Non-Competition/Exclusivity Additional clause for GCC 4	<p>We always take special precautions when we serve clients in the same industry. Specifically, we will not assign consultants who have worked with you to serve a competitor on projects similar to the one BCG has undertaken with you, for at least one year following the conclusion of the individual's work with you. The only exception is that the team providing services to you may include senior professionals who serve as BCG practice area leaders (PALs) or topic experts. PALs and topic experts specialize in an industry or a specific business discipline. The involvement of such an individual in your assignment will not preclude them from working for other clients in your industry. These individuals, like all BCG personnel, will at all times maintain the confidentiality of your proprietary information and the recommendations we make to you.</p> <p><b>The Following provision new sub clause 4.3 shall be added to sub clause 4:</b></p> <p>Service Provider agrees that during the term of a specific engagement hereunder, and for one (1) year after completion of a Personnel involvement in such engagement, Service Provider will not assign such Personnel, to provide the same or similar services as those services identified in and completed pursuant to the engagement to any direct competitor of the Employer. Subject to compliance with the confidentiality restrictions contained in this Contract, the foregoing restriction shall not apply to Service Provider practice area leaders (PALs) or topic experts, who specialize in an industry or a specific business discipline. The involvement of such an individual in an engagement hereunder will not preclude them from working for other Service Provider clients.</p>	<p>Not considerable. This is a Standard Procurement Document (SPD) of the World Bank for Non-Consulting Services and being used in projects that are financed, in whole or in part, by the World Bank through Investment Project Financing. ITB Clauses &amp; GCC Clauses of the SPD may not be altered or modified.</p>



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28	101	GCC 3.3	-	<p>Is it possible to include the Employer in the scope of confidentiality clause? The following clause shall be amended to read as follows:</p> <p>The Service Provider, its Subcontractors or the Employer and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's or Service Provider's business or operations without the prior written consent of the Employer or Service Provider.</p>	<p>Not considerable. This is a Standard Procurement Document (SPD) of the World Bank for Non-Consulting Services and being used in projects that are financed, in whole or in part, by the World Bank through Investment Project Financing. ITB Clauses &amp; GCC Clauses of the SPD may not be altered or modified.</p>
29	101	GCC 3.4		<p>As per company policy, we do not share copies of our insurance policies. However, if we are awarded the contract, we can take out applicable insurance policies and issue a certificate of insurance evidencing the coverage we maintain. Would that be acceptable?</p>	<p>GCC and SCC Clauses are part of the Contract management process and hence applicable only on the winning bidder after being awarded the contract.</p> <p>The service provider shall cover all the insurance according to SCC clause 3.4 for the assignment.</p>
30	102	GCC 3.7	Documents Prepared by service provider to be the property of the employer	<p>From this clause we believe that all the final versions of plans, drawings, specifications, designs, reports and other documents and software submitted by us shall become your property. But just to clarify, the ownership of intellectual property, including knowledge of business principles, and those analytical concepts, approaches, methodologies, models, discoveries, ideas and formats created by us will be retained by service provider, is it acceptable?</p> <p>Although we accept the duty of care towards the BCC for the protection of the Confidential Information, we would want to retain the copies of the work product for the following reasons:</p> <p>a) in accordance with our practice to keep one confidential copy of every proposal, report, and presentation for our records.</p> <p>b) In accordance with the automated backup or for archival purposes.</p> <p>c) in order to preserve "evidence" of the work we completed for tax,</p>	<p>Bidder shall have to follow the relevant GCC &amp; SCC clauses.</p>



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				<p>accounting and legal reasons.</p> <p>Is it possible to amend the clause as ; All final version of plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such final version of documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such final proposal, report, presentation, Deliverable, documents and software prepared by the Service Provider. Restrictions about the future use of these documents, if any, shall be <b>specified in the SCC</b>. "Notwithstanding anything contained in this Contract and SCC, Service Provider shall retain ownership of any drafts, notes, analyses, and other workpapers prepared or generated by Service Provider during the course of providing the Services. Service Provider shall also retain ownership of its underlying intellectual property, including its knowledge of business principles, and those analytical concepts, approaches, methodologies, models, processes, discoveries, ideas, and formats developed by Service Provider staff in the course of its work for the Employer, or during its own research ("Service Provider Methodology"). In the course of providing the Services, Service Provider may also develop or enhance its collective knowledge, which shall be considered Service Provider Methodology. Service Provider hereby assigns to the Employer and its Affiliates a perpetual, world-wide, limited, non-transferable license to use Service Provider Intellectual Property to the extent necessary to enable the Employer to implement the ideas and recommendations provided by Service Provider in the course of providing the Services. Service Provider hereby grants to client a</p>	





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				limited, perpetual, worldwide, irrevocable, royalty-free, non-exclusive, non-transferable license to use, execute, reproduce, display, perform, distribute internally, and prepare derivative works of the Service Provider Methodology in conjunction with the use of the Deliverable solely for Employer's internal business purposes.	
31	102	GCC 3.8	Liquidated Damages	We request the deletion of the clause 3.8 of GCC and SCC. We agree to pay actual damages as determined by a court	Not considerable.
32	103, 113	GCC 3.11	Sustainable Procurement	We understand that these provisions are not applicable to us since we are providing CEO outreach services. Hence we request the deletion of the following clauses: - Sub clause 3.11 of GCC and SCC. - Sub clause 5.1 of SCC	Not considerable. GCC and SCC Clauses are part of the Contract management process and hence applicable only on the winning bidder after being awarded the contract.
33	106	GCC 7.1	Identifying Defects	<ul style="list-style-type: none"> <li>• If in case a notice of Defect is received and then prompt corrections have been made to the material, what would be the next steps to make the corrected deliverables accepted?</li> <li>• The following clause of GCC and SCC shall be amended to read as follows: The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the SCC. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. Defect Liability Period is as defined in the SCC. The Employer or his representatives will verify whether the deliverables are submitted in a timely manner maintaining the adequate quality. If found a portion or full of the deliverables unsatisfactory, then employer may instruct the service provider for taking measures to remedy. The Defects Liability Period is 10 (ten) Business days. Service Provider will, upon receipt of any notice of Defect, promptly corrects any material variances identified therein. Deliverables shall</li> </ul>	Not considerable.



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				be deemed accepted at such time as either (i) such Deliverable conforms to the specifications or descriptions contained in the applicable SOW; (ii) upon review is deemed satisfactory to the Employer; or (iii) Company fails to submit the above mentioned written notice ("Acceptance").	
34			Addition of new clause 9	<p>The following provision shall be added to the Contract "Non disclosure of Deliverables", so that the confidentiality of the information share with BCC is maintained.</p> <p>Notwithstanding anything contained in this Contract, Employer agrees to maintain the confidentiality of all Deliverables in accordance with the provisions of this Contract. Employer agrees that that it will not, without first obtaining the Service Provider's approval, redistribute the Deliverables outside of its organization. Service Provider's approval shall not be unreasonably withheld, but shall be conditioned upon execution of separate agreement(s) by both the Employer and the third-party to whom disclosure is to be made governing that disclosure and requiring indemnification of the Service Provider against any claims that may arise in that context.</p>	Not considerable.
35			Addition of new clause 10	<p>We request you to kindly cap our all liability for the direct damages to the total contract value. If we fail to fulfill our commitments to you, we will be liable for the damages that may result, up to the amount of the fees paid by you for that work. The following provision shall be added to the Contract "Limitation of Liability" and we request the exclusion of indirect damages.</p> <p>To the maximum extent permitted by applicable law, the Parties' exclusive remedy and entire liability for any claim related to the subject matter of this Contract, whether in contract, warranty, tort, or any other legal theory, shall be limited to the total amount paid by the Employer to the Service Provider for those Services provided hereunder upon</p>	Not considerable.



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				<p>which the liability is based. This provision is not intended to limit Employer's liability for contract sums due for Services rendered hereunder.</p> <p>Except where expressly prohibited by applicable law, in no event shall either Party be liable for any consequential, incidental, indirect, special or exemplary damages arising in connection with this agreement and/or its subject matter, regardless of the theory of liability giving rise to such damages, whether arising in contract, tort or otherwise, and regardless of whether such party was advised or aware of the possibility of such damages.</p>	

