

RFP for Enterprise Risk management Framework for DFCCIL

Date of Issue of RFP : 16th May 2013

Date of Pre-proposal Conference : 10th June 2013

S. No	Section	Clarification	REMARKS OF DFCCIL
1.	<p>Instructions to Consultant E. Data Sheet</p> <p>Document Page No: 20</p>	<p>As mentioned in RFP:</p> <p>1) Annual Reports for DFCCIL for period 2007/08 – 2011/12</p> <p>2) Various manuals listed will be provided</p> <p>Kindly provide remaining documents.</p>	<p>Documents as per RFP are being provided in soft copies</p>
2.	<p>Form Tech 2 – Consultant’s Organization & Experience</p> <p>Document Page No: 30</p>	<p>The RFP requests the contract value (fees paid to Accenture) in its previous engagements.</p> <p>This information being confidential in nature might not be shared.</p>	<p>It is required for evaluation of specific experience of the Consultants</p>
3.	<p>Form Tech 5 – Work Schedule & Planning for Deliverables</p> <p>Document Page No: 35</p>	<p>An inception report is to be submitted within 2 weeks of contract date.</p> <p>What are the broad inclusions and sections of the inception report and the level of detailing expected?</p>	<p>Inception report should broadly cover work plan and methodology of execution.</p>
4.	<p>Form Tech 6 – Team Composition, Assignments and Key Expert’s Inputs</p> <p>Document Page No: 38</p>	<p>Definitions of ‘Home’ and ‘Field’ are based on the country of operation of consultant/client</p> <p>Can it be changed to reflect the city of location of head office and pilot project sites instead of country?</p>	<p>Ref Addendum Serial No.1</p>
5.	<p>Section 1.3 – Review of Remuneration Rates</p> <p>Document Page No: 46</p>	<p>The RFP requires that at the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its</p>	<p>Refer to Addendum Serial No.2</p>

S. No	Section	Clarification	REMARKS OF DFCCIL
		<p>proposed rates and other financial matters are subject to scrutiny.</p> <p>We request the requirement for audited financial statements be relaxed as the same is confidential to the company. Alternatively, we would be willing to provide the global level report and a certificate by the statutory auditor providing relevant financial details required by DFCCIL.</p>	
6.	<p>Appendix A. Financial Negotiations – Breakdown of Remuneration Rates</p> <p>Document Page No: 46</p>	<p>The remuneration rates are shown to be inclusive of various heads like cost of leave, social charges etc. amongst others.</p> <p>It is difficult to provide the remuneration rate in the form of break up asked for because there are several costs heads at company level which cannot be attributed at an individual level. We can provide the man month rate for each individual constituting the proposed team. Hope this shall suffice the requirement.</p>	Refer to Addendum Serial No.2
7.	<p>Point No (b) - Sample Form</p> <p>Document Page No: 48</p>	<p>It is required that true copies of the latest pay slips of the Experts listed be attached</p> <p>We request the requirements for pay slips of proposed resources be modified as the same is confidential information of each of the Consultant's personnel.</p>	Refer to Addendum Serial No.2

RFP for Enterprise Risk management Framework for DFCCIL

Date of Issue of RFP : 16th May 2013

Date of Pre-proposal Conference : 10th June 2013

S. No	Section	Clarification	REMARKS OF DFCCIL
8.	Section 7 – Terms of Reference Clause F Deliverables/ Timelines/ Payment Schedule Document Page No: 62	We request there be a detailed process for acceptance of deliverables defined along with a timeline. For example (<i>for illustration purpose</i>): In the event there is no response given after 14 days of submission of a deliverable, the deliverable shall be deemed accepted.	As per RFP. Refer to Addendum Serial No.3
9.	Section 7 – Terms of Reference Clause F - Deliverables/ Timelines/ Payment Schedule Document Page No: 62	We believe the timelines proposed in this provision are indicative in nature and the Consultant shall not be liable for delays which are not attributable to the actions of the Consultant or the Consultant's personnel.	Timelines are to be adhered.
10.	Section 7 – Terms of Reference Clause G – Staffing Requirement of Key Personnel (Team Leader) Document Page No: 63	It is mandated that Team Leader shall be a senior risk management & governance expert having Post Graduate degree preferably in Economics / business / Accounting/ Commerce or chartered accountant or equivalent with 15 years' experience. Have hands-on experience in at least two internal controls/ risk management framework assignments in large Government / PSU environment involving multiple stake holders, large teams etc. Experience in assignments within infrastructure & transport sector including railways will be preferable. Experience may also include exposure to change/ transition management for large PSU/ infrastructure projects. We request the experience of the team leader	Required as per RFP.

RFP for Enterprise Risk management Framework for DFCCIL

Date of Issue of RFP : 16th May 2013

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S. No	Section	Clarification	REMARKS OF DFCCIL
		be reduced to 10 years.	
11.	Section 7 – Terms of Reference Clause G – Staffing Requirement of Key Personnel (Domain Expert) Document Page No: 64	We request the requirement of 15 years' experience be reduced to an experience of 10 years. Also, we request the requirement of hands on experience with 'Indian Railways' be changed to 'experience with any Railways'.	Required as per RFP
12.	Section C – Obligations of the client Clause 23 – Liability of Consultant Document Page No: 85	It is required that subject to the additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by Applicable Law. We request the Consultant's liability shall in no event exceed more than 1x the contract value inclusive of all indirect and consequential damage.	Required as per RFP.
13.	Section C – Obligations of the client Clause 27 – Proprietary rights of the client in reports and records Document Page No: 86	The protection of pre – existing IP of consultant is not included. Consultant will leverage its methodology, tools, templates etc. for delivery in the project. The IP of these pre-existing collaterals shall be with consultant.	Required as per RFP.
14.	Pg 44 Financial Proposal	The financial proposal formats do not contain breakup of reimbursable expenses. Do we have to give the out of pocket expenses estimate as part of our financial quote as part of the financial	Refer to Addendum Serial No.4 Rates asked are lump sum inclusive of all expenses for field visits.

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		<p>proposal/ or will it be reimbursed on actual basis? If on actual basis, request to clarify the process of obtaining reimbursement of out-of-pocket expenses like local conveyance, communication, hotel stay (field visits) etc.</p>	<p>Rates are lumpsum.</p>
15.	<p>Pg 49 Consultant's Representations Regarding Costs and Charges (Model Form I)</p>	<p>As part of this form consultant is required to disclose the salary of its employees. As this is restricted access information, we may not be able to share the same in the proposal. Thus request to re-consider its inclusion in the proposal.</p>	<p>Refer to Addendum Serial No.2</p>
16.	<p>Pg 61 Conduct field visits to project offices to gauge complexities and current level of risks in terms of compliance to policies and procedures.</p>	<p>Request to please clarify on the number of field visits envisaged along with locations</p>	<p>Refer to Addendum Serial No.5</p>
17.	<p>Pg 61 Organize workshops for involved personnel from DFCCIL and stakeholders for rating the risks.</p>	<p>We would suggest that one workshop be conducted at central level (Delhi) in which all representative stakeholders come in and rate the risks? How many days workshop is envisaged for the rating of risks? Will DFCCIL provide the space and bear the cost for conducting the workshop? If not, please clarify.</p>	<p>The workshops will be conducted in DFCCIL premises as per requirement of consultancy.</p>

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18.	<p>Pg 62</p> <p><u>Knowledge Transfer</u></p> <p>Conduct a series of workshops as agreed with DFCCIL to explain the concept of risk management and help roll out the risk management framework in the organization</p> <p>Pg 63</p> <p>At least 6 sessions spread over a period of 24 weeks during the course of engagement</p>	<p>Will DFCCIL provide the space and bear the cost for conducting the workshops? If not, please clarify.</p> <p>Will all the workshops be conducted at Delhi? If not, please clarify the locations.</p>	<p>The workshop will be conducted in DFCCIL premises at New Delhi</p>
19.	<p>Pg 62</p> <p>Timeline of Payment</p> <p>a. Payment on approval by competent authority of DFCCIL</p> <p>b. Payment on approval by competent authority of DFCCIL & final acceptance of report by World Bank</p>	<p>Request to please add a maximum limit to payment period. We would suggest maximum 15 days from date of submission of invoice</p>	<p>As per RFP</p>

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20.	New Clause	<p>Limitation of Liability</p> <p>"The aggregate liability of the Consultant under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud or willful misconduct in performance of the services hereunder."</p>	As per RFP
21.	Page No 1	Is the assignment for entire DFCCIL or only for its Eastern Corridor project?	The assignment is for entire DFCCIL
22.	<p>If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.</p> <p>Page 27</p> <p>Section 3 Power of attorney</p> <p>No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member...</p>	<p>Is it applicable as JV is forbidden as per the data sheet?</p> <p>Is this clause applicable as JV is forbidden?</p>	<p>Tech I Addendums are applicable in case of JV only.</p> <p>As per RFP</p>

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23.	Section 3 TECH-2A A. Consultant's Organization . Page 30	Mazars is an integrated firm internationally. Should we submit our international profile or the profile of the Indian registered entity?	Profile should be as per short listed entity.
24.	TECH-2B Sub clause 3 B. Consultant's Experience 3. Similar assignment means the Enterprise Risk Management Framework consultancy services pertaining to construction of large infrastructure projects. (Only those assignments should be included, which have been carried out by the applicant. The assignments carried out by parents/sister companies should not be included) Page 37 & 63 TECH-6 (FTP)	Mazars is an integrated firm worldwide unlike other Consulting firms shortlisted for this RFP. In this case Mazars is the applicant and hence, request you to consider the experience of Mazars internationally.	As per RFP. The experience will be considered as per shortlisted applicant's profile.
25	Section 7 TOR - G Expert's input (in person/month) per each Deliverable 39	Should the team composition (number of resources) be in complete adherence to as stated by DFCCIL for this assignment?	Required as per RFP.

RFP for Enterprise Risk management Framework for DFCCIL

Date of Issue of RFP : 16th May 2013

Date of Pre-proposal Conference : 10th June 2013

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26.	TECH-6 CV CV 42	Can we provide CV's in a similar format without compromising the data requested?	Required as per RFP.
27.	FIN-1 (4 th para) Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below	Please explain. .	It is self-explanatory.
28.	44 FIN-2 Cost of Financial Proposal (2) Reimbursable	What are the anticipated costs that need to be included in Reimbursables? Please provide details of the travelling, boarding, fooding etc. required to be undertaken by the Consultant's resources during execution of the assignment	The proposal should consist of all costs. Refer to Addendum Serial No.4
29.	48 & 49 Sample Forms .	Are these mandatory to be submitted?	Refer to Addendum Serial No.2

RFP for Enterprise Risk management Framework for DFCCIL

Date of Issue of RFP : 16th May 2013

Date of Pre-proposal Conference : 10th June 2013

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30.	61 Section 7 TOR - E(e) e. Conduct field visits to project offices to gauge complexities and current level of risks in terms of compliance to policies and procedures	What is the anticipated field visits to be undertaken during this assignment? Please provide details of the project offices to be visited for accurate calculation of Reimbursables. Would DFCCIL provide accommodation (guest house or otherwise) at its own cost at the locations of the project offices?	Refer to reply of Query No.16
31.	62 Knowledge Transfer Conduct a series of workshops as agreed with DFCCIL to explain the concept of risk management and help roll out the risk management framework in the organization. The workshops shall be attended by key personnel's from DFCCIL	At which locations? Only at Delhi or also at project locations?	Refer to reply to Query No.18.
32.		What all locations will be covered as a part of the scope. Are you looking at including any site locations as well or will only the Corporate Office be covered?	As per scope in RFP and as per Addendum
33.		The Cover Page of the RFP document mentions the Project Name as "Eastern Dedicated Freight Corridor", is DFCCIL looking at development of an Enterprise Risk Framework or will it be specific to this project?	The scope is defined in TOR, which covers entire DFCCIL.

RFP for Enterprise Risk management Framework for DFCCIL

Date of Issue of RFP : 16th May 2013

Date of Pre-proposal Conference : 10th June 2013

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34.		Is there any existing Risk Framework or any Risk Registers that has been prepared at the enterprise or project level? If there was some project level risk assessment carried out (as mentioned on Pg. 59) can that be shared to facilitate proposal presentation.	No
35		The scope mentions that the Consultant will have to conduct 6 training sessions as a part of the Knowledge Transfer stage. Will these trainings be conducted at any sites or only at the Corporate Office in Delhi?	Refer to reply to Query No.18
36		Will Out of Pocket expenses/overheads related to travel and stay of the team be separately reimbursed or these need to be included as a part of the Net Price in the Financial Bid.	Refer to reply to Query No.14
37		In the list of deliverables, on Pg. 63, first deliverable has been mentioned as the "Inception Report", could you please give more details on the contents expected as a part of this report.	Refer to reply to Query No.3

RFP for Enterprise Risk management Framework for DFCCIL

Date of Issue of RFP : 16th May 2013

Date of Pre-proposal Conference : 10th June 2013

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38		Clause 2.4 on Page 20 lists down a set of Manuals and Annual Reports that will be shared to facilitate proposal preparation, by when can we expect to receive these.	Documents as per RFP will be provided. Annual reports are available on DFCCIL website. Soft copies of manuals are enclosed with Addendum.
39.		Is there is a provision by which selected bidder will be able to request to alter (add to or modify) the standard terms and the contract conditions as presently stated in the RFP.	No
40.		Pg. 98 Para 45.1 –Presently the place of dispute resolution is not mentioned, please clarify the same. Also, can you please confirm whether dispute resolution shall be under the Arbitration and Conciliation Act, 1996 and if can Indian Court can appoint arbitrators to preside over the dispute.	As per RFP.
41.	Section 7, Part G, Pg 64 – Staffing Requirements of Key Personnel	Is there a designation criterion for the Domain Expert (Railways) as mentioned in the Terms of Reference?	No criterion.
42.	Section 7, Part C, Pg 58 – Need for Risk Management	Is there an existing project risk management team / structure? What will be the interfaces of this team with the proposed engagement team? How does this flow into the structure of the proposed engagement?	There is no existing Project Risk Management Team/Structure

RFP for Enterprise Risk management Framework for DFCCIL

Date of Issue of RFP : 16th May 2013

Date of Pre-proposal Conference : 10th June 2013

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43	Section 7, Part E, Pg 60 – Detailed scope of work	What is the estimated horizon for assessment of risks as part of the Risk identification / assessment exercise?	As per TOR.
44.	Section 7, Part F, Pg 62 – Deliverables/Timelines/Payment Schedule	What are the expectations from the inception report to be submitted as part of the deliverables mentioned in the Terms of Reference?	As per reply to Query No.3
45.	Section 7, Part E, Pg 60 – Detailed scope of work	Who are the various government/non government stakeholders that need to be covered as part of risk identification (assessment) exercise?	As per TOR.
46.	Section 7, Part C, Pg 58 – Need for Risk Management	Are key processes documented for identification of process level risks and control deficiencies?	No
47.	Section 7, Pg 55 - Terms of Reference	Kindly clarify the overall scope/coverage of projects under DFCCIL (eastern and western freight corridors) since the document mentions only eastern freight corridor	The assignment is for entire DFCCIL
48.		<u>Terms of Reference:</u> a. For Risk Identification, the RFP mentions	a) The objective is both to understand

S. No	Section	Clarification	REMARKS OF DFCCIL
		<p>conducting sample testing of transactions. Can you please clarify if the objective is to understand the effectiveness of controls while performing sample testing of transactions or identification of risks?</p> <p>b. What will be the role of DFCCIL to facilitate interactions/inputs/comments from various project stakeholders such as Ministry, funding agency, government departments etc.</p> <p>c. Inception Report - What is expected as part of this report which is required to be prepared within 2 weeks</p> <p>d. How many project offices are to be covered at part of the current scope of work</p>	<p>effectiveness of controls as well identification of risks.</p> <p>b) DFCCIL is a SPV created by GOI and as such will have appropriate support from various project stakeholders.</p> <p>c) Inception report should broadly cover work plan and methodology of execution.</p> <p>d) Entire DFCCIL is covered as per TOR. However, two field officers Tundla & Jaipur to be visited. Refer Addendum Serial No.6</p>
49.		<p><u>Financial Proposal:</u> The RFP mentions FIN-4 and Statement of undertaking to be part of the Financial proposal. However, these formats are not provided in the RFP. Sample Form: Do we have to provide details of remuneration with copies of pay slips as per the Appendix A, and Sample form on Page 48 and 48 of the RFP</p>	<p>As per Addendum Serial No.6</p> <p>As per Addendum Serial No.2</p>
50.		<p><u>Contract Terms and Conditions</u></p> <p>Liability. GCC 23.1. The RFP does not specify a liability cap for the consultants.</p>	<p>As per RFP.</p>

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Date of Issue of RFP : 16th May 2013

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		<p>Under our baseline terms, we offer an aggregate liability limit up to the fees paid to us for our services. We would like to clarify that- "The entire and collective liability of the Consultant arising out of or relating to this engagement, including without limitation on account of performance or non-performance of obligations hereunder, regardless of the form of the cause of action, whether in contract, tort or otherwise, shall in no event exceed the total professional fees paid to the Consultant under this engagement. The Consultant shall not be liable or responsible for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever."</p>	
51.		<p>IPR / Ownership. GCC 27. We would like to clarify that PwC shall continue to retain sole ownership of the pre-existing proprietary knowledge, tools, methodology, templates and intellectual property content brought in by PwC to this engagement and/or incorporated in the deliverables submitted by PwC to the Client. Further, any third party licenses, necessary for the performance of the services, would need to be procured by the client.</p>	As per provisions of RFP.

RFP for Enterprise Risk management Framework for DFCCIL

Date of Issue of RFP : 16th May 2013

Date of Pre-proposal Conference : 10th June 2013

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52.		Confidentiality. GCC 22. We suggest the following qualifications:- "The obligations of confidentiality shall not apply to information which: (i) is rightfully known to PwC prior to its disclosure by Client; (ii) is generally known or easily ascertainable by a non-party of ordinary skill in the business of PwC or Client; (iii) is released by Client to any other person, firm or entity (including governmental agencies or bureaus) without restriction; (iv) is independently developed by PwC without any reliance on the confidential information of Client; or (v) is or later becomes publicly available without violation of this Contract; or (6) is required to be compulsorily disclosed to governmental or regulatory agencies under applicable law. In any event, the confidentiality obligations herein shall subsist for a period of eighteen (18) months from the completion of the services under this Contract or expiry/ termination of this Contract, whichever is earlier".	As per provisions of RFP.
53.		GCC 27.1. We would like to clarify that PwC should be allowed to retain a copy of its working papers. Further, in the case of electronic copies of confidential information, it needs to be appreciated that it may not be possible to permanently delete all such	As per provisions of RFP.

RFP for Enterprise Risk management Framework for DFCCIL

Date of Issue of RFP : 16th May 2013

Date of Pre-proposal Conference : 10th June 2013

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		information (e.g. information which has been backed up automatically by PwC's central computer systems).	
54.		Access / Inspection. GCC 25. We would like to clarify that "PwC is willing to provide the Client with rights to audit fee related records, but PwC is constrained in its ability to agree to more enhanced audit/ inspection rights as these have the risk of PwC infringing confidentiality obligations that are owed to other clients. We are, however, happy to agree to a pre-agreed process for delivering any project specific records that the Client may reasonably require. Further any such access/inspection rights of fee related records should only subsist during the term of the agreement."	As per provisions of RFP.
55.		Internal Notes: GCC 25.2. Given the inspection rights available to Client, the engagement team should maintain engagement specific records as per a project specific document retention plan. The RFP also provides that acts intended to materially impede the exercise of the Bank's inspection and audit rights would constitute grounds for contract termination/ineligibility under the Consultant's guidelines. Being flagged for your attention.	As per provisions of RFP.

RFP for Enterprise Risk management Framework for DFCCIL

Date of Issue of RFP : 16th May 2013

Date of Pre-proposal Conference : 10th June 2013

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56.		<p>GCC 24.1 (ii) requires the consultant to deliver to the Client, evidence that the required policies are in full force and effect. Disclosing the amounts of insurance is again an onerous obligation on PwC. It is to be clarified that due to confidentiality reasons, we do not share the policies or disclose the limits of insurance availed.</p>	As per provisions of RFP.
57.		<p>Liability insurance for third party claims for death/ bodily injury and property damage – SCC 24.1(b). Currently, at an organizational level, PwC does not maintain third party liability insurance. However, as a service provider, PwC maintains the requisite professional indemnity insurance. Please clarify if this would suffice for the current engagement.</p>	In case professional indemnity insurance covers the requirement of third party liability insurance it would suffice.
58.		<p>Workmen's Compensation Insurance – SCC 24.1(d). Personnel working for PwC for such advisory engagements would be of Managers/executives cadre who are not required to be mandatorily covered under worker's compensation insurance under applicable laws of India. However, PwC employees are covered under Personal</p>	As per RFP.

RFP for Enterprise Risk management Framework for DFCCIL

Date of Issue of RFP : 16th May 2013

Date of Pre-proposal Conference : 10th June 2013

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		Accident Insurance and Medical (Hospitalization Insurance) in accordance with applicable human capital policies.	
59.		Personnel. GCC 30, 31. We would like to clarify that adjustments to Key Personnel should be on the basis of pre-agreed terms and conditions.	As per RFP.
60.		Scope Change / Variation. GCC 16. The Contract needs to document an objective scope change process to address any changes to the agreed scope of work, timelines or duration of the project, in a mutual consultative manner. This would ensure that neither side is expected to assume any implied obligations.	As per RFP.
61.		Standard of Performance. GCC 20.1. Standards of performance should be aligned to the current context. [for e.g. references to employing equipment/machinery is not applicable to the current context].	As per RFP.
62.		Termination. GCC 19.1.1(a). If the consultants do not remedy a failure in the performance of their obligations within 30 days of being notified then the agreement can be terminated by the Client. We suggest an objective and consultative process should	As per RFP.

RFP for Enterprise Risk management Framework for DFCCIL

Date of Issue of RFP : 16th May 2013

Date of Pre-proposal Conference : 10th June 2013

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		precede before the Client chooses to exercise its termination rights under this clause. To ensure that the clause is not interpreted in a subjective manner, a mechanism should be put in place to objectively capture service related defaults and allocate the accountability to an appropriate party in a transparent manner. Upon termination, PwC should be paid for the services performed by PwC till the date of termination.	
63.		Payment upon Termination. GCC 19.1.6. Payment for services satisfactorily performed prior to termination, on termination of contract. We suggest an objective and consultative process should be followed as mutually decided between the parties to determine levels of acceptance. PwC can at the most confirm that the deliverables pertaining to its scope of work has been delivered in accordance with pre-agreed acceptance criteria.	As per RFP.

Addendum-1

SN	Existing	To be read as
1	<p>Page No 38 Form TECH—6 (FTP)</p> <p>3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.</p>	<p>Home: Expert’s place of residence</p> <p>Field: Corporate Office as well as Field Offices of DFCCIL</p>
2	<p>Page 46 to page 49 (Appendix A, Sample Form & Model Form I)</p>	<p>deleted</p>
3	<p>Page 63</p>	<p>Please add the following sentence at the bottom Paragraph F. - Deliverables/Timelines/Payment Schedule</p> <p>“Observations/approval on deliverables will be communicated to Consultants within 3 weeks, except final report which is subject to approval by World Bank.</p>
4	<p>Page 44 Total cost of Financial Proposal</p>	<p>“The Financial proposal” shall include all costs inclusive of the field visits. Field visits will be of three days duration, each for Tundla & Jaipur.</p>
5	<p>Page 61</p> <p>Under No (e) of Risk Identification, e. Conduct field visits to project offices to gauge complexities and current level of risks in terms of compliance to policies and procedures.</p>	<p>Page 61</p> <p>Under No (e) of Risk Identification, e. Conduct field visits of <i>two</i> project offices <i>i.e Tundla & Jaipur for three days each</i> to gauge complexities and current level of risks in terms of compliance to policies and procedures.</p>

RFP for Enterprise Risk management Framework for DFCCIL

Date of Issue of RFP : 16th May 2013

Date of Pre-proposal Conference : 10th June 2013

6	<p>Page No 21</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking</p>	<p>Page No 21</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3</p>
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