

**GOVERNMENT OF INDIA
MINISTRY OF TOURISM**

F.No.: TT-100/39/2019-o/o Asst. DG(AAH)

Date : 9th February, 2021

RFP for Appointment of Consultants as Program Management Unit (PMU) under Adopt a Heritage Project Clarifications / Response to pre-bid queries received in the Ministry of Tourism, Govt. of India by 5th February, 2021.

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1.	15.	10.1.2	Eligible Assignments	<p>Program / Project management consultancy engagement in Central Ministry will be preferred.</p> <p>(02 Marks for each project maximum up to 10 Marks and additional 10 marks for relevant PMUs in Tourism/Heritage Infrastructure Schemes</p>	<p>The criterion mentions 'Additional 10 Marks for relevant PMUs in Tourism/Heritage Infrastructure Schemes'.</p> <p>We request that the criteria is made more broad based rather than restricting it to schemes to enable more firms to participate. The modified criteria may be as follows:</p>	No change in existing criteria

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					02 Marks for each project maximum up to 10 Marks and additional 10 marks for relevant PMUs in Tourism/Heritage Project. Also, request if the projects undertaken in last 10 (ten) years be considered for evaluation	
2.	15.	10.1.2	Eligible Assignments	Experience in undertaking Tourism sector PPP projects for State / Central Government Departments in last 5 years (03 marks for each project- Total 15 marks)	<p>We request that the Tourism Sector PPP/EPC projects may also be considered. The criteria may be revised as follows:</p> <p>Experience in undertaking Tourism sector PPP/EPC projects for State / Central Government Departments in last 5 years (03 marks for each project- Total 15 marks)</p> <p>The scope should include preparation of Feasibility Report/DPR/Bid process Management</p> <p>Also, request if the projects undertaken in last 10 (ten)</p>	No change in existing criteria

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					years be considered for evaluation	
3.	15.	10.1.2	Eligible Assignments	Relevant experience in preparing destination/site Potential assessment/ Development plans in the last 5 years as consultants at central or state level in India.	Site potential assessment/Location and Site analysis are part of all the consultancy assignments we undertake for the development of Tourism/other Infrastructure projects we undertake. We understand that such projects will also be considered for evaluation under this criterion. Also, request if the projects undertaken in last 10 (ten) years be considered for evaluation.	No change in existing criteria
4.	15.	10.1.2	Eligible Assignments	Relevant experience in providing support for CSR initiatives/projects for infrastructure development in Government Sector such as Education/Waste & Water/Power & Utilities etc. in India in last 5 years.	Why only CSR projects/initiatives being considered for evaluation? We understand that projects undertaken in all the infrastructure sectors/sub-sectors as defined in 'MINISTRY OF FINANCE (Department of Economic Affairs) (INFRASTRUCTURE POLICY & PROGRAMME SECTION) NOTIFICATION	No change in existing criteria. The project requires primary utilization of CSR funds for implementation.

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					DATED 24th August 2020 shall be considered for evaluation Also, request if the projects undertaken in last 10 (ten) years be considered for evaluation.	
5.	16.	10.1.3	Constitution of the Team	Project Management Expert (Project Leader) Education Qualification: B. Tech / B.E. + MBA or equivalent graduation and post-graduation degree in Architecture/Planning/ Infrastructure/Management	Looking at the scope of work, we feel little relaxations shall be given in Education qualification for the position of Project Management Expert (Project Leader) where Graduate from Commerce and Business background shall also be allowed as they may have the required relevant experience for the position and clause for Education Qualification requirement may be amend as given below: Education Qualification: B.Com / BBA / B. Tech / B.E. + MBA or equivalent / Post-graduation degree in Architecture/Planning/Infrastructure/Management/Commerce	No change in existing criteria
6.	16.	10.1.3	Constitution of the Team	Project Planning Expert Education Qualification:	We request experts with master's in engineering may	RFP provides for Project Planning Expert Education

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				Degree in B.E./B. Tech/ Bachelor of Architecture with Master's in planning /Architecture and Infrastructure or equivalent.	also be considered suitable for the position as they also may have the required experience to deliverer the project and scope of work required for the position, hence the clause shall be modified as mentioned below: Education Qualification: Degree in B.E./B. Tech/ Bachelor of Architecture + M.E. / M. Tech / Master's in planning /Architecture/ Infrastructure or equivalent.	Qualification: Degree in B.E./B. Tech/ Bachelor of Architecture with Master's in planning /Architecture and Infrastructure or <u>equivalent.</u>
7.	16.	10.1.3	Constitution of the Team	Management Consultant Education Qualification: • Degree in B.E./B. Tech. with MBA or equivalent graduation and post-graduation degree in Architecture/Planning/Infrastructure/Management • Experience in working on project management projects with e-governance domain for Govt. / Public sector	Looking at the scope of work, we feel little relaxations shall be given in Education qualification and experience requirement for the position of Management Consultant where Graduate from Commerce and Business background shall also be allowed as they may have the required relevant experience for the position and clause for Education Qualification and	No change in existing criteria

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					<p>experience requirement may be amend as given below: Education Qualification: • Degree in B.Com / BBA / B.E. / B. Tech. with MBA or equivalent / Post-graduation degree in Architecture/Planning/Infrastructure/Management/Commerce • Experience of working on projects with Govt. / Public sector projects</p>	
8.	-	Investment Promotion & Marketing Expert	-	-	<p>We feel there may be a requirement of Investment Promotion & marketing Expert for attracting the investment for ministry, for conducting roadshows, promotional activities, coordinate with interested agencies. Education Qualification Requirement: B.Com / BBA / B. Tech / B.E. + MBA or equivalent / Post-graduation degree in Architecture/ Planning/ Infrastructure/ Management/</p>	No change in existing criteria

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					Commerce. Having minimum 5 years of experience in Government and Public sector consulting Having experience in investment Promotion, conducting roadshows, promotional activities for projects	
9.	-	CSR Alliance and partnership management Expert	-	-	We feel there may be a requirement of CSR Alliance and partnership management Expert for attracting activities of CSR from private sector for the projects of ministry. Education Qualification Requirement: B.Com / BBA + MBA or equivalent Having minimum 5 years of experience in CSR projects for Government and Private sector projects Experience in CSR related projects focusing tourism sector may be preferred	No change in existing criteria

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10.	7	5	Scope of work	General Understanding	<p>Following is our general understanding pertaining to the Scope of Services:</p> <ul style="list-style-type: none"> • All Stakeholder interactions / meetings shall be led by the Ministry, duly considering the protocol requirement by the Stakeholders • Scope of services does not envisage <ul style="list-style-type: none"> • market testing interviews, etc. • technical/non-technical studies, conservation and preservation studies etc. • detailed BOQs for arriving at project costs • the role of drawing the site selection criteria, the selection challenge modalities and selection process. <p>Kindly Confirm.</p>	<p>Most of the stakeholder interactions will be led by the ministry. However, the PMC members may be required to lead stakeholders site visits and meetings for monuments.</p> <p>The scope of services would require the PMC to support in identifying sites or stakeholders, assisting or guiding interested parties for technical/non-technical studies and arriving at costs, as well as handholding parties in the site selection process and identifying challenges at site through interaction with stakeholders</p>

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11.	11	8	Instructions for preparation of proposals	II. The authorization in the form of Power of Attorney for the representative of the firm to sign the proposal should be attached.	It is requested to share the format for Power of Attorney.	The bidder may use any standard format for Power of Attorney
12.	12	8.2	Financial Proposal	-	It is our understanding that costs towards the following will be borne by the Ministry: <ul style="list-style-type: none"> organizing road shows, stakeholder consultations etc. Any studies & investigations, travel & sojourn, printing and stationery etc. Please Confirm.	Yes. Costs for organizing road shows, stakeholder consultations, printing and stationery etc. would be borne by the Ministry. For travel related expenses please refer Section 13. Terms of Payment, Point V.
13.	15	10.1.2	Eligible assignments	(i) Experience in handling similar schemes including program management, project identification & selection, project evaluation, governance mechanism, implementation framework, monitoring and understanding of	The RFP mentions that additional 10 marks will be provided for relevant PMUs in Tourism/ Heritage Infrastructure Schemes. Kindly specify the number of projects required for scoring 10 marks. Additionally, only PMU assignments are considered in	No change in existing criteria

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				the established procedures of the Government relating to approvals, procurement etc. Additional 10 marks for relevant PMUs in Tourism/ Heritage Infrastructure Schemes	the tourism sector which too restrictive. We kindly request you to consider consultancy/ advisory experience in the tourism sector projects for evaluation of tourism sector experience.	
14.	15	10.1.2	Eligible assignments	(ii) Experience in undertaking Tourism sector PPP projects for State / Central Government Departments in last 5 years	As bid process management is a more standardized process, which does not vary majorly across sectors, it is requested to modify the clause as below: (ii) Experience in undertaking PPP projects across various infrastructure sectors for State/ Central Government Departments/ PSUs in last 5 years Kindly Consider	No change in existing criteria
15.	15	10.1.2	Eligible assignments	(iv) Relevant experience in providing support for CSR initiatives/projects for infrastructure development such as Education/Waste & Water/Power & Utilities etc. in India in last 5 years.	We understand that relevant experience in providing support in policy framework/ planning/ implementation and monitoring of CSR projects of Government/ Corporate organizations in India	As stated in the RFP Relevant experience in providing support for CSR initiatives/projects for infrastructure development in Government Sector such as Education/Waste &

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					in last 5 years will also be considered. Kindly Confirm	Water/Power & Utilities etc. in India in last 5 years will be considered
16.	16	10.1.3	Constitution of the Team	Project Management Unit (PMU) shall initially comprise of bare minimum three-member team as per above details, however the number of supporting consultants shall be enhanced depending upon the pace of the monuments' selection and project implementation	We understand that the supporting consultant (additional) will be of similar skills and experience as the team members and will be paid additionally for the involvement as per the unit price quoted by the consultant in Annexure IV – Financial Bid Format	Yes. Understanding is correct
17.			Consultancy Agreement	There is no draft Consultancy agreement provided in the RFP.	It is requested to kindly share the draft Consultancy agreement.	The contract agreement will be based on the terms and conditions and scope of work as detailed in the RFP and will be shared with the successful bidder.
18.			Liability of Consultant		It is requested to kindly include the following clause: “Notwithstanding anything contained in the contract, Client agrees that the Consultant shall	No change in RFP. The clause may be considered for inclusion in the contract agreement if required by the successful bidder.

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					not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses (“losses”) of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such losses are finally, judicially determined to have arisen primarily from fraud or bad faith of the consultant. In no event shall the consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage or expense relating to the services provided pursuant to this contract.”	
19.	7	4	Objective	The selected agency would be appointed for a period of two (2) years extendable for another one year on the same terms and conditions and with the provision that services of	The selected agency would be appointed for a period of two (2) years extendable for another one year on mutually agreed the same terms and conditions and with the provision that services	No change in existing criteria

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				the agencies may be dispensed with at any time, giving three months' notice, in the event of non-performance, under-performance or any other reason which would be specified.	of the agencies may be dispensed with at any time, giving three months' notice, in the event of non-performance, under-performance or any other reason which would be specified.	
20.	10	7.2	Earnest Money Deposit (EMD) / Bid Security	In lieu of Bid security, bidders should sign a Bid securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and if they fail to sign the contract, or to submit a performance security before the deadline defined in the bid document, they will be blacklisted for the period of eighteen months (18) from the date of disqualification.	In lieu of Bid security, bidders should sign a Bid securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and if they fail to sign the contract, or to submit a performance security before the deadline defined in the bid document, they will be rejected or disqualified	No change in existing criteria
21.	15	10/10.1.2 (i)	Evaluation of proposals /Eligible	(02 Marks for each project maximum up to 10 Marks and additional 10 marks	Request you to modify the marking criteria to as below:	No change in existing criteria

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			Assignments	for relevant PMUs in Tourism/ Heritage Infrastructure Schemes)	02 Marks for each project maximum up to 10 Marks and additional 10 marks for relevant PMUs in Central Ministry/Departments. As the experience of Working in a Central Ministry is central to the project hence that should be given weightage.	
22.	15	10/10.1.2 (ii)	Evaluation of proposals / Eligible Assignments	Experience in undertaking Tourism sector PPP projects for State / Central Government Departments in last 5 years	Request you to modify the clause as below: Experience in undertaking PPP projects for State /Central Government Departments in last 5 years Undertaken projects involving Vendor Management in last 5 years. Note: As preparation of DPRs would be comprehensive activity and would involve the financial model and costing for the activity separate marks may	No change in existing criteria

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					<p>be allocated to such assignments. Similarly, Vendor Management is an expertise which is vital for the project.</p> <p>Thus, it is proposed that allocation of 15 marks may be bifurcated as: 10 marks for projects involving DPRs/PPP and 5 marks for projects involving Vendor Management.</p>	
23.	16	10/10.1.2 (iv)	Evaluation of proposals / Eligible Assignments	Relevant experience in providing support for CSR initiatives/projects for infrastructure development in Government Sector such as Education/Waste & Water/Power & Utilities etc. in India in last 5 years.	<p>Request you to modify the clause as below:</p> <p>Relevant experience in providing support for initiatives/projects for infrastructure development in Government Sector such as Education/Waste & Water/Power & Utilities & Agriculture etc. in India in last 5 years.</p>	As per RFP Relevant experience in providing support for CSR initiatives/projects for infrastructure development in Government Sector such as Education/Waste & Water/Power & Utilities etc. in India in last 5 years.
24.	16	10/10.1.3	Evaluation of proposals	Project Planning Expert: -Degree in B.E./B. Tech/ Bachelor of Architecture with Master's in planning	The educational qualifications of the Project Planning Expert may be modified to as below:	As per RFP it is stated that Project Planning Expert:

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			/Constitution of the Team	<p>/Architecture and Infrastructure or equivalent.</p> <p>-Knowledge and experience of tourism sector and/or other affiliated sectors</p> <p>-Experience in assessment of perspective plans/ development plans and/or master plans for tourism sector and/or other affiliated sectors</p>	<p>- Degree in B.E./B. Tech/ Bachelor of Architecture with Master's in planning /Architecture and Infrastructure/<u>MBA</u> or equivalent.</p> <p>- Knowledge and experience of tourism sector and/or other sectors such as Education, Health etc.</p> <p>- Experience in assessment and preparation of project plans/ development plans and/or master plans for tourism sector and/or other sectors such as Education, Health etc.</p> <p>- Project Management Certifications such as PMP, PRINCE 2 etc.</p>	-Degree in B.E./B. Tech/ Bachelor of Architecture with Master's in planning /Architecture and Infrastructure or <u>equivalent</u> .
25.	18	12	Submission of Performance Guarantee	In case of any deficiency and unsatisfactory performance by the agency, the Performance Guarantee would be invoked and the payment due to the agency would be withheld. No	In case of any deficiency and unsatisfactory performance by the agency, the Performance Guarantee would be invoked and the payment due to the agency would be withheld. No interest will be paid by MoT on	No change in existing criteria

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				interest will be paid by MoT on the Performance Guarantee. In the event of any amendments to Agreement, the Bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.	the Performance Guarantee. In the event of any amendments to Agreement, the Bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.	
26.	18	13.III	Terms of Payment	The Consultant shall be allowed standard leaves as per Government regulations for the named resources deployed. Replacement of resource will be provided if leave exceeds a period of 10 days. Further, the attendance will consider any travel or offsite meetings and visits as directed to the consulting team and absence due to travel restrictions imposed by the Government/State administrations or health & safety conditions such as the	The Consultant shall be allowed standard leaves as per Government regulations for the named resources deployed. Replacement of resource will be provided if leave exceeds a period of 10 days. However, 30 days shall be provided by MOT as replacement period per resource. Further, the attendance will consider any travel or offsite meetings and visits as directed to the consulting team and absence due to travel restrictions imposed by the Government/State	No change in existing criteria

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				prevailing pandemic	administrations or health & safety conditions such as the prevailing pandemic	
27.	18	13.IV	Terms of Payment	A constituted Consultancy Evaluation Committee (CEC) to review the performance of consultants. The committee may suggest measures in case of shortfall in delivery of work and may also impose penalty in case the work is not performed to the satisfaction of the Ministry of Tourism	<p>A constituted Consultancy Evaluation Committee (CEC) to review the performance of consultants. The committee may suggest measures in case of shortfall in delivery of work and may also impose penalty in case the work is not performed to the satisfaction of the Ministry of Tourism.</p> <p>Notwithstanding anything else to the contrary, the overall penalties shall be capped to 5% of the amount of the contract period and the capping for each month shall be 5% of the monthly invoice. Penalty shall not be imposed if the delay is not attributable to the account of bidder.</p>	No change in existing criteria

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28.	19	14.1	Indemnity and Limitation of Liability	<p>5. The Bidder shall indemnify the Ministry of Tourism from and against any costs, loss, damages, expense, and claims arising from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> <p>(a) any negligence or wrongful act or omission by the Bidder or any third party associated with the Bidder in connection with or incidental to this Contract; or</p> <p>(b) any breach of any of the terms of the Bidder's Bid as agreed, the RFP and this Contract by the Bidder.</p> <p>(c) any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.</p>	<p>5. The Bidder shall indemnify the Ministry of Tourism from and against any costs, loss, damages, expense, and claims arising from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> <p>(a) any gross negligence or wrongful act or omission by the Bidder or any third party associated with the Bidder in connection with or incidental to this Contract; or</p> <p>(b) any breach of any of the terms of the Bidder's Bid as agreed, the RFP and this Contract by the Bidder.</p> <p>(c) any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.</p>	No change in existing criteria

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29.	19	14.1	Indemnity and Limitation of Liability	The liability of either Party (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 exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in this Section	The liability of either Party (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 exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in this Section	No change in existing criteria
30.	21	14.3	Termination	Where the Ministry of Tourism believes in event of default on the part of the Bidder / Bidder's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the	Where the Ministry of Tourism believes in event of default on the part of the Bidder / Bidder's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its	No change in existing criteria

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				Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.	commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract. However, MOT shall give a cure period of 30 days to the supplier to remedy the failure.	
31.	22	14.3.3	Termination	Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Ministry of Tourism shall reserve the right to take any	Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Ministry of Tourism shall reserve the right to take any steps as are	No change in existing criteria.

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				steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.	necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity. However, Bidder shall be liable to the extent of 10% of the price of undelivered services for which such option is exercised by MOT.	
32.	22	14.3.5.	Termination	Bidder may terminate this Agreement, or any Services, immediately upon written notice to Client if bidder reasonably determines that bidder can no longer provide the Services in accordance with applicable law or professional obligations.	Bidder may terminate this Agreement, or any Services, immediately upon written notice to Client if bidder reasonably determines that the Client bidder can no longer provide the Services in accordance with applicable law or professional obligations.	Correction Accepted. Modified as follows: Bidder may terminate this Agreement, or any Services, immediately upon written notice to Client if bidder reasonably determines that the Client can no longer provide the Services in accordance with applicable law or professional obligations.
33.	24	16	Right to Vary Quantity	At the time of award of contract, the quantity of manpower resources and	At the time of award of contract, the quantity of manpower resources and services	No change in existing criteria

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				<p>services originally specified in the bidding documents may be increased/decreased. It shall be without any change in the service charge or other terms and conditions of the Bid and the bidding documents. If the MOT does not procure/engage any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.</p>	<p>originally specified in the bidding documents may be increased/decreased. It shall be without any change in the service charge or other terms and conditions of the Bid and the bidding documents based on mutual discussions with respect to service charge and terms and conditions. If the MOT does not procure/engage any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.</p>	
34.			Non-Hire Clause	Clause not present in RFP	MOT acknowledges that personnel to be provided by the bidder represent a significant investment in recruitment and training, the loss of which would be detrimental to bidder's	No change in existing criteria

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					business. In consideration of the foregoing, MOT agrees that for the term of this Agreement and for a period of one year thereafter, MOT will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any of the bidder's employee, or induce any such individual to leave the employ of the bidder. For purposes of this clause, a bidder employee means any employee or person who has who has been involved in providing services under this Agreement.	
35.			Saving clause	Clause not present in RFP	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent bidder's performance is effected, delayed or causes non-performance due to MOT's omissions or actions whatsoever.	No change in existing criteria

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36.			Deemed Acceptance	Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by MOT in the event when MOT has not submitted its acceptance or rejection response in writing to bidder within 15 days from the date of installation/ commissioning or when MOT uses the Deliverable in its business, whichever occurs earlier. Parties agree that bidder shall have 15 days time to correct in case of any rejection by MOT.	No change in existing criteria
37.			Change order	Clause not present in RFP	Either party may request a change order (“Change Order”) in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. bidder will prepare a Change Order reflecting the proposed changes,	No change in existing criteria

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					including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, bidder shall not be bound to perform any additional services not part of the commercial bid	
38.			Termination by bidder	Clause not present in RFP	Bidder may terminate the Agreement upon written notice to MOT in the event that MOT commits a material breach of the Agreement or Statement of Work, including non-payment of fees and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice. . In the event of termination, MOT shall pay bidder for services rendered till the date of termination.	No change in existing criteria
39.			Variance in Minimum Wages	Clause not present in RFP	Bidder undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and	No change in existing criteria

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					the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the MOT wants the bidder to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, MOT will support bidder with change request for additional cost incurred by bidder for complying to new minimum wages. bidder will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	
40.			Credit Period for Payment	Clause not present in RFP	All the payments to be made within 30 days of submission of invoice	No change in existing criteria
41.			SNR	Clause not present in RFP	Site not ready: MOT hereby agrees to make the site ready as per the agreed specifications,	No change in existing criteria

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
					within the agreed timelines. MOT agrees that Bidder shall not be in any manner be liable for any delay arising out of MOT's failure to make the site ready within the stipulated period, including but not limited to levy of penalty for any delay in performance of Services under the terms of this Agreement.	
42.			Irrevocable document	Clause not present in RFP	Notwithstanding anything contained elsewhere, the Request for Proposal and/or contract signed between MOT and the successful bidder/bidder ("Contract") shall specify the document to be issued by MOT for procuring the deliverables ("Procuring Document"). Such Procuring Document shall (a) Be solely governed by the terms and conditions of the Contract (b) Make an express reference to the Contract It is also clarified	No change in existing criteria

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					that no pre-printed terms and conditions mentioned in the Procuring Document shall apply to the successful bidder/bidder.	
43.			Tax	Clause not present in RFP	Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of MOT.	No change in existing criteria
44.	Page 9	Section 6	Minimum Eligibility Criteria Point (3)	The Firm / Agency should have an annual turnover of at least INR 10 Crore in each of the last three (3) Financial Years (Either 2019-20, 2018-19, 2017-18 OR in case audited accounts are not available for 2019-20, it may be 2018-19, 2017-18,2016-17) from consultancy services in India operations	We request that the turnover requirement considered should be increased to at least 100 crores from consultancy assignments including turnover of 10 crores from the specific consultancy assignments in infrastructure/tourism sector during each of the financial years (2017-18, 2018-19 and 2019-20) to allow competitive bidding and participation from reputable consulting firms having experience of providing consultancy services in large	No change in existing criteria

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
					scale and similar projects/schemes.	
45.	Page 10	Section 7.2	Earnest Money Deposit (EMD) / Bid Security	In lieu of Bid security, bidders should sign a Bid securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and if they fail to sign the contract, or to submit a performance security before the deadline defined in the bid document, they will be blacklisted for the period of eighteen months (18) from the date of disqualification. In the absence of Bid securing declaration in the prescribed format (Annexure V), the tenders will be rejected and will not be opened.	We request you to clarify that only the Bid securing/security declaration would suffice and there is no requirement to submit any EMD in DD or Bank Guarantee during bid submission	Yes, the understanding is correct
46.	Page 11	Section 8.1	Technical Proposal	The Technical Proposal must include the following: 1. Power of Attorney to sign the proposal	We request you to clarify that as there is not format provided for Power of Attorney, the bidder may use any suitable format available	The bidder may use any standard format for Power of Attorney

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
47.	Page 13	Section 10	Evaluation of Proposals	The Selection Method will be Quality cum Cost Based System (QCBS) where bidder will also be evaluated based on a technical presentation. The criteria will be 70:30 where 70% weightage will be given to Technical Bid and 30% weightage to Financial Bid.	We request that the criteria for selection to be kept as 80:20 to allow weightage to knowledge and competencies of the participating consulting firms and fair competitive bidding for the proposal.	No change in existing criteria
48.	Page 15	Section 10.1.2	Eligible Assignment	i. Experience in handling similar schemes including program management, project identification & selection, project evaluation, governance mechanism, implementation framework, monitoring and understanding of the established procedures of the Government relating to approvals, procurement etc. ii. Experience in undertaking Tourism sector PPP projects for State / Central Government Departments in last 5 years	We also request clarification that project credentials qualifying for more than one criterion can be repeated	Project Credentials qualifying for more than one criterion can be repeated

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
				<p>iii. Relevant experience in preparing destination/site potential assessment/development plans in the last 5 years as consultants at central or state level in India.</p> <p>iv. Relevant experience in providing support for CSR initiatives/projects for infrastructure development in Government Sector such as Education/Waste & Water/Power & Utilities etc. in India in last 5 years.</p>		
49.	5	2 Data Sheet	Bid Submission Date	Bid submission closing date: 24th February 2021 at 1500 Hrs	Authority is requested to provide at least 30 days extension from Bid Submission Date. It will take time to put-up the elaborated technical proposal and plan for such qualified resource deployment.	No change in existing criteria
50.	21	14.3 Termination	Conflict of Interest	2. Where it comes to the Ministry of tourism's attention that the Bidder (or the Bidder's Team) is in a position of actual	We request Authority to kindly clarify if this mean that any other company associated with the consultant cannot enter into any agreement with the	As stated in the RFP

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
				conflict of interest with the interests of the Ministry of Tourism, in relation to any of terms of the Bidder's Bid, the RFP or this Contract.	employer for services relating to only this particular project.	
51.	23	15 Additional Information to Bidders	Consortia/Joint Venture/ Sub-contracting	1. Consortium is NOT allowed for this project. 2. Sub-contracting the work to other consultants is NOT allowed for this project.	Authority is requested to allow consortia / JV / Subcontracting for resource deployment.	No change in existing criteria
52.	9	6 Eligibility Criteria	3. Turnover	The Firm / Agency should have an annual turnover of at least INR 10 Cr in each of the last three (3) Financial Years (Either 2019- 20, 2018-19, 2017-18 or in case audited accounts are not available for 2019-20, it may be 2018-19, 2017-18, 2016-17) from consultancy services in India operations	We request Authority to increase the Turnover Criteria to at least Rs. 20 Crore in each of the year. It will ensure the competitive participation from reputed consulting firms.	No change in existing criteria
53.	15	10.1.2 Eligible Assignments	Experience duration	Eligible assignment experience shall be ongoing or completed in last 5 years	We request Authority to consider the experiences from last 7 / 10 years for eligible assignments. It will enable us to	No change in existing criteria

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					showcase our vast experience and submit a comprehensive bid. It is also in line with GFR procurement guidelines and CVC guidelines to consider experience of last 7 years. Also, completion date of assignment should be considered for eligibility.	
54.	15	10.1.2 Eligible Assignments	Experience duration	-	Authority is requested to clarify that project / assignment experience which are meeting the requirements across the different categories, shall be considered for in all eligible categories. For avoidance of doubt, Eligible assignments / projects need not to be mutually exclusive.	Project Credentials qualifying for more than one criterion can be repeated
55.	18	13 Terms of Payment	GST provision	GST, as applicable, will be paid on actual	We request the addition of the following clause: The fees and any amounts payable under this Agreement are exclusive of all applicable taxes (including GST), levies, duties etc. With regards to the	No change in RFP. The clause may be considered for inclusion in the contract agreement if required by the successful bidder.

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
					<p>applicability of Goods and Services Tax, the Authority's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. The GST registration number ("GSTIN") provided by the Authority will be used by Consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Authority's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. Where Consultant issues a credit note to the Authority in relation to any invoice, the Authority shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in</p>	

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
					<p>which the credit note is issued by Consultant to the Authority. If the Authority fails to do so, and this results in additional liability for Consultant, Authority shall be liable to be reimburse Consultant for any liability incurred by Consultant (being the tax, interest and any penalties thereon). The current contract pricing are based on an assumption that GST will apply to the services provided by the Consultant to the Authority and the consultant is able to claim credit of the GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or subconsultants, the consultant reserves its rights to recover from the Authority an amount equivalent to 18% or prevailing GST rate on such</p>	

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
					invoice values to the Consultant.	
56.			General	Available Budget / Estimated contract value for the Proposal	We request the Authority to specify the available budget for the assignment. This shall enable us to submit a comprehensive financial bid for the assignment.	The contract value for the proposal will be determined based on bids received
57.			Additional clauses requested	Anti- Bribery & Anti-Corruption:	<p>We request the addition of the following clauses to the draft contract:</p> <p>Anti- Bribery & Anti-Corruption: Each Party represents, warrants and undertakes that:</p> <p>(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in</p>	No change in RFP. The clause may be considered for inclusion in the contract agreement if required by the successful bidder.

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
					<p>business for any member of its group, and has and shall ensure to</p> <p>the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is</p> <ul style="list-style-type: none"> (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not 	

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
					<p>matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.</p> <p>(b) Each Party shall, adhere to applicable antibribery and corruption laws.</p> <p>(c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with Clause (a) and Clause (b).</p>	

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
					(d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.	
58.			Additional clauses requested	Economic And Trade Sanctions:	We request the addition of the following clauses to the draft contract: Economic And Trade Sanctions: As of the date of this Agreement, (a) neither Authority nor any of its subsidiaries, or any director or	No change in existing criteria

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
					<p>corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union (“Sanctions”),</p> <p>(b) Authority is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Authority’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of Authority is the subject of Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of you. For so long as this Agreement is in effect, you will promptly notify the Consultant</p>	

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
					if any of these circumstances change. If the Consultant reasonably determines that it can no longer provide the services to Authority in accordance with applicable law, then the Consultant may terminate this Agreement, or any particular services, immediately upon written notice to Authority.	
59.			Additional clauses requested	Non-Exclusivity:	<p>We request the addition of the following clauses to the draft contract:</p> <p>Non-Exclusivity: The Authority acknowledges that Consultant or its associates may have other commercial transactions with the Authority, other parties reviewed for the Authority or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis.</p>	No change in existing criteria

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
60.			Additional clauses requested	Authority's Obligation	<p>We request the addition of the following clauses to the draft contract:</p> <p>The Authority shall at its own cost do the following in such good time as not to delay or disrupt the performance of the Project: (a) provide all necessary information and material relating to the Project; (b) arrange for all necessary meetings with relevant persons or authorities; (c) render such reasonable assistance (including, where applicable, procurement (or assistance in the procurement of) of any work permits, visas, licenses, consents, etc.; (d) arrange for all necessary material (including, hardware, infrastructure, software licences, etc.).</p>	No change in existing criteria

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
61.	5	Section 2	Data Sheet	Selection Method QCBS 70:30	<p>Considering current stage of the program; high reliability on the quality of resources and firm's project experience, higher weightage may be provided to Technical Score.</p> <p>Ministry of Tourism adopted 80:20 for selection of consultants for iconic destination program.</p>	No change in existing criteria
62.	7	Section 4	Objective	The selected agency would be appointed for a period of two (2) years extendable for another one year on the same terms and conditions	Ministry may like to grant increment in the value as per WPI/ labour index only for the 1-year extension beyond contract period. This would help incentivize team members and retain them.	No change in existing criteria
63.	9	Section 6, clause 4	Minimum Eligibility Criteria	Client Work order/ contract document/ project completion certificate, within the last 5 years – for projects related to providing consultancy services for e-Government/ PMU projects to Central/ State Government PSU	Self-certification has been allowed in other minimum eligibility criteria. We request Ministry to allow self-certification/ CA certification for this category also.	No change in existing criteria

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64.	15	Section 10.1.1, clause (3)	Scoring criteria	Technical presentation; Conceptual clarity/ Understanding of the context/ Approach to the project/ Work Plan & Methodology/ Proposal Presentation	Ministry may like to confirm if the bidders are required to provide any write-up (word format) on the same with the bid or only Presentation would be required at a later stage.	The Technical Presentation would be conducted at a later date for bidders qualifying minimum eligibility criteria. However, bidder may provide a brief on Conceptual clarity/ Understanding of the context / Approach to the Project / Work Plan & Methodology under the Technical Proposal submission as the same would be provided to evaluating committee
65.	15	Section 10.1.2, clause (iv)	Eligible Assignments	Relevant experience in providing support for CSR initiatives/ projects for infrastructure development in Government Sector such as Education/ Waste & Water/ Power & Utilities etc. in India in the last 5 years.	We request the Ministry to consider relevant experience as in providing consultancy support for CSR initiatives for both Government and Private Sector clients in last 5 years. You may provide added weightage to CSR consulting experience undertaken in tourism sector.	No change in existing criteria

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66.	16	Section 10.1.3 (Constitution of the team)	Project planning Expert	Qualification & Experience <ul style="list-style-type: none"> Degree in B.E./B Tech/ Bachelor of Architecture with Master's in planning/ Architecture and Infrastructure or equivalent. 	Request to allow MBA Tourism as an equivalent qualification.	RFP provides for Project Planning Expert Education Qualification: Degree in B.E./B. Tech/ Bachelor of Architecture with Master's in planning /Architecture and Infrastructure or <u>equivalent</u> .
67.	16	Section 10.1.3 (Constitution of the team)	Management Consultant	Qualification & Experience <ul style="list-style-type: none"> Experience in working on project management project with e-governance domain for Govt. / Public sector 	Since the scope of work is largely related to coordination with IT Team for microsites updation, review/ appending website functionalities, data/information management on microsite and other management information tasks, e-governance, which is largely G2G, G2C, G2B, etc. experience may not be necessary. Experience in MIS / data analysis/ dashboard management shall be more beneficial.	No change in existing criteria
68.	12	Section 9.1	Bid submission	Proposal should be submitted on https://tourism.euniwizarde.com	Tender has been uploaded on eProcurement System Government of India website (www.eprocure.gov.in)	Yes. The bid submission will be accepted on eProcurement System Government of India

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
					We request bid submission also on the same portal.	<p>website (www.eprocure.gov.in)</p> <p>The clause 9.1 (II) is now modified as</p> <p>II. Proposal can be submitted only on www.eprocure.gov.in</p>
69.	19 & 20	Section 14	Indemnity and Limitation of Liability	New Clause	<p>Request for addition of following to the existing clause-</p> <p>The client (and any others for whom Services are provided) shall not recover not recover from 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</p>	No change in existing criteria

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					the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are provided) shall not recover from 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.	
70.	Page no. 15	Clause 10.1.2	Eligible Assignments	i. Experience in handling similar schemes including program management, project identification and selection, project evaluation, governance mechanism, implementation framework, monitoring and understanding of the established procedures	i. Experience in handling similar schemes including program management, project identification and selection, project evaluation, governance mechanism, implementation framework, monitoring and understanding of the established procedures of the Government relating to approvals, procurement etc.	No change in existing criteria

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
				<p>of the Government relating to approvals, procurement etc.</p> <p>a. Experience in providing at least 2 (two) Project Management support for implementation of projects related to engagement should be ongoing or complete within the last 5 years.</p> <p>b. Engagements of similar nature relates to Tourism/Heritage destination development will be preferable.</p> <p>c. Program/Project management consultancy engagement in Central Ministry will be preferred</p>	<p>a. Experience in providing at least 2 (two) Project Management support for implementation of projects related to engagement should be ongoing or complete within the last 10 years.</p> <p>b. Engagements of similar nature relates to Tourism/Heritage destination development will be preferable.</p> <p>c. Program/Project management consultancy engagement in Central Ministry will be preferred</p>	
71.	Page no. 15	Clause 10.1.2	Eligible Assignments	ii. Experience in understanding Tourism sector PPP projects for State/ Central	iii. Experience in understanding Tourism sector PPP projects for State/ Central	No change in existing criteria

S. No.	RFP Page No.	RFP Section/ Sub-section No.	RFP Section/ Sub-section Title	Content of the RFP requiring clarification	Query or point of clarification required	Remarks
				Government Departments in Last 5 years	Government Departments in last 10 years	
72.	Page no. 15	Clause 10.1.2	Eligible Assignments	<p>iii Relevant experience in preparing destinations/ site potential assessment/ development plans in the last 5 years as consultants at central or state level in India.</p> <p>a. Engagement of similar nature related to Tourism/ Heritage destinations development will be preferable</p>	<p>iii Relevant experience in preparing destinations/ site potential assessment/ development plans in the last 10 years as consultants at central or state level in India</p> <p>a. Engagement of similar nature related to Tourism/ Heritage destinations development will be preferable.</p>	No change in existing criteria
73.	Page 9	6. Minimum Eligibility Criteria	6. Minimum Eligibility Criteria	4. In the last 5 years- the firm/Agency should have successfully executed/completed/ undertaken projects of providing consultancy services for e-Governance/ PMU project to Central/State Government/PSU as per the below criteria (For ongoing projects, the agency should have worked on the project for a period of at least 2 years):	Assignment Value should not be considered for eligibility. Since the value is usually based on competitive bidding / and / or negotiation, the criteria of fees received / receivable should not be considered for qualification / evaluation.	No change in existing criteria

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				1. Three completed/ ongoing projects each with project fee over INR 1 crore; or 2. Two completed/ ongoing projects each with project fee over INR 2 crore; or 3. One completed/ ongoing project with project fee over INR 5 crore		
