

RFP for “Selection of Selection of consultant for Project FINnet 2.0 ”

Corrigendum and Clarification dated 10.04.2017

CORRIGENDUM NO. 2 DATED 10 April 2017

S. No.	RFP Section / Sub Section/ Page No.	Relevant Clause of RFP	Modification / Change
1	Clause 2.3 / Page 19	Last Date & time and address for submission of proposal/ bid: Date:<17><04>2017 Time: 16.00Hrs	Last Date & time and address for submission of proposal/ bid: Date:<01><05>2017 Time: 16.00Hrs
2.	Section 5 / Clause 8	Addition of Clause on Limitation of Liability	<p>8. Liability</p> <p>8.1 The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this. The liability cap given under this Clause 8.1 shall not be applicable to the indemnification obligations set out in Clause 6.1.6.</p> <p>8.2 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.</p> <p>8.3 The allocations of liability in this clause 8 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.</p>

3	Section 1/ Clause 7.4.1 (e)	Clause 7.4.1 (e)/ Form Tech 3 (Point 5)	The Bidder must have completed at least 5 IT consultancy assignments in design of systems (IT/application software and hardware), and preparation of RFP and bid process management for selection of System Integrator/ Managed Service Provider, in a large Enterprise/ Government environment in India or abroad with a consultancy value of at least Rs.1 Crore each during the last 5 financial years ending 31 March 2017.
4	Section 1/ Clause 7.4.1 (f)	Clause 7.4.1 (f)/ Form Tech 3 (Point 6)	The Bidder must have completed at least 1 consultancy assignments in design of AML/CFT systems (IT/application software and hardware), in a large Financial Enterprise/Government environment in India or abroad with a consultancy value of at least Rs 50 Lakhs during the last 5 financial years ending 31 March 2017.
5	Section 1 / Clause 21	Clause 21	The successful bidder will be required to sign a separate non-disclosure agreement with FIU-IND as per Annexure F. Further, all personnel deployed for the project would also be required to sign a non-disclosure agreement as per Annexure G.
6	Section6	Addition of Annexure F,G	As attached
7	Section 5	Clause 3 / 1.3(e)	In the case of disagreement between the parties as to the existence or extent of force majeure, the matter shall be settled according to clause 6.2,6.3, 6.4 of this section.
8	Section 5	Clause 5 iv	If the consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause 6.2,6.3, 6.4 of section 5.
9	Section 1	Table 2 , S.no. 1	Project Leader: ..."At least three consulting experience with FIU/LEA/Intelligence agencies/ AML-CFT is required. He should also possess either of PMP/Prince2/TOGAF or equivalent certification. "
		Table 2, S. No. 2	Project Manager: "At least three consulting experience with FIU/LEA/Intelligence agencies/ AML-CFT processes..... He should also possess at least one of PMP/Prince2/TOGAF or equivalent certification.... "
		Table 2, S. No. 3	Functional Team Leader: "...At least three consulting experience with FIU/LEA/e-governance projects/ AML-CFT processes..... He should also possess at least one of PMP/Prince2/TOGAF or equivalent certification or, a certification on"
		Table 2, S. No. 4	Functional Support Consultant: "...At least one consulting experience with FIU/LEA/e-governance projects/ AML-CFT processes..... He should also possess at least one of PMP/Prince2/TOGAF or equivalent certification or, a certification on"

		Table 2, S. No. 5	Technical Support Consultant : “.... He should possess a) ITIL/ISO 27001 or equivalent certification. Or b) CCNA/CCDA/JNCIA or equivalent certification”
10	Section 1 Part II Datasheet	Clause 6	Following line is added : during the course of assignment. Consultant to make provision for total stay for not more than 20 days for maximum of 2 Individual.
11	Section 5	Changes in applicable law related to Taxes and duties, Page no. 68	“...specified in clause 9.1 (b) of this section” is substituted with “...specified in sub section (b) of the ‘total cost of services’ given in this section”
		Total cost of services , sub section b , Page no. 68	“...estimate referred to in clause 9.1(a) above...” is substituted with “...estimate referred to in sub section (a) above”
		Clause 6.1.8	Word under clause 9.3.2 stands deleted.
12	Section 1	Clause 13.4	Modified Clause: The applicant shall submit technical and financial proposals electronically through e procurement portal CPPP
		Clause 14.5 (iv)	Modified Clause: Technical proposal should not contain financial proposal
		Data Sheet Clause 12	Line “Consultant must submit 4 copies of the technical proposal and a CD” stands deleted.
		Form Tech 1: Letter of Proposal Submission	Line “.. proposal, which includes the following: i) Technical proposal (One Original and four copies along with one soft copy) ii) Financial Proposal sealed under a separate envelop” stands modified : “ proposal, containing i) Technical and ii) Financial ”

Annexure F

NON-DISCLOSURE AGREEMENT

Between <Name of Purchaser>

The President of India acting through Financial Intelligence Unit-India, Department of revenue,
Ministry of Finance

And

< >

This CONTRACT (hereinafter called the “Non-Disclosure Contract”) is made on the < > day of the month of < >, between, the President of India acting through Financial Intelligence Unit-India, Department of Revenue, Ministry of Finance (hereinafter referred to as “Purchaser”, which expression shall include its successors and permitted assignees), on the one hand and (hereinafter referred to as “Consultant”, which expression shall include its successors and permitted assignees) on the other hand.

WHEREAS, we the undersigned < > (hereinafter called the said “Consultant”), having our principal place of business/ registered office at < > covering < Name of work> (hereinafter called the said ‘Engagement’) and have signed a contract with the President of India through < >, hereinafter referred to as ‘Purchaser’ and,

WHEREAS, the consultant is aware and confirms that the Purchaser’s business/ operations, information Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser.

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser’s grant to the Consultant of specific access to Purchaser’s confidential information, property, information systems, network, databases and other data, the Consultant agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, product information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.
2. Confidential Information does not include information which:
 - a. the Consultant knew or had in its possession, prior to disclosure, without limitation or its confidentiality.
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Consultant from a third party without any obligation of confidentiality.
 - d. the Consultant is required to disclose by order or a competent court or regulatory authority.
 - e. is released from confidentiality with the written consent of the Purchaser.
 - f. The Consultant shall have the burden of proving hereinabove are applicable to the information in the possession of the Consultant.
3. The Consultant agrees to hold in trust any Confidential Information received by the Consultant, and the Consultant shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Consultant uses to protect its own confidential and proprietary information The SI also agrees:

- a. To maintain and use the Confidential Information only for the purposes of this engagement and thereafter only as expressly permitted herein.
 - b. To only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. To restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a “need to know” basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - d. To treat Confidential Information as confidential unless and until Purchaser expressly notifies the Consultant of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Consultant acknowledges that the nature of activities to be performed as part of the Consultant’s scope of services may require the Consultant’s personnel to be present on premises of the Purchaser or may require the Consultant’s personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Consultant’s personnel under such circumstances and to provide notice to the consultant of the confidentiality of all such information.

Therefore, the Consultant shall disclose or allow access to the Confidential Information only to those personnel of the Consultant who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Consultant will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Consultant’s confidentiality obligation. Further, the Consultant shall procure that all personnel of the Consultant are bound thereby which is no less onerous than the confidentiality obligation under this agreement.

5. The Consultant shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Consultant agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Consultant shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Consultant or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Consultant shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Consultant or its Affiliates or directors, officers employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing by an authorized representative

of the Purchaser. Without prejudice to the above the Consultant shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. In the Event that the Consultant hereto becomes legally compelled to disclose any Confidential Information, the Consultant shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Consultant shall not disclose obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Consultant applies to its own similar Confidential Information but in no event less than reasonable care.
9. The Consultant shall use the Confidential Information solely for the purpose of the engagement with the Purchaser which aims at adopting industry best practices and appropriate technology for combating money laundering and related crimes.
10. Notwithstanding the termination of the Contract signed between the Purchaser and the Consultant on the < > day of < > < > for Tender No. < >, the confidentiality provisions provided in this Non-Disclosure Agreement (NDA) would survive termination for an indefinite period of time.

Annexure G

EMPLOYEE NON-DISCLOSURE AGREEMENT

Information plays an important role in providing a competitive edge. The intangible assets of an organization, such as know-how, contacts, technical information, and employee information, are often more valuable than most tangible assets.

In consideration of being employed by _____ (hereinafter called the Company), I agree with the Company as follows-

I abide that during my employment; I may come in contact with highly classified projects and information. I, as an employee, certify that I will not disclose, publish or advertise (through print media or electronic media), divulge, release, or make known (through mere discussion or communication), in any manner or to any extent, to any individual (including friends, relatives or acquaintances) other than an intended recipient.

I hereby agree that, during my employment or thereafter, I will not use or disclose to others, without the written consent of the Company:

- a. Any confidential or proprietary technical or other technical or classified information or trade secrets,
- b. Third party information: Any information Company has received from others, which Company is obligated to treat as confidential,
- c. Any confidential or proprietary information which is circulated within Company via its internal electronic mail system, intranet or otherwise.

Upon leaving the services of the Company, I shall surrender all confidential data and shall not reproduce such data thereof or information obtained by me as the result of my employment.

I hereby certify that I have read the non-disclosure agreement described above and I agree to the policies governing the disclosure of confidential information. I will fully and completely observe this directive and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain at any time which otherwise may attract Indian Penal Sections applicable under the Indian Law.

NAME

SIGNATURE

DATE

Clarification to Queries dated 10 April 2017

S. No.	Relevant Page from RFP	Clause	Queries	Remarks
1	19	(2.3) Last Date & time and address for submission of proposal/ bid: Date:<17><04>2017 Time: 16.00Hrs Address: Financial Intelligence Unit-India, 6th Floor r, Hotel Samrat Kautilya Marg,Chanakyapuri, New Delhi 110021, India	Request you to extend the submission date by at least 3 weeks	Refer to corrigendum 2
2	19	(2.1) Name of the Employer:Financial Intelligence Unit-India, Ministry of Finance 2.0 Method of Selection: L1 amongst Technically qualified consultants	Request you to change the selection criteria from L1 to 80-20 QCBS. The RFP requires good technical understanding of the process and a sustainable solution. Hence, high weightage should be given to the technical solution. Also, it is requested that the scoring criteria may be shared with the Bidders.	No Change
3	21	7.5 Consulting experience with FIU/LEA/ Intelligence agencies is required He should posses either of PMP / PRINCE2 / TOGAF certification ITIL / ISO 27001 or equivalent certification CCNA / CCDA / JNCIA or equivalent certification	Request you to consider Academic qualification and relevant experience as parameters for resource selection and relaxation to be given on certification criteria and experience with FIU/LEA/ Intelligence agencies	Refer to Corrigendum 2

4	40		Given the scope of the work It appears that the timelines proposed in the RFP is extremely aggressive and also, certain activities would necessarily need to be carried out in series. Accordingly it is requested that the milestones proposed in the timelines be relaxed and extended suitably by a duration of 1-2 months (as appropriate against a given milestone).	No Change
5	55	4.1.2 As an incremental step, the consultant will focus on detailing the assessment and regulatory framework for three types of DNFBPs viz. real estate agents, dealers of precious gems and dealers of precious metals	As per our understanding detailing and assessment to be done only for DNFBPs (real estate agents, dealers of precious gems and dealers of precious metals). Kindly confirm.	Yes, assessment is only to be done for real estate agents, dealers of precious gems and dealers of precious metals
6	58	4.2.1.4 Compliance and training I. Development of training courses (with virtual certificate) and LMS for capacity building of reporting entity users.	Request you to quantify the training requirements in number of hours/sessions	To be suggested by the consultant as part of deliverable.

7	68	<p>Percentage of total payment to be released</p> <ol style="list-style-type: none"> 1. DNFBP study and assessment model Conduct of DNFBP study and Submission of updated DNFBP assessment report and assessment framework - 20% 2. Preparation of RFP for selection of SI Submission of Updated Process Design Report , Technological assessment Report and preparation of updated RFP and Draft contract for selection of SI - 40% 3. Bid Process Management Bid Process Management including submission of technical and financial evaluation report and Issue of LOI and Signing of contract with the successful bidder - 40% 	<p>Request you to revise the milestone payment distribution from 20:40:40 to 40:40:20</p> <ol style="list-style-type: none"> 1. DNFBP study and assessment model Conduct of DNFBP study and Submission of updated DNFBP assessment report and assessment framework - 40% 2. Preparation of RFP for selection of SI Submission of Updated Process Design Report , Technological assessment Report and preparation of updated RFP and Draft contract for selection of SI - 40% 3. Bid Process Management Bid Process Management including submission of technical and financial evaluation report and Issue of LOI and Signing of contract with the successful bidder - 20% 	No Change
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8	28	The Bidder must have completed at least 5 IT consultancy assignments in design of systems (IT/application software and hardware), and preparation of RFP and bid process management for selection of System Integrator/ Managed Service Provider, in a large Enterprise/ Government environment in India or abroad with a consultancy value of at least Rs.1 Crore each during the last 3 financial years ending 31 march 2016.	Request the clause to be revised to the following:The Bidder must have completed at least 5 IT consultancy assignments in design of systems (IT/application software and hardware), and preparation of RFP and bid process management for selection of System Integrator/ Managed Service Provider, in a large Enterprise/ Government environment in India or abroad with a consultancy value of at least Rs.1 Crore each during the last 5 financial years ending 31 march 2016.	Refer to corrigendum 2
9	28	To confirm status of company under the Micro, Small and Medium Enterprises Development Act, 2006	It is requested that the clause may be relaxed	This clause is only to indicate the status of firm only if it falls in that category.
10	NA	No reference to the Limitation of liability clause	Request you to kindly add the Limitation of Liability Clause in the RFP	Refer to corrigendum 2
11	28	The Bidder must have completed at least 1 consultancy assignments in design of AML/CFT systems (IT/application software and hardware), in a large Financial Enterprise/Government environment in India or abroad with a consultancy value of at least Rs 1 Crore during the	It is earnestly requested to relax the clause as: The Bidder must have completed at least 1 consultancy assignments in design of AML/CFT systems (IT/application software and hardware), in a large Financial enterprise/Government environment in India or abroad with a consultancy value of	Refer to corrigendum 2

		last 3 financial years ending 31 march 2016.	at least Rs 1 Crore 50 Lakh during the last 3 5 financial years ending 31 march 2016.	
12	28	To confirm status of company under the Micro, Small and Medium Enterprises Development Act, 2006	We understand that the requirement is NOT mandatory for the bidder to satisfy and is more of a confirmation whether the bidder has the certification or not. Kindly, confirm our understanding.	Yes it is not mandatory but the clause is only to indicate the status of the firm, only if it falls in that category.
13	66	Inclusion of clause	The Employer shall indemnify and hold harmless the Deloitte Entities and the Consulting Agency for all Losses incurred in connection with any third party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such Deloitte Entity or the Consulting Agency.	No Change

14	70	Inclusion of clause	Notwithstanding anything to the contrary contained herein Employer agrees that (i) Consulting Agency (including its subcontractors) shall not be liable for any losses or damages arising from or in relation to this Contract, for an aggregate amount in excess of the fees paid by the Employer to Consulting Agency under this Contract (ii) it shall neither use for any purpose other than the purpose agreed to in this Contract nor disclose to any third party, the advice, opinions, reports deliverables or other work product provided by the Consulting Agency under this Contract without the express written consent of Consulting Agency, except where applicable laws, regulations, rules and professional obligations prohibit limitations on such disclosure.	Refer to corrigendum 2, Clause 8.1
15	70	Inclusion of clause	6.3 All intellectual property rights of the Consulting Agency existing prior to the commencement of the services or developed independent of this Agreement shall continue to belong to the Consulting Agency, including without limitation, computer programs, tools, processes, utilities, methodologies, any proprietary products or components thereof used in the provision of the Services or development of deliverables and all modifications, enhancements or customizations or derivatives thereof,	No Change

			whether or not made during the performance of services hereunder.	
16	19	Request of amendment	We request for an extension of Bid Submission date by 2 weeks minimum	Refer corrigendum 2
17	27,28	Request of amendment	The Bidder must have completed at least 5 IT consultancy assignments in design of systems (IT/application software and hardware), and preparation of RFP and bid process management for selection of System Integrator/ Managed Service Provider, in a large Enterprise/ Government environment in India or abroad with a consultancy value of at least Rs.1 Crore each during the last 3 financial years ending 31 march 2016. - We request to consider last 5 years of experience	Refer Corrigendum 2

18	27,28	Request of amendment	The Bidder must have completed at least 1 consultancy assignments in design of AML/CFT systems (IT/application software and hardware), in a large Financial Enterprise/ Government environment in India or abroad with a consultancy value of at least Rs 1 Crore during the last 3 financial years ending 31 march 2016. - We request to consider last 5 years of experience	Refer corrigendum 2
19	27,28	Request of amendment	Request you to consider Self certification as Certain projects are long running and are in support phases.	Whole-Time Director, Chief Financial Officer or a practicing Company Secretary can execute the document
20	27,28	Request of amendment	Request you to consider Self certification as Certain projects are long running and are in support phases.	Whole-Time Director, Chief Financial Officer or a practicing Company Secretary can execute the document
21	15	Request of amendment	He should posses either of PMP / PRINCE2 / TOGAF certification - We request you to consider other equivalent certification in project management as well as AML space	Refer to corrigendum 2
22	NA	Inclusion of clause	We request you to share your Non Disclosure clauses for our Risk teams approval.	Refer to corrigendum 2

23	19	Request of amendment	The Consultant is required to provide for requisite domestic trips outside Delhi of two Consultants each during the course of the assignment. - We request you to put some cap. For example: Please factor in expenses for Total stay for not more than 10 days for maximum of 2 Individual etc.	Refer Corrigendum 2
24		Request of amendment	Various places RFP talks about paper copies and CDs. We understand it will be a online submission.	Tender to be submitted electronically online.
25		Inclusion of clause	Subcontracting: For most of the other similar RFPs, For mobile application and LMS aspects, subcontracting was allowed. Please consider technology partner for certain aspects	This is not required in design phase.
26	68,69	Request of amendment	Payment Terms- Request you to consider some % of initial pay out prior to completion of research work	No Change
27	69	Request of amendment	Review of the deliverables: Request you to put some time limitations for review of deliverables. For examples - The deliverables should be reviewed within 7 days of submission of deliverable by the consultant	Reports/ deliverables will be reviewed by review committee designated for this purpose. The consultant will be provided with consolidated set of written comments on each deliverable within a reasonable time. It will be endeavour of FIU to avoid any delay in vital interest of project.

28	6	Correction in the clause	clause 4.1 to be modified as follows: 4.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs of the Consultant with the Employer or their own corporate interests and act without any consideration for future work	No Change
29	6	Correction in the clause	Clause 4.2 to be modified as follows: Without limitation on the generality of the foregoing, Consultants, and any of their affiliates (i.e. any entity controlling or controlled by the Consultant and control here shall mean having 50% or more ownership in an entity), shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:	No Change
30	6	Correction in the clause	Clause 4.2.2 to be modified as follows: A Consultant (including its Personnel working on the particular assignment and Sub-Consultants) or any of its Affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an	No Change

			Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such assets.	
31	7	Correction in the clause	Clause 4.2.3 to be modified as follows: A Consultant (including its Personnel working on the particular assignment) that has a family relationship (i.e. spouse, parent, children or sibling) with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.	No Change

32	7	Correction in the clause	<p>Clause 4.3 to be modified as follows: Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer in an objective manner. Provided that nothing herein shall oblige the Consultant to disclose any information in relation to which Deloitte owes an obligation of confidentiality to other parties. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the determination of its Contract during execution of assignment.</p>	No Change
33	64	Correction in the clause	<p>Page 64 - There is no clause 10 under this Section. The matters must be settled in accordance with clauses 6.2, 6.3 or 6.4.</p>	Refer Corrigendum 2
34	64	Correction in the clause	<p>Clause Reference missing - 5 Termination for Default - iv. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause 6.3 and 6.4</p>	Refer corrigendum 2

35	65	Correction in the clause	<p>We should have the right to terminate as well. Accordingly the following para to be included:</p> <p>Page 65 c. Termination by the Consultant This Contract may be terminated by Consultant at any time, with or without cause, by giving written notice to the Employer not less than [thirty (30)] days before the effective date of termination, provided that, in the event of a termination for cause, the Employer shall have the right to cure the breach within the notice period. Consultant may terminate this Contract with immediate effect upon written notice to the Employer if Consultant determines that (a) a governmental, regulatory, or professional entity, or an entity having the force of law, has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render Consultant's performance of any part of the Contract illegal or otherwise unlawful or in conflict with independence or professional rules, or (b) circumstances change (including, without limitation, changes in ownership of the Employer) such that Consultant's performance of any part of the Contract would be illegal or otherwise unlawful or in</p>	No Change
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36	66	Correction in the clause	<p>Page 66 - 6.1.6 - Indemnity to be modified to "Indemnity and Liability"</p> <p>We propose deletion of these highlighted clauses clause 6.1.6.1 to 6.1.6.4.</p> <p>We propose to add the following new clause where the Employer indemnifies us:</p> <p>6.1.6.1 The Employer shall indemnify and hold harmless the Deloitte Entities and the Consulting Agency for all Losses incurred in connection with any third party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such Deloitte Entity or the Consulting Agency.</p>	Refer corrigendum 2 on Liability. No change in other conditions
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37		Correction in the clause	<p>We propose to add the following clause as 6.2:</p> <p>6.2 Notwithstanding anything to the contrary contained herein Employer agrees that (i) Consulting Agency (including its subcontractors) shall not be liable for any losses or damages arising from or in relation to this Contract, for an aggregate amount in excess of the fees paid by the Employer to Consulting Agency under this Contract (ii) it shall neither use for any purpose other than the purpose agreed to in this Contract nor disclose to any third party, the advice, opinions, reports deliverables or other work product provided by the Consulting Agency under this Contract without the express written consent of Consulting Agency, except where applicable laws, regulations, rules and professional obligations prohibit limitations on such disclosure.</p>	No change
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38		Correction in the clause	<p>We propose to add the following clause as 6.3:</p> <p>All intellectual property rights of the Consulting Agency existing prior to the commencement of the services or developed independent of this Agreement shall continue to belong to the Consulting Agency, including without limitation, computer programs, tools, processes, utilities, methodologies, any proprietary products or components thereof used in the provision of the Services or development of deliverables and all modifications, enhancements or customizations or derivatives thereof, whether or not made during the performance of services hereunder.</p>	No change
39	68	Correction in the clause	Page 68 - Clause 9.1a / Clause 9.1(b) of this section.- Unable to locate the clause	Refer to corrigendum 2
40	69	Correction in the clause	<p>We propose to add the following to clause 6.1.8:</p> <p>The deliverables shall be deemed to be accepted if i) the Employer fails to provide its acceptance within a mutually accepted timelines between the parties or ii) the Employer starts using the deliverables in a live production environment.</p>	Reports/ deliverables will be reviewed by review committee designated for this purpose. The consultant will be provided with consolidated set of written comments on each deliverable within a reasonable time. It will be endeavour of FIU to avoid any delay in vital interest of project.

41	79	Correction in the clause	<p>This is too broad, we will have to take undertaking by the entire firm. It is to be limited to the Engagement Team only. - 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.</p>	<p>This is as per the standard template, hence No Change.</p>
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42	80	Correction in the clause	<p>Page 80 - 3.13 We propose to modify this clause as follows:</p> <p>The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER in relation to the Contract.</p> <p>Page 81 - 5.3 - We propose to modify clause 5.3 as follows:</p> <p>The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be communicated to the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact</p> <p>Kindly replace (all the documents including the Books of Accounts of the BIDDER.) with (examine all the relevant documents relating to invoices, expenses, records of the Bidder related to the Contract)</p>	No change
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43	7.4.1 (e), Page no.8	The Bidder must have completed at least 5 IT consultancy assignments in design of systems (IT/application software and hardware), and preparation of RFP and bid process management for selection of System Integrator/Managed Service Provider, in a large Enterprise/ Government environment in India or abroad with a consultancy value of at least Rs 50 lacs / 1 Crore each during the last 3 financial years ending 31 March 2016.	We request to increase the duration of last 3 financial years to 5 years	Refer corrigendum 2
44	21 Page no. 18	The successful bidder will be required to sign a separate non-disclosure agreement with FIUIND. Further, all personnel deployed for the project would also be required to sign a non-disclosure agreement.	We request to provide a format for NDA agreement which can be reviewed by our risk team.	Refer corrigendum 2
45	7.5 (b) Page no.10	Alternative professional staff shall not be proposed, and curriculum vita (CV) of only confirmed Key Professional has to be submitted. However, the Consultant can propose more than one Key Professional for a specific role to meet the requirements of project time line.	Can the number of key professionals be fixed? Since it is L1, proposing additional resource will increase the cost.	No Change
46	Table 2 Page no.15, 16	Project Leader: He should possess either of PMP / PRINCE2 / TOGAF certification He should possess either of PMP / PRINCE2 / TOGAF certification	Can this be relaxed by including experience in AML related work, etc?	Refer corrigendum 2

		<p>Project Manager: He should possess either of PMP / PRINCE2 / TOGAF certification and a certifications on public procurement</p>	Can this be relaxed by including experience in AML related work, etc? Request you to modify the clause as “PMP / PRINCE2 / TOGAF certification or a certifications on public procurement”.	
		<p>Functional Team Leader and Functional Support Consultant: He should possess either of PMP / PRINCE2 / TOGAF certification or a certifications on public procurement</p>	Can this be relaxed by including experience in AML related work, etc?	
		<p>Technical Support Consultant: He should possess</p>	We request you to modify the clause as:	
		a) ITIL / ISO 27001 or equivalent certification	“a) ITIL / ISO 27001 or equivalent certification or	
		b) CCNA / CCDA / JNCIA or equivalent certification	b) CCNA / CCDA / JNCIA or equivalent certification”	
47	Point B, Page no. 25	The Consultant should give information about projects covering the areas of design of Anti Money Laundering/Risk Assessment Systems, Process Design, Information Systems Design, Information Security Planning and Project Management. Preference will be given to Consultants who present evidence of having successfully carried out similar assignments in the area of Anti-Money Laundering or Risk Management Systems etc.	We request you to consider ongoing projects also	No Change.

48	-	Sub-contracting/ consortium	Can a sub-contractor or consortium member can be used as part of the proposed solution (especially for development of mobile app, etc.)?	Not required in design phase.
49	-	Payment terms	Request you to consider mobilisation advance at the initiation of the project	No change
Refer 50	Page 19, Clause 3	Last Date & time and address for submission of proposal/ bid: Date:<17><04>2017	We would like to submit that in order to prepare a responsive technical proposal and presentation, we would need atleast 3 weeks after the publishing of responses to pre-bid queries. We therefore request that the time for preparation and submission of bids be extended by atleast 2 weeks.	Refer Corrigendum 2
51	Page 8, Clause 7.4.1 (e)	The Bidder must have completed at least 5 IT consultancy assignments in design of systems (IT/application software and hardware), and preparation of RFP and bid process management for selection of System Integrator/ Managed Service Provider, in a large Enterprise/ Government environment in India or abroad with a consultancy value of at least Rs 50 lacs / 1 Crore each during	You are requested to change this criteria to “during the last 5 financial years ending 31 March 2017”.	Refer Corrigendum 2

		the last 3 financial years ending 31 march 2016.		
52	Page 8, Clause 7.4.1 (f)	The Bidder must have completed at least 1 consultancy assignments in design of AML/CFT systems (IT/application software and hardware), in a large Financial Enterprise/ Government environment in India or abroad with a consultancy value of at least Rs 1 Crore during the last 3 financial years ending 31 march 2016.	You are requested to change this criteria to “during the last 5 financial years ending 31 March 2017”. It is further requested that the requirement of completed projects be taken out from this criteria, and ongoing projects should also be considered here.	Refer Corrigendum 2
53	Page 15	The Consultant shall designate certain professionals as Key Professionals who are expected to be retained for the deployment period unless otherwise changed, substituted or replaced by the employer as per the terms of the contract. The Consultant shall replace any Key Professional only in cases of resignation, disability, or other unmanageable circumstances	We wish to submit that the resources proposed against a proposal can only be retained for a limited amount of tie, before they get picked up for another project. It is therefore requested that this condition should hold only in case where the project is awarded (work order issued) to the successful bidder within 4 weeks of bid submission.	No Change

		and only upon prior written consent of FIU India.		
54	Page 18, clause 21	Non disclosure agreement	You are requested to share the format for the non disclosure agreement to be signed between the successful bidder and FIU. It is important that this format is reviewed by the legal department of the bidder, before the bidder submits its proposal in response to this RFP.	Refer Corrigendum 2
55	Page 19, Clause 6	The Consultant is required to provide for requisite domestic trips outside Delhi of two Consultants each during the course of the assignment.	<p>This requirement is quite vague and does not provide any objective basis to the bidders, basis which they can include this cost in their financial bids.</p> <p>We request that either FIU should provide the exact number and nature of out of state visits required by the consultants. Or else, this component be kept out of scope for the bidders, and FIU can reimburse the selected bidder on the actual cost of travel / stay outside Delhi.</p>	Refer Corrigendum 2

56	Page 22, Clause 14	Method of Selection:Financial bids of only technically qualified consultants will be opened and the consultant quoting the lowest price for the assignment in Form FIN-2 will be considered for award of contract.	Given the complexity of the project, we request that the method of selection be changed to quality cum cost based selection (QCBS) instead of L1 selection.	No Change
57	Page 23, appendix 1	Broad timeline	The overall project timelines of 8 months given here are very restrictive. It may kindly be noted that the scope of work for consultants provided in this RFP is higher than the last RFP for FINnet 2.0. While the last RFP provided a timeframe of 12 months to the consultant, this RFP only provides 8 months.	No Change
			You are requested to keep the timelines as the previous RFP, which was 12 months.	No Change
58	Page 28, Clauses 5 and 6	Completion certificate date and work order with order valued detailing scope. Else provide agreement copy defining the scope	Kindly note that several clients do not issue completion certificates for their projects, even after specific request from the contractors. Therefore, you are requested to allow us to submit self-certifications with regard to completion of projects.	Please refer to Point 19
			Further, please also note that several of our projects would include a component of project management, which is not required as per the pre-qualification criteria of this RFP. We therefore request that projects where we have completed the bid process management phase, be considered for this evaluation, even if those projects have not been completed.	That can be considered based on the certificate issued by the client or self certification as detailed in pt 19

59	Page 39, FORM FIN-2	Financial bid format	<p>The current format for financial bid does not allow the bidders to provide the unit rates for their individual resources. This reduces the transparency of the financial bid, and also makes it much more difficult for the Purchaser and the Bidder to agree upon any change request.</p> <p>You are therefore requested to amend the financial bid format to allow the bidders to quote unit rates for each of the resources.</p>	No Change
60	Page 59, clauses ii, iii and iv	<p>ii. Design of semantic web and network analytics to detect implicit relationship between entities.</p> <p>iii. Design of text analytics for effective processing of ground of suspicion in STRs.</p> <p>iv. Design of machine learning to learning from working of analysts and feedback.</p>	We understand that the scope of work items listed here are additional from the last RFP floated for selection of consultant for FINnet 2.0. We request you to provide more details on each of these items, also highlighting the boundaries for scope of work on these items.	<p>1. Semantic and network analytics in selective cases for discovery of relationships and linkages outside FIU database.</p> <p>2. Text Analytics: This is self-explanatory.</p> <p>3. Machine Learning: Design of machine learning tool based on historical data of analyst decision making, Feedback from agencies, Request from agencies so as to automate the process of case decision making.</p>
61	Page 66, Clause 6.1.6	Indemnity: Limitation of liability clause has not been included in the RFP	Kindly note that this clause is a part of all e-Governance RFPs floated by Government of India / state government entities. This is a pre-requisite for most bidders to be able to submit bids in response to a RFP.	Refer to corrigendum 2

			<p>You are therefore requested to include the following clause: The Client (and any others for whom Services are provided) shall not recover from the selected bidder, 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 (and any others for whom Services are provided) shall not recover from the selected bidder, in contract or tort, including indemnification obligations under this contract, 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.</p>	
62	Page 69, Table 2	Payment milestones	<p>The current set of payment milestones are more restrictive for the bidders, as compared to the last RFP for selection of consultants for FINnet 2.0. We request the payment milestones to be revised as follows:</p> <ul style="list-style-type: none"> o Submission of updated DNFBP assessment report and assessment o framework 25% 	No Change

			<ul style="list-style-type: none"> o Submission of updated Process Design Report 20% o Submission of Technological assessment Report 15% o Submission of updated RFP for selection of SI 15% o Submission of technical and financial evaluation report 15% o Issue of LOI and Signing of contract with the successful bidder 10% 	
63	Page 69, Table 2	Payment milestones	<p>Currently the payment milestones are based on submission of updated reports / deliverables upon review by FIU. It is requested that the following points be added to this clause:</p> <ol style="list-style-type: none"> 1. The Consultant will only be required to get their reports reviewed by FIU officers / review committee constituted by FIU. No other third party reviews will be required. 2. The consultant will be provided one consolidated set of written comments on each deliverable, latest within 7 working days of deliverable submission. The deliverable will be considered accepted upon satisfactory updation of the comments. 3. Since the project is envisaged for a period of 12 months, any additional deployment of the Consultant's resources beyond the proposed period, due to delays 	Please refer to clarification at pt 27

			not solely attributable to the Consultant, shall be paid by FIU as per the NICS rates.	
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