



West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)

(IT & Communication Cell)

Vidyut Bhavan, 3rd Floor, C&D Block, Bidhan Nagar, Block-DJ, Sec-II, Kolkata-700091

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WBSEDCL

Memo no.: WBSEDCL/IT&C/114.00(RDSS)/14/4

Date: 03.05.2023

NOTICE

Sub: Amendment Notice against Tender No: WBSEDCL/IT&C/114.00(RDSS)/1304 Dated: 05.04. 2023

Ref: -Pre-bid meeting dated **13.04.2023 at the conference room, IT&C cell.**

A pre-bid meeting i.r.o. Tender No : WBSEDCL/IT&C/114.00(RDSS)/1304 Dated: 05.04. 2023 was held in the conference room, IT & C Cell on 13.04.2023 at 12:00 Noon.

The Following vendors / participants were present in the Meeting:

- 1) M/s Ernst & Young LLP
- 2) M/s Deloitte Touche Tohmatsu India LPP
- 3) M/s PWC Private Limited.

The Following vendors / participants have submitted written pre-bid queries.

- 1) M/s Ernst & Young LLP
- 2) M/s Deloitte Touche Tohmatsu India LPP
- 3) M/s PWC Private Limited.

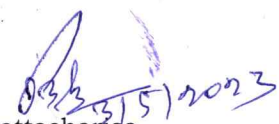
As per the discussions held during the pre-bid meeting held on 13.04.2023, followed by a committee meeting held on 17.04.2023 and also based on the approval received from REC, against above mentioned tender notice following amendments has been made to the tender document: -

Sl.	Clause No.	Page No.	Existing Clause as per the NIT	Amended/ Modified clause
1	Annexure III (Data Sheet) K-1	47	Experience: At least 10 years of experience in power utilities and/or power distribution sector in the field of IT/IT-OT in Power sector (Generation/ Distribution /Transmission) as Team-Leader.	The clauses will be modified and should be read as: At least 10 years of experience in power utilities and/or power distribution sector in the field of IT/IT-OT in Power sector (Generation/Distribution/Transmission) out of which 5 years must be as Team-Leader.
2	Sl No. 2 of Evaluation criteria, sub-criteria and marking system.	44	Work Order and certificate from the respective organizations and/ CA as proof of having accomplished desired value and scope of services.	The clause will be modified and should be read as: Work Order and certificate from the respective organizations and/ or CA as proof of having accomplished desired value and scope of services.
3	Sl No. 3 of Evaluation	45	Work Order and certificate from the respective organizations and/	The clause will be modified and should be read as:

	criteria, sub-criteria and marking system		CA as proof of having accomplished desired value and scope of services.	Work Order and certificate from the respective organizations and/or CA as proof of having accomplished desired value and scope of services.
4	Evaluation Criteria Requirement of Key Expert K-1	46	Experience as a team Leader to support for capacity planning, procurement of IT services, management, Monitoring and successful completion of a project. Each projects of Rs. 50 Crore or above: Two projects – 3 marks, Three or more projects – 4 marks	The clause will be modified and should be read as: Experience as a team Leader to support for capacity planning, procurement of IT services, management, Monitoring and successful completion of a project. Each projects of Rs. 20 Crore or above: Two projects – 3 marks, Three or more projects – 4 marks
5	Annexure-III (Data Sheet) Evaluation criteria, sub-criteria, and point system for evaluation of Technical Proposal-point no 3	45	The Bidder should have experience (Completed or Ongoing) as Project Management Consultants/Project Management Agency/Quality Monitoring or any consultancy work of state or central government PSUs/Corporation / DISCOMS for power distribution Works in India. The average annual value of such services in the last 10 years (2012-13 to 2021-22) should be at least Rs. 10 crore for completed or ongoing projects	The year 2022-23 also may be considered along with (2012-13 to 2021-22) for completed or ongoing projects.

Clarifications of all pried queries are attached in the Annexure.

All other terms and conditions of the existing tender will remain unchanged.


P Bhattacharjee
Chief Engineer, IT&C Cell
WBSEDCL

Reply/ clarifications to the Prebid Queries

Annexure

Queries From PWC					
SL No	RFP Clause	Page No	Clause details	Clarification requested/ Proposal from Bidders	WBSEDCL Remarks
1	Section 3: Instructions to Consultant and Data Sheet 29.2	39	Time period for engagement: The engagement of the Consultant under the Contract shall be for a period of 4 (Four) years from the date of signing of the Contract with a provision for annual extension for 2 years or till completion of the project/work, whichever is earlier.	The timeline provided against the adjacent clause does not match the time period provided in the RIP under the Section 6: Terms of Reference – Scope of Services (Page 91) and Form FIN-3 Breakdown of Remuneration (Page 90). We request that based on the scope of work, the overall timeline to be changed to 18-20 Months	Total 42 Man-Month has been allotted within the time frame of 4 years, considering the project may be completed within 4 years after engagement of PMA. Considering the Vast range of activity the committee is of the opinion not to change the timeline.
2	Annexure III (Data Sheet) K-1	47	Experience: At least 10 years of experience in power utilities and/or power distribution sector in the field of IT/IT-OT in Power sector (Generation/ Distribution /Transmission) as Team-Leader.	We request that the criteria for the experience of Key Expert – Team Leaderto be changed to : - At least 10 years of experience in power utilities and/or power distribution sector in the field of IT/IT-OT in Power sector (Generation/ Distribution /Transmission).	Please see the Amendment.
Queries From Deloitte Touche Tohmatsu India LPP					
1	Sl No. 2 of Evaluation criteria, sub-criteria and marking system	44	As per Sl No. 2 of Evaluation criteria, sub-criteria and marking system [Pg- 44], "The value of project management services including DPR preparation, monitoring, supervision, quality assurance, bid process management Quality Monitoring etc. provided for completed or ongoing projects of IT/IT-OT applications in Central or State PSU/ Govt. Organist ion /Power sector (Generation/ Distribution /Transmission) in last 10 years (2012-13 to 2021-22) in India. • Value Rs. 75 Lakhs: 7 marks • Value Rs. 2 crore or above: 15 marks Value = Rs. 75 Lakhs to Rs. 2 crores: proportionate between 7 and 15 marks. In case of JV, figures of both the partners shall be added together for the purpose of evaluation." Documents to be submitted: "Work Order and certificate from the respective organizations and/ CA as proof of having accomplished desired value and scope of services."	As per Sl No 2 of "Evaluation criteria, sub-criteria and marking system" in Annexure-III (Data Sheet) [page 39] of the SBD document (version 6) for appointment of Consultancy Services for assisting and supporting in Project Management to [DISCOM NAME] under "Revamped Reforms-Linked Results-Based Distribution Sector Scheme, issued by REC, it is mentioned that as documentary evidence, CA certificate can be submitted as an alternative to Work Order and Certificate from respective organizations. B. Accordingly, we request you to kindly amend the existing clause with respect to "Documents to be uploaded in E-Procurement portal" for Sl no 2 of "Evaluation criteria, sub-criteria and marking system" table in the WBSEDCL's RIP as per following: "Work Order and certificate from the respective organizations and/ or CA as proof of having accomplished desired value and scope of services."	Please see the Amendment.
2	Sl No. 3 of Evaluation criteria, sub-criteria and marking system	45	A. As per Sl No. 3 of Evaluation criteria, sub-criteria and marking system [Pg- 45], "The number of completed or ongoing projects having total project value (value of project for which consultancy service is being provided) of not less than Rs 20 Crore for which Bidder has provided or is providing project management consultancy services including supervision or monitoring of works of IT/IT-OT applications project in Central or State PSU/ Govt. Organist ion /Power sector (Generation/ Distribution /Transmission) in last 10 years (2012-13 to 2021-22) in India. 1 projects (7 marks) 2 projects (10 marks) 3 or more projects (15 marks) In case of JV, eligible projects of both the partners shall be considered for the purpose of evaluation." Documents to be submitted: "Work Order and certificate from the respective organizations and/ CA as proof of having provided or providing services for projects of desired value and scope of services"	A. As per Sl No 3 of "Evaluation criteria, sub-criteria and marking system" in Annexure-III (Data Sheet) [page 40] of the SBD document (version 6) for appointment of Consultancy Services for assisting and supporting in Project Management to [DISCOM NAME] under "Revamped Reforms-Linked Results-Based Distribution Sector Scheme, issued by REC, it is mentioned that as documentary evidence, CA certificate can be submitted as an alternative to Work Order and Certificate from respective organizations. B. Accordingly, we request you to kindly amend the existing clause with respect to "Documents to be uploaded in E-Procurement portal" for Sl no 3 of "Evaluation criteria, sub-criteria and marking system" table in the WBSEDCL's RIP as per following: "Work Order and certificate from the respective organizations and/ or CA as proof of having accomplished desired value and scope of services."	Please see the Amendment .
3	As per Sl No K-1 w.r.t Evaluation Criteria Requirement of Key Expert	46	As per Sl No K-1 w.r.t Evaluation Criteria Requirement of Key Expert [Pg- 46]: 1. Team-Leader Experience: "... Experience as a team Leader to support for capacity planning, procurement of IT services, management, Monitoring and successful completion of a project. Each projects of Rs. 50 Crore or above: Two projects – 3 marks, Three or more projects – 4 marks"	A. In the evaluation criteria no 3 of RIP, it has been requested to furnish details of projects for which consultancy services are being provided with project value of not less than Rs. 20 cr. Hence, to furnish CV of team Leader who has managed such kind of projects B. We request you to kindly amend as following: "... Experience as a team Leader to support for capacity planning, procurement of IT services, management, Monitoring and successful completion of a project. Each projects of Rs. 20 Crore or above: Two projects – 3 marks, Three or more projects – 4 marks"	Please see the Amendment .

SL No	RFP Clause	Page No	Clause details	Clarification requested/ Proposal from Bidders	WBSEDCL Remarks
4	Bid submission last date: 28.04.2023, 17:00 Hours	2	Bid submission last date: 28.04.2023, 17:00 Hours	Give that this engagement is a high value consulting project, we will need some time for a Quality and Risk review of the bid document. This will take some time before it is put to WBSEDCL. Further, for preparing a good response and planning for resource mobilization, we would need adequate time to plan for availability and suitability of the requisite number of resources. We therefore request you to kindly extend the bid submission date by 14 (fourteen) days and accordingly consider the revised bid submission deadline as 12.05.2022.	Extension of 14 days allowed.
5	Clause 21.1 of Section 7. Conditions of Contract and Contract Forms (Time Based) of RfP	113	As per Clause 21.1 of Section 7. Conditions of Contract and Contract Forms (Time Based) of RfP: "21.1 Except with the prior written consent of DISCOM, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public recommendations formulated in the course of, or as a result of, the Services."	We request to kindly add the following clause in the Special Conditions of Contract: "The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year."	This is a Standard Clause . No Change is possible.
6	Section 7. Conditions of Contract and Contract Forms (Time Based) III. Special Conditions of Contract Clause 23.1 Insurance to be taken out by the Consultant	113	As per Section 7. Conditions of Contract and Contract Forms (Time Based) III. Special Conditions of Contract Clause 23.1 Insurance to be taken out by the Consultant "d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate."	Kindly note that Deloitte has Group Personal Accident Policy insurance coverage depending upon the category of the staff and Personal Medical Insurance coverage depending upon the size of the employee's family. However, Worker's compensation insurance is not applicable to Deloitte.	This is a Standard Clause . No Change is possible.
7	NIL	NIL	Kindly note that we can give the ownership of deliverables to the client. However, pre-existing IPR in the deliverables will still be with us. Considering this we propose the below language: "Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of the Consultant firm shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, the Consultant firm retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that the Consultant firm may use or develop in connection with this Contract. The Consultant firm is not responsible if the client infringes the IPR by modifying the deliverables submitted by the Consultant firm."	Kindly note that we can give the ownership of deliverables to the client. However, pre-existing IPR in the deliverables will still be with us. Considering this we propose the below language: "Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of the Consultant firm shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, the Consultant firm retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that the Consultant firm may use or develop in connection with this Contract. The Consultant firm is not responsible if the client infringes the IPR by modifying the deliverables submitted by the Consultant firm."	No Change . The contract will be made as per the clauses of SBD.
8	Section 6. Terms of Reference (TOR)			WBSEDCL is requested to kindly clarify with regards to the number of bids (tentatively) that the selected Consultant would have to prepare and manage over the period of the contract.	It is not possible to mention the no of bids to be prepared. This may be finalised only after analysis necessary discussion with the selected PMA.
9	Section 6. Terms of Reference (TOR)			WBSEDCL is requested to kindly clarify that whether the work involves extensive field visits at block level.	The DRC is situated in Berhampore, WB. Extensive field visits at block level is not required.
10	Section 6. Terms of Reference (TOR)	93	4.f "Coordination and reporting to various stakeholders including MoP and Nodal agencies."	WBSEDCL is requested to kindly provide a list of nodal agencies involved for the Scope of Work mentioned in RFP.	Presently Nodal agency is REC. However , it may change or additional agencies may be included as per govt. Guidelines.
11	Section 6. Terms of Reference (TOR):	93	4.h "Joint measurement to be carried out along with WBSEDCL officials for authentication of the bills."	WBSEDCL to kindly confirm if Selected Consultant will need to certify project payments. And if so, WBSEDCL is humbly requested that with respect to (Vendor) payments, role of Selected Consultants be limited to reporting the client on the project progress and fund status.	Payments need not to be certified . However BOM/BOQ Quantities, quantification of the project progress, etc may be required to be certified.
12	Section 7. Conditions of Contract and Contract Forms (Time Based):	127	III. Special Conditions of Contract G.C 19.1.2 "...the Consultant shall be liable to pay liquidated damages at the rate of 1 % of man-month rate of the Expert for each day of delay of providing the services of the Expert for all whose services are provided with delay. Maximum liquidated damages shall be limited to 10% of total project value."	Requesting WBSEDCL to kindly consider capping the said LD from 1% of man-month rate to 0.5% to help reduce risk from Consultant's perspective.	No change in the clause. This is a standard clause and will not be changed.
Queries From Ernst & Young LLP					

SL No	RFP Clause	Page No	Clause details	Clarification requested/ Proposal from Bidders	WBSEDCL Remarks
1	Annexure-III (Data Sheet) Evaluation criteria, sub-criteria, and point system for evaluation of Technical Proposal- point no 3	45	The Bidder should have experience (Completed or Ongoing) as Project Management Consultants/Project Management Agency/Quality Monitoring or any consultancy work of state or central government PSUs/Corporation / DISCOMS for power distribution works in India. The average annual value of such services in the last 10 years (2012-13 to 2021-22) should be at least Rs. 10 crore for completed or ongoing projects. In case of JV, each partner shall have average annual value of such services of at least Rs. 3 Crore individually and collectively meet the overall criteria of at least Rs. 10 crore.	Please clarify the meaning of "average annual value of such services in the last 10 years". We understand that each year the value of services imparted is of 10 Crore, so in 10 years it shall be 100 Crore. Moreover, as you are considering ongoing projects in the eligibility criteria, We request you to consider the completed/ ongoing projects in the last 10 years i.e. from FY 13-14 to FY 22-23. So that current financial year awarded projects till bid submission date can be considered.	Wrong reference given. The Query is related to Annexure-II (Data Sheet) and Not Annexure III as mentioned . Page no should be 42. No change of clause. It is clearly mentioned The average annual value of such services in the last 10 years (2012-13 to 2021-22) should be at least Rs. 10 crore. FY 22-23 has been considered .
2	Section 6: Terms of Reference (TOR)	91	Contract Clause No 3: Scope of Services a) Team Leader -Total Man-Months: 3 b) Distribution & OMS Expert -Total Man-Months: 7 c) Infrastructure/ Cloud Expert-Total Man-Months: 7 d) Infrastructure & Application Expert —Total Man-Months: 14 e) Business Analytics Expert-Total Man-Months: 6 f) Finance Expert- -Total Man-Months: 5	As per the PFP the total duration of the project is 48 months. With total 07 key experts required throughout the 42 man-month duration for various kinds of projects seems unreasonable in terms of the vast field of scope of services. For the remuneration calculation for each expert, we request you to clarify if these resources are required for continuous mentioned period of time for on-site or offsite deployment	As per the RFP there are 6 Key expert and Not 7. Wrong reference given. No Change of Clause. Total 42 Man-Month has been allotted within the time frame of 4 years, considering the project may be completed within 4 years after engagement of PMA. Considering the Vast range of activity the committee is of the opinion not to change the timeline. Deployment may be as per the requirements of WBSEDCL and will be within WBSEDCL area.
3	Section 6: Terms of Reference (TOR)	91	Contract Clause No 2: Duration of the engagement."The deployment would be offsite and/ or onsite at DISCOM's and Address depending on the requirement."	As the mentioned clauses are contradictory. So we request you to clarify the percentage of resource deployment i.e., onsite and offsite. Bidder can depute experts onsite/offsite as per project requirement. With the limit of Maximum 20% Onsite and 80% offsite.	NO Change of Clause . Deployment may be as per the requirements of WBSEDCL and will be within WBSEDCL area.
4	Section 6: Terms of Reference (TOR)	91	Contract Clause No 3: Scope of Services	Scope of Services is quite general and not specific to how many projects it will be comprised of. Please clarify the number of projects under each category of IT/OT works, Infrastructure, ERP etc.	No Change of Clause. Please also Refer "IT/OT Work" and "Upgradation of Data Centre/ DR Center Infrastructure" under TOR.
5	Limitation of Liability, 22.1 (SCC of Contract)	127	b) This limitation of liability shall not i. affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; ii. be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law	It is requested to delete this clause or put capping on the Limitation of Liability. There is no cap on as Limitation of Liability.	No Change of Clause as it is a standard clause of SBD
6	Confidentiality, Clause 21	113	21.1 Except with the prior written consent of DISCOM, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public recommendations formulated in the course of, or as a result of, the Services	It is requested to add the below clause Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 year from the date of termination of this Agreement.	No Change of Clause as it is a standard clause of SBD

SL No	RFP Clause	Page No	Clause details	Clarification requested/ Proposal from Bidders	WBSEDCL Remarks
7	Proprietary Rights of DISCOM in Reports and Records, Clause 26	113	<p>26.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for DISCOM in the course of the Services shall be confidential and become and remain the absolute property of DISCOM.</p> <p>The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to DISCOM, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of DISCOM</p> <p>26.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain DISCOM's prior written approval to such agreements, and DISCOM shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC</p>	<p>It is requested to add the below clause</p> <p>Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that consultant own in performing the Services. Notwithstanding the delivery of any Reports, consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that consultant compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, DISCOM may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>	No Change of Clause as it is a standard clause of SBD
8	Liquidated Damage , Clause no 19.1.2 (SSC)	127	<p>For delay in providing the services of Experts including replacement of Experts and additional Experts as per GCC 34 & 35 respectively, the Consultant shall be liable to pay liquidated damages at the rate of 1 % of man-month rate of the Expert for each day of delay of providing these services. of the Expert for all whose services are provided with delay.</p> <p>Maximum liquidated damages shall be limited to 10% of total project value.</p>	<p>It is requested to delete the clause.</p>	No Change of Clause as it is a standard clause of SBD
9	General condition of contract , Clause no 18, Termination	109	<p>18.1 This Contract may be terminated by either Party as per provisions set up below:</p> <p>18.1.1 DISCOM may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence DISCOM shall give at least fifteen (15) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least thirty (30) calendar days' written notice in case of the event referred to in (e); and at least seven (7) calendar days' written notice in case of the event referred to in (f): (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 17; (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</p>	<p>It is requested to add the following termination provision: Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if EY reasonably determine that EY can no longer provide the Services in accordance with applicable law or professional obligations</p>	No Change of Clause as it is a standard clause of SBD

SL No	RFP Clause	Page No	Clause details	Clarification requested/ Proposal from Bidders	WBSEDCL Remarks
10	Insurance, Cause 23.1(SCC)	113	<p>23.1 Insurance to be taken out by the Consultant</p> <p>The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by DISCOM, insurance against the risks, and for the coverage specified in the SCC, and (ii) at DISCOM 's request, shall provide evidence to DISCOM showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services</p> <p>23.1 Insurance to be taken out by the Consultant The Consultant (i) shall take out and maintain, and shall cause any Sub- consultants to take out and maintain, at its (or the Sub- consultants', as the case may be) own cost but on terms and conditions approved by DISCOM, insurance against the risks, and for the coverage specified in the SCC, and (ii) at DISCOM 's request, shall provide evidence to DISCOM showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services</p>	<p>It is requested to remove this caluse or modify according to the rationale mention</p> <p>EY India can only maintain professional indemnity insurance as required by applicable law and professional obligations in India</p>	No Change of Clause as it is a standerd clause of SBD
11	General condition of contract , Clause no 16, Force Mejure		<p>16.1.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>16.1.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>16.1.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder</p>	<p>It is requested to add below clause to under Force Majeure to facilitate remote working :</p> <p>To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. Where EY Personnel are required to be in present at Client's premises, EY will use reasonable efforts to provide the Services on- site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an EY resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	No Change of Clause as it is a standerd clause of SBD