

Government of India
Ministry of Tourism
(Swadesh Darshan Division)

Transport Bhawan,
1, Sansad Marg,
New Delhi

File no. 7(13)/2018-SD

Dated 15.03.2021

Subject:- Minutes of the pre-bid meeting held on 08.03.2021 in respect of RFP dated 23.02.2021 for ‘Selection of Project Management Consultant / Transaction Advisor for implementation of Tented Accommodation under Champion Service Sector Scheme’

A pre-bid meeting was held under the chairmanship of Joint Secretary (Tourism) on 08.03.2021 in respect of RFP dated 23.02.2021 for ‘Selection of Project Management Consultant / Transaction Advisor for implementation of Tented Accommodation under Champion Service Sector Scheme’. Deputy Secretary (SD), Asstt. DG (SD) and Asstt. Director (SD) were present during the meeting. The following agencies had sent their pre-bid queries to the Ministry of Tourism and except for the agency listed at S.no. (v) attended the meeting :-

- (i) M/s Pricewater Cooper Pvt. Ltd. (attended through VC)
- (ii) M/s Ernst & Young LLP (attended physical)
- (iii) M/s aXYKno Capital Services Pvt. Ltd. (attended through VC)
- (iv) M/s Deloitte Touche Tohmatsu India LLP (attended through VC)
- (v) M/s Almondz Global Securities Limited
- (vi) Infrastructure Dev. Corporation (Karnataka) Ltd. (attended through VC)
- (vii) KPMG (attended physical)

2. The agencies raised multiple queries during the meeting. It was informed that the Ministry of Tourism is examining the queries and will upload its remarks in respect of the queries (remarks / comments) raised along with the corrigendum, if any on the portals mentioned in the RFP. The agencies was advised to keep on checking the official website of the Ministry of Tourism (www.tourism.gov.in) and eprocure website for the details.

3. The meeting ended with vote of thanks to the chair.

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Corrigendum

Subject:- Corrigendum in respect of RFP dated 23.02.2021 for 'Selection of Project Management Consultant / Transaction Advisor for implementation of Tented Accommodation under Champion Service Sector Scheme'.

Reference is invited to the Ministry of Tourism's RFP dated 23.02.2021 for 'Selection of Project Management Consultant / Transaction Advisor for implementation of Tented Accommodation under Champion Service Sector Scheme'.

2. The amendments / alterations made in respect of the above mentioned RFP is enclosed.


(Rajesh Kumar Sahu)
Deputy Secretary

Encl.:- As above

Amendments / alterations made in respect of the above mentioned RFP dated 23.02.2021 regarding ‘Selection of Project Management Consultant / Transaction Advisor for implementation of Tented Accommodation under Champion Service Sector Scheme’

RFP Section / Sub-section	Content of the RFP	Amendment / alteration
<p>Page 21 of Vol. II, clause 4.4.2 and other related references in the RFP</p>	<p>The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to termination of the Agreement</p>	<p>The Authority will not consider substitution of Key Personnel except for reasons of any incapacity, health issues, death or resignation by the key personnel, which is beyond the control of the consultant. Substitution of any key personal proposed by the consultant beyond the reasons mentioned above will be considered in rare case and the same shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments (every month) due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to termination of the Agreement. (Deduction from the payment which is due to the consultant, will not be done if the replacement is for the reasons</p>

		related to incapacity, health issues, death or resignation by the key personnel and which his beyond the control of the consultant)
Form 1 of Appendix I (Page 46 of Vol. I) Para 6	6. I/We certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.	I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
Page 12 of Vol. I, Clause 2.3.2 D (and other related references)	All the Key Personnel proposed for the assignment shall be on the pay roll of the Bidder for a period of minimum 1 year on the date of PDD.	The Team Leader cum PPP Expert and Finance Expert shall have worked with the company for a minimum period of one year on the date of PDD.
Page 13 of Vol. I, clause 2.3.2	The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors\$ stating its total revenues from consultancy assignments during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.	The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors\$ stating its total revenues from consultancy assignments during each of the past three financial years. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.
Page 52 of Vol. 1, Form 4, Appendix I	## Exchange rate should be taken as Rs. 70 per US \$ for conversion to Rupees.	For all conversions, the bidders may use the MEA foreign exchange rate

		for the month of February, 2021 (1 US\$ = Rs. 73.96) (ref. clause 1.71 of Vol. I of the RFP and Form 4, Appendix I)
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For other details, comments/ remarks (reply to the pre-bid queries) of the Ministry of Tourism may be referred to.

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Ministry of Tourism
(Swadesh Darshan Division)

Transport Bhawan,
1, Sansad Marg,
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File no. 7(13)/2018-SD

Dated 15.03.2021

The Ministry of Tourism has floated an RFP dated 23rd February, 2021 for ‘Selection of Project Management Consultant / Transaction Advisor for implementation of Tented Accommodation’ under Champion Sector Service Scheme. The remarks / comments of the Ministry of Tourism in this respect is detailed as under:-

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
1.	21 (Vol. 2)	4.4.2	Substitution of Personnel	The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a	There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.	The Authority will not consider substitution of Key Personnel except for reasons of any incapacity, health issues, death or resignation by the key personnel, which is beyond the control of the consultant. Substitution of any key personal proposed by the consultant beyond the reasons mentioned above will be considered in rare case and the same shall be subject to equally

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				<p>condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to termination of the Agreement</p>	<p>Also, this clause shall be subject to the cap as provided in the Liquidated damages/penalties clause above</p>	<p>or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments (every month) due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to termination of the Agreement. (Deduction from the payment which is due to the consultant, will not be done if the replacement is for the reasons related to incapacity, health issues, death or resignation by the key personnel and which his</p>

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
						beyond the control of the consultant)
		4.4.4				No change in the RFP
2.	72 (Vol. 2)	1.8	Location	The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant and the office of authority.	We request the authority to consider to include appropriate language on the lines below (example): "If there are any circumstances that reasonably restrict or affect the ability of personnel to travel or to be physical present at any specific office/location, then without prejudice to your obligations (including payment obligations), MOT shall allow such personnel to work from home or other remote location till the time such circumstances exist"	No change in the RFP
3.	14 of Vol. I 46 of Vol. I	2.3.6 Point 6 (page 46)	Past performance of the Bidder	A Bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a	Request client to allow us to submit this declaration with the clarification that the bidder has not been expelled from any project or contract as evidenced by imposition of a penalty by a final arbitral award or final decree/order of	No Change in Clause 2.3.6. Point 6 of Form 1 (Letter of Proposal) of Appendix I may read as under: I/We certify that in the last three years, we or any of our

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.	a judicial or regulatory authority nor have had any contract terminated . Further, we request the client to allow us to submit this declaration stating that any termination for breach of contract (limited to the sole default of us) should have been approved / upheld by any final court decree or arbitral award us to such effect. We would also like to clarify that given the large volume of work performed by the bidder, contracts with clients may on certain rare occasions be terminated, suspended or not renewed for a variety of reasons, majority of which are suspended for business reasons, necessities or convenience of the clients. However, there is no instance of any contract having been terminated on account of any determined non-performance of contract.	Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
4	12	2.3.2 (D) (Vol. I)	Minimum Qualification and Experience of Key	Masters Degree in Management (MBA/PGDBM)	To allow Masters in planning as one of the eligible	No Change in RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
			Personnel – Team Leader cum PPP expert		qualification for the Team leader cum PPP expert	
5	28	3.1.3 (Vol. I)	Eligible Assignments	For the purposes of determining Conditions of Eligibility and evaluating the Proposals under this RFP, following assignments which are granted by the government, statutory authorities and public sector entities and has been undertaken in the last 5 (five) years preceding the PDD, shall be deemed as eligible assignments (the “Eligible Assignments”):	1. We request the authority to kindly allow eligible assignments undertaken in the last 10 years instead of 5 years. 2. We would also like to clarify if there have been multiple transaction advisory / feasibility studies as part of one mandate, then would the individual engagements be considered as separate eligible assignments?	No Change in the RfP. Individual work order will be considered as individual assignment
6	81	3.4.4 (Vol. II)	Liability of the Consultant	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 subject, however, to a	Client is requested to not make the limitation of liability subject to receivables under the insurance proceeds. Client is requested to limit consultant’s liability to 1X of the total contract value. This is as per GFR and the guidelines	No change in the RFP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				limit equal to 3 (three) times the Agreement Value.	issued by Meity. It is also the normal industry practice. The insurance clause makes the 1X liability ineffective as it increases to multiple times of TCV.	
7	83,84	3.9.3 & 3.12	Documents prepared by the consultant to be property of the Authority & Accuracy of Documents	The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the	There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section. If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.	No change in the RFP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				aforementioned rights of the Authority.		
8.	85,	4.2.2	Substitution of key personnel	The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution	We request client to cap all the liquidated damages/penalties cumulatively to 5% of the total contract value.	Amendment in respect of Substitution of key personnel: - As per clarification given at S.no. 1 No change in Liquidated damages for error / variation

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to termination of the Agreement.		
	88	7.2.1	Liquidated damages for error / variation	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons		

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				beyond the control of the Consultant, suitable extension of time shall be granted.		
9.	47	Form I of Appendix I	Point no. 10	I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees	Suggestion made to change the language as below:- " that no investigation by a regulatory authority is pending either against the consultant or against our Associates or against consultant's current CEO or any of consultant's current Board of Directors/Managers/employees which if adversely determined, would impact the ability of consultant to provide services under the aforementioned RFP. We also wish to clarify that such declaration is with respect to Board Directors/Managers/employees who are proposed to be deployed on the project and the term investigation would mean investigation with reference to their official representation as an employee of the consultant."	No change in the RFP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
10.	76	2.9.3 3.3.1	Cessation of rights and obligations Confidentiality	As per the content in RFP	To reduce the survival period of confidentiality obligations to one year post expiry or termination	No change in the RFP
11.	83	3.9.2	Documents prepared by the Consultant to be property of the Authority	As per the content in RFP	To allow to refer to the Ministry and the services performed by the consultant for citation / reference purposes, as long as we do not disclose your confidential information.	No change in the RFP
12.	39	2.3	Bid Process Management for implementation of the identified projects through Public Private Partnership Frameworks – Marketing the project	As per the content in RFP	There may be need of road shows, hosting of events, printing, stationary, travel, stay etc. required for marketing of the project. We request you to clarify if such cost would be borne by the authority?	Cost on organizing the events such as road shows etc. will be borne by the authority
13.	36	Schedule1: Terms of Reference (TOR)	Concept Plan	As per the content of RFP	Since the scope of work mentions preparation of concept plan including layout, multiple design prototypes, conceptual infrastructure plan,	No change in the RFP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
					<p>this would entail requirement of onboarding an external design / architect firm. We request the authority to allow consortium / JV.</p> <p>Therefore, we request you to allow sub-contracting and add another position of key expert i.e. Urban planner / design architect etc. to bring the right experience on board to deliver this assignment</p>	
14	38	2.3 of TOR (Vol I)	Bid Process Management for implementation of the identified projects through Public Private Partnership Frameworks	As per the content of RFP	We request the authority to kindly include another position of expert i.e. Legal expert as the scope mentions to Draft Concession/ Development Agreements. Therefore, we again request you to allow sub-contracting for such key experts.	No change in the RFP
15	12 of Vol. I	2.3.2 D (Vol. I)	Conditions of Eligibility for Key Personnel - Minimum one year on payroll of the Bidder	All the Key Personnel proposed for the assignment shall be on the pay roll of the Bidder for a period of minimum 1 year on the date of PDD.	All the Key Personnel proposed (except architect /design expert and Legal expert, if accepted) for the assignment shall be on the pay roll of the Bidder as on the date of PDD. There may be experts who are better	The Team Leader cum PPP Expert and Finance Expert shall have worked with the company for a minimum period of one year on the date of PDD.

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
					experienced who might have joined the bidder less than a year. This would allow flexibility in placing the right candidates for the bid.	
16	25	2.25.1	Appointment of Consultant Discussion	The Selected Bidder may, if necessary, be invited for discussion with an objective to re-confirm the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be conversed during the discussion. In case the Selected Bidder fails to reconfirm its commitment, the Authority will scrap the bid for that site and call for Re-bid. The Authority may also declare the Selected	We request the authority to omit the blacklisting clause, as there may be unforeseen circumstances due to which the bidder may not be able to accept or come on a mutual ground on a particular activity of the project or clause.	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				Bidder as unfit/blacklisted for future bidding.		
17	81,83	3.5 & 3.10	Insurance to be taken by	As per the content of RFP	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	No Change in the RfP
18	12 of Vol I	2.3.2 (D)	Conditions of Eligibility for Key Personnel - Minimum one year on payroll of the Bidder	All the Key Personnel proposed for the assignment shall be on the pay roll of the Bidder for a period of minimum 1 year on the date of PDD.	Suggestion Made	Alteration as referred in Sl. 15

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
19	21 of Vol II	4.4	Substitution of Key Personnel	As per the content in the RFP	We would like to inform that the said project is a long-term 2-year tenor project. With job market opening up very rapidly, it is difficult for firms to retain personnel and fulfil all their aspirations. We request you to kindly consider “resignation or exit from firm” as one of the valid reasons for substitution besides others. Penalty may be imposed only in case of substitution for reasons other than resignation and health. Request to allow substitution of “Team leader” as well only for reasons of resignation or ill-health.	Alteration as suggested in SL No. 1
20	21 of Vol II	4.5	Working hours, overtime, leave, etc.	The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant’s remuneration shall be deemed to cover these	We would like to inform that the project requires full-time deployment of 24 months in 2 years for all 4 experts. This clause is generally applicable wherein different man-days are indicated for different experts. Hence, Annex-2 may not be relevant. 7 days leave should not include Gazetted Holidays	No Change in the RfP. It is clarified that 7 days leave would not include gazette holidays

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				<p>items. All leave to be allowed to the Personnel is excluded from the person days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.</p>	<p>and the limit should be applicable for 1-year period.</p>	
21	22 of Vol II	6.2	Entitlement for allowance and payments for official travel	<p>Any Air-travel & accommodation for the consultant's personnel for site visit etc. will be with the approval of the Authority. The Air Travel/ daily allowance/ food charges and any other expenses would be as per the entitlement of</p>	<p>We would request the Ministry to clarify whether the cost associated with any air travel, accommodation, daily allowance, food charges, etc. shall be borne directly by the Ministry or it would be reimbursed to the Consultant by the Ministry on submission of invoices.</p>	<p>It is explained that the cost would be reimbursed on presentation of bills and following due procedures of Govt. of India. Booking of Travel etc. is also to be done as per the rules & procedures prescribed from time to time.</p>

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				an Under Secretary level officer of the Government of India.		
22	23 of Vol II	6.4 (e)	Mode of billing and payment	(e). Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum	To have parity in the agreement, we request that the delay in releasing payment to the Consultant beyond due date to attract simple interest @ 10% per annum.	No Change in the RfP
23	24 of Vol II	7.2.2	Liquidated Damages for delay	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per	We would like to inform that the RFP does not define any specific timelines for any deliverables under the Terms of Reference. Further, in a long-	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.	term PMC arrangement, team shall be working on parallel deliverables. As a result, working out delay on any specific deliverable may be difficult. Further, penalty on deficiency in services has already been stipulated in clause 7.3.	
24	25 of Vol II	7.3.2	Penalty for deficiency in Services	(b). Impose penalty to the extent of 10% of the quarterly fee in first instance and upto 20% in case of second instance and termination of the contract in case of persistence. The penalty shall be deducted from the payments due or from	The Performance Security is limited to 3% of the Contract value. Therefore, the liquidated damages, if required to be recovered from the value of the Performance Security, cannot exceed 3%.	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				the performance guarantee given by the consultants.		
25	Page 31 of Vol II	Annexure 5	Payment Schedule	Individual invoices raised by the consultant will be examined by the authority usually on quarterly basis and after following the due Government procedures and approvals, payment shall be released	We would like to inform that the personnel shall be full time employee of the firm and would be paid salary, etc. on monthly basis. Therefore, we request Ministry to consider processing the invoices on monthly basis.	No Change in the RfP
26	12 of Vol 1	2.3.2 (B)	Financial Capacity	The Bidder shall have minimum average annual revenue of INR 100 Crore (Rupees one Hundred Crore only) from consultancy assignments during each of the last three financial years (2016-17, 2017-18 & 2018-19) preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees	Department of Economic Affairs, Ministry of Finance, Govt. of India vide RFQ dated 31.05.2020 has formulated detailed guidelines for selection of Consultants wherein, it has benchmarked the Turnover Criteria at Rs. 20 Crores only. (Copy attached). Rs. 20 Crores Turnover Criteria is a reasonable threshold to ensure fair participations resulting into a competitive bid.	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				received by the Bidder for providing advisory or consultancy services to its clients.		
27	28, 29 of Vol I	3.1.3.	Eligible Assignments	For the purposes of determining Conditions of Eligibility and evaluating the Proposals under this RFP, following assignments which are granted by the government, statutory authorities and public sector entities and has been undertaken in the last 5 (five) years preceding the PDD, shall be deemed as eligible assignments (the “Eligible Assignments”)	Eligible Assignments For the purposes of determining Conditions of Eligibility and evaluating the Proposals under this RFP, following assignments which are granted by the government, statutory authorities and public sector entities and has been undertaken in the last Ten (Ten) years preceding the PDD, shall be deemed as eligible assignments (the “Eligible Assignments”):	No Change in the RfP
28	28,29	3.1.3	Eligible Assignments	As per the content of the RfP	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	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
					be considered for qualification / evaluation.	
29	12 of Vol. I	2.3.1 (ii) B	Financial Capacity	The Bidder shall have minimum average annual revenue of INR 100 Crore (Rupees one Hundred Crore only) from consultancy assignments during each of the last three financial years (2016-17, 2017-18 & 2018-19) preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Bidder for providing advisory or consultancy services to its clients.	We are the professional services firm and he major revenues are from the Professional Fees (Management Consultancy and other Services). Hence, we request the Authority to consider the revenue from Professional Fees in place of revenue from Consultancy Assignments during each of the past three financial years.	As Clarified in the RfP. No change.
30	13 of Vol I	2.3.3	Certificate regarding total revenue from consultancy assignment	The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors\$ stating its total revenues from consultancy assignments during	We are the professional services firm and he major revenues are from the Professional Fees (Management Consultancy and other Services). Hence, we request the Authority to consider the revenue from	Para 2.3.3 pertaining to Certificate regarding total revenue from consultancy assignment may read as under: The Bidder shall enclose with its Proposal,

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.	Professional Fees in place of revenue from Consultancy Assignments during each of the past three financial years.	certificate(s) from its Statutory Auditors\$ stating its total revenues from consultancy assignments during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.
31	11 of Vol 1	2.3.2 (A)	Technical Capacity	The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 1 (one) Eligible General assignments as specified in clause 3.1.3 a) and a minimum of 1 (one) Eligible Specific	To secure full marks under Project Experience, a firm should have 8 Eligible General Assignments and 4 Eligible Specific Assignments with 1 Crore and 50 Lakh as the Consultancy Fee Value and to be undertaken within 5 years from the PDD. The proposed evaluation criteria requires a firm to have a total 12 separate	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				assignments as specified in clause 3.1.3 b).	assignments to be undertaken with Fee Received higher than 50 Lakhs for each of these assignments. This Eligibility criteria is restrictive considering limited development in the last five years in tourism sector and in PPP projects, we request Authority to re-consider the criteria of evaluation. The Authority may consider eligible project experience during the last Ten (10) years preceding the PDD instead of only five years for Eligible General Assignments and Eligible Specific Assignments as mentioned in 3.1.3 (a) and 3.1.3 (b). Moreover, Authority may consider each of the eligible General Assignment and Eligible Specific Assignment may be considered on the basis of size of the project (project cost) of the past assignment and with lesser no. of such projects in each of these categories.	
32	28, 29 of Vol I	3.1.3 (a) & (b)	Eligible Assignments	As per the content of the RfP		

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
					We further request you to consider projects such as tourism master plans, concept plans etc.	
33	12 of Vol I	Clause 2.3.1 (ii) (D) (i)	Minimum one year on payroll of the Bidder	All the Key Personnel proposed for the assignment shall be on the pay roll of the Bidder for a period of minimum 1 year on the date of PDD.	As the requirements are diverse and multi-disciplinary and joint venture is also not permitted, we request authority to relax this criteria and consider two out of four key Personnel proposed for the assignment shall be on the pay roll of the Bidder for a period of minimum 1 year on the date of the PDD.	As Clarified in SI NO 15
34	34	Schedule I	Terms of Reference	As per the ToR in the RfP	As per our understanding the scope of the services of the consultant include preparation of DPR/ proposal/ documents under the “Champion Service Sector Scheme” for obtaining funds. And it will further include all the correspondence with other government agencies wrt getting funds from government of India.	No change in the RFP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
35	37	Schedule I	Terms of Reference Clause 3 Concept Plan	As per the ToR in the RfP	For preparation of conceptual infrastructure, it may be necessary to obtain topographical survey, geo technical investigations and any other surveys, we believe these surveys are not part of the professional fee and the Authority shall provide such information.	Consultant is not required to undertake technical surveys such as soil investigation, topography studies since the same has to be provided by the State Government. However, the consultant would have to assist MOT and the State Government in conducting such endeavors.
36	21 of Vol II	4.4.2	Substitution of Key Personnel	As per the content in the RFP	We request the Authority to consider the “substitution of key personnel only if the proposed new key personnel are equally or better qualified & experience personnel, however, we request the Authority not to levying deductions from the quoted remuneration specified.	Alteration as suggested in S1 No. 1
37					New Clause Proposed: the consultant shall be paid a fixed fee every month. We request the Authority to consider an increment of 10% after completion of every year of services as an adjustment for the increase in salary etc.	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
38	23 of Vol II	6.4. (b) (ii)	Mode of Billing and Payment	<p>(b). The Consultant shall be paid for its services as per the Payment Schedule at Annex-5 of this Agreement, subject to the Consultant fulfilling the following conditions:</p> <p>(i). No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.</p> <p>(ii). The Authority shall pay to the Consultant, only the undisputed amount.</p>	<p>As per our understanding the contract is for providing manpower for a continuous period of 24 months. And Consultants shall be paid for the deployment of this manpower for the scope of work / activities defined by the client. This is not a milestone based contract.</p> <p>Kindly clarify the definition of the next stage and preceding stage.</p>	
38	14, 15 of Vol I	2.4	Conflict of Interest	As per the content in the RFP	We request Authority to replace the Conflict of Interest clause with the following: Exclusivity and Conflict of Interest(a) As a practice, DTTILLP, in appropriate circumstances, before taking on engagements, checks for	<p>No change in the RfP.</p> <p>The issues pertaining to conflict of Interest will be dealt as per the provisions mentioned in the RfP and as per the legal procedures.</p>

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
					<p>conflicts of interest in accordance with its internal processes and systems which are expected to reasonably identify conflicts, if any. However, any such processes and systems may not identify all situations where there may be a conflict with Client interests even if there are reasonable efforts to do so. The Client is to notify DTTILLP promptly of any potential conflict that may affect this engagement upon becoming aware of the same.(b) As a matter of policy, DTTILLP and other Deloitte Entities do not accept clients or engagements on an exclusive basis. It is understood that DTTILLP or other Deloitte Entities may be engaged to provide services to other parties considering the same or a similar transaction in connection with which Services are being provided under this Contract. If such an engagement is being performed or were to be undertaken, the</p>	

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
					<p>engagement team providing services hereunder would be separate from any engagement team providing services to such other parties, if any. Confidential information, including the identity of counterparties of the transaction, if any, obtained in DTTILLP's engagement with the Client will not, without the Client's prior permission, be disclosed to such other parties, if any. Similarly, other Deloitte Entities and their personnel will have no responsibility to the Client to use or disclose information, including the identity of such other parties, if any, that other Deloitte Entities possesses by reason of its services for such other parties, if any, whether or not such information might be considered material to the Client.(c) Other parties related to the transaction, in connection with which Services are being provided under this Contract, may, from</p>	

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
					<p>time to time have engaged other Deloitte Entities to provide various other services, including compliance and consulting services. Such other parties may be interested in such transaction. As a result, performance of Services by us could be deemed a conflict of interest. DTTILLP believes that such Services do not represent a conflict and will not impair its objectivity. (d) Should a conflict of interest arise during the term of our engagement and DTTILLP is unable to continue to act for the Client as a result of such conflict, DTTILLP shall be entitled to terminate this Contract with immediate effect upon written notice to the Client. DTTILLP</p> <p>or other Deloitte Entities shall not have any liability arising from a situation where DTTILLP has to cease to act because of a conflict of interest situation.</p>	

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
39	26 of Vol I	2.30	Proprietary Data	<p>Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal, or any information related thereto.</p>	<p>We request the Authority to consider the Proprietary data subject to the following “On payment of all of Applicant/Consultant/Bidder fees in connection with this Agreement, Authority shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Agreement, any deliverables/report or work product for the purpose for which the deliverables/report or work product were supplied. Consultant retains all rights in the deliverables/report and work product, and in any software, materials, know-how and/or methodologies that the Consultant may use or develop in connection with this Agreement. Without prejudice to the above, Authority shall continue to be owners of the information which belongs to Authority and provided by Authority to the Applicant for</p>	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
					the purpose of this engagement.	
40	33 of Vol I	5.1.3	MISCELLANEOUS	5.1.3. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent,	We request the Authority to remove this clause as it may be against basic principles of law and natural justice. No party should be asked to waive its rights against the other.	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				whether present or future		
41	33 of Vol I	5.1.4	MISCELLANEOUS	All documents and other information supplied by the Authority or submitted by an Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.	We request the Authority to consider and revise the clause with minor changes: All documents and other information supplied by the Authority shall remain or become the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.	No Change in the RfP
42	46 of Vol I	Form I	SL No 11	I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India]	We request the Authority to consider deleting this line as this is against basic principles of law and natural justice. No party should be asked to waive its rights against the other.	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.		
43	9 of Vol 2	2.4.1	Expiry of Agreement	Unless terminated earlier pursuant to Clauses 2.3 or otherwise, this Agreement shall, unless extended by the Parties by mutual consent, expire after two years after the Effective Date as specified in Clause 2.1.	We request the Authority to add the following additional clause “Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder”	No Change in the RfP
44	9 of Vol 2	2.5.1	Entire Agreement	This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto	We request the Authority to modify the clause as following: “This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				<p>shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.</p>	<p>hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn”</p>	
45	12 of Vol II	2.9.3	Cessation of rights and obligations	Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or	We request the Authority to delete sub-clause (ii) and (iii) of 2.9.3.	No change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				<p>upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party</p>		

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				may have under this Agreement or the Applicable Law.		
46	17 of Vol 2	Clause 3.4.3	Liability of the Consultant	(ii). for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.	We request the Authority to limit the Liability to the maximum professional fee that a Consultant would receive under this contract only. As many firms would have insurance coverage at firm level and are of much higher value.	No Change in the RfP
47	18 of Vol 2	3.6	Accounting, inspection and auditing		We request the Authority to remove this clause as any audit rights are subject to confidentiality. Upon request, we can agree to provide the time and expenses related records in relation to the services.	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
					We request Authority to consider and modify the clause accordingly.	
48	19 of Vol 2	3.9.1 & 3.9.2	Documents prepared by the Consultant to be property of the Authority	As per the content of RfP	We request the Authority to revise the clauses 3.9.1 and 3.9.2 as below; “On payment of all of Applicant/Consultant fees in connection with this Agreement, Authority shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Agreement, any deliverables/report or work product for the purpose for which the deliverables/report or work product were supplied. Consultant retains all rights in the deliverables/report and work product, and in any software, materials, know-how and/or methodologies that the Consultant may use or develop in connection with this Agreement. Without prejudice to the above, Authority shall continue to be owners of the information which belongs to	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
					Authority and provided by Authority to the Applicant for the purpose of this engagement.”	
49	19 of vol II	3.9.3	Documents prepared by the Consultant to be property of the Authority	The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.	We request the Authority to remove this clause	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
50	19 of Vol. II	3.11	Providing access to Project Office and Personnel	The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.	We request the Authority to remove this clause due to confidentiality.	No Change in the RfP
51	20 of Vol. II	3.12	Accuracy of Documents	The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other	We request the Authority to delete this clause as the consultants can not be responsible for the data, drawings, surveys undertaken by other agencies.	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				<p>agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-</p>		

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				survey / investigations.		
52	24 of Vol. II	7.2.2	Liquidated Damages for error/variation		We understand that such delays are solely and directly attributable to the Consultant only. Please clarify.	Para 7.2.2 clearly state that the clause should be applicable when any error or variation or plagiarism is detected in the data, data analysis or reports, submitted by the Consultant. Para 7.2.2 of Vol II may be referred.
53.	24 of Vol. II	7.1	Performance Security	The Consultant will submit a Performance Security to the tune of 3% of the total contract value in the form of Bank Guarantee (BG), which would be valid for 60 days beyond the project completion date as given in the Terms of Reference.	It is requested that the Performance Security should be co-terminus with the engagement.	No Change in the RfP
54.					New clause proposed: We propose to include the following clauses :- (i)Client ("Authority") agrees that the ("Bidder"/"Consultant") shall	No Change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
					<p>not be liable to Authority for any losses for an aggregate amount in excess of the fees paid by Authority to the Bidder under the contract.</p> <p>ii. Authority shall indemnify and hold harmless the Bidder for all losses and claims arising in connection with any third party claim in relation to or pursuant to the contract or the services.</p> <p>iii. Authority shall not disclose to any third party the advice, opinions, reports or other work product of the Bidder provided hereunder without the prior express written consent of the Bidder.</p>	
55	11 of Vol. I	2.2	Consortium of firms	No Consortium of firms shall be allowed. Therefore, no details in respect of consortium may be submitted as the same will be ignored	We request to the authority to kindly allow the Consortium/joint ventures.	No Change in the RfP
56	12 of Vol. I	2.3.2 (B)	Financial Capacity	The Bidder shall have minimum average annual revenue of INR 100 Crore	We request to the authority to kindly reduce the average annual revenue of INR 100 Crore (Rupees one Hundred	No change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				(Rupees one Hundred Crore only) from consultancy assignments during each of the last three financial years (2016-17, 2017-18 & 2018-19) preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Bidder for providing advisory or consultancy services to its clients.	Crore only) to INR 25 Crore (Rupees Twenty Five Thousand only) from consultancy assignments during each of the last three financial years (2016-17, 2017-18 & 2018-19) preceding the PDD.	
57	29 of Vol. I	3.1.3 (B)	Eligible Assignments	Experience of undertaking projects in India & abroad pertaining to transaction advisory services/ feasibility / consultancy services for PPP projects in Tourism and hospitality sector (the “Eligible Specific Assignments”)	We request to the authority to kindly amend the Clause as follows: Experience of undertaking projects in India & abroad pertaining to transaction advisory services/ feasibility / consultancy services for PPP projects in Tourism and hospitality sector or any infrastructure sector (the “Eligible Specific Assignments”)	No change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
58	29 of Vol. I	3.1.3 (B)	Eligible Assignments	Provided that the Applicant firm claiming credit for an Eligible General Assignment shall have, prior to PDD, received professional fees of at least Rs. 1 Crore (one crore) for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 50 Lakh (Fifty Lakh).	Provided that the Applicant firm claiming credit for an Eligible General Assignment shall have, prior to PDD, received professional fees of at least Rs. 10 Lacs for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 50 Lakh (Fifty Lakh).	No change in the RfP
59	29 of Vol. I	3.1.3 (B)	Eligible Assignments	Provided further that if the Applicant firm is claiming credit for an Eligible Specific Assignment, shall have, prior to the PDD, received professional fees of at least Rs. 50 Lakh (Fifty Lakh) for such assignment, and where credit is being claimed	Provided further that if the Applicant firm is claiming credit for an Eligible Specific Assignment, shall have, prior to the PDD, received professional fees of at least Rs. 5 Lakh (Fiive Lakh) for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 25 Lakh	No change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				by a Key Personnel, the estimated cost of the assignment should be at least Rs. 25 Lakh (Twenty-five Lakh).	(Twenty-five Lakh).	
60	11	2.2	Consortium of Firms	No Consortium of firms shall be allowed. Therefore, no details in respect of consortium may be submitted as the same will be ignored	We request the Authority to allow Joint Venture /Consortium between at least 2 firms to meet technical and financial criteria jointly.	No change in the RFP
61	12 of Vol. I	2.3.2 (B)	Financial Capacity	The Bidder shall have minimum average annual revenue of INR 100 Crore (Rupees one Hundred Crore only) from consultancy assignments during each of the last three financial years (2016-17, 2017-18 & 2018-19) preceding the PDD.	In the current COVID-19 pandemic situation, government is Promoting Indian companies and given a Mantra as 'Vocal for Local' so that the economy can revive. Considering the same, central Govt is promoting MSMEs. We request that in case of MSME bidder, criteria to be relaxed to minimum average annual revenue of INR 30 Crore (Rupees one Hundred Crore only) from consultancy assignments during each of the last three financial years (2016-17, 2017-18 & 2018-19) preceding the PDD.	No change in the RFP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
62.	Page 12 of Vol. I	2.3.2 D	Conditions of Eligibility of Key Personnel	<p>The Bidder shall offer and make available all Key Personnel as per the TOR. Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:</p> <p>(i) Minimum one year on payroll of the Bidder</p> <p>All the Key Personnel proposed for the assignment shall be on the pay roll of the Bidder for a period of minimum 1 year on the date of PDD.</p>	<p>We request that the key experts be allowed to be procurement from the market. This is allow us to take best suitable experts as per RFP requirements on board.</p>	As mentioned in S.no. 15
63.	29 of Vol. I	3.1.3	Eligible Assignments	<p>Provided that the Applicant firm claiming credit for an Eligible General Assignment shall have, prior to PDD, received professional fees of at least Rs. 1 Crore (one crore) for such assignment, and where credit is being claimed by a Key</p>	<p>We request for following modification in the clause: Provided that the Applicant firm claiming credit for an Eligible General Assignment shall have, prior to PDD, received professional fees of at least Rs. 50 Lakh (Fifty Lakh) for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the</p>	No change in the RFP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				Personnel, the estimated cost of the assignment should be at least Rs. 50 Lakh (Fifty Lakh).	assignment should be at least Rs. 25 Lakh (Twenty-Five Lakh).	
64.	29 of Vol. I	3.1.3	Eligible Assignments	Provided further that if the Applicant firm is claiming credit for an Eligible Specific Assignment, shall have, prior to the PDD, received professional fees of at least Rs. 50 Lakh (Fifty Lakh) for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 25 Lakh (Twenty-five Lakh).	We request for following modification in the clause: Provided further that if the Applicant firm is claiming credit for an Eligible Specific Assignment, shall have, prior to the PDD, received professional fees of at least Rs. 25 Lakh (Twenty-Five Lakh) for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least Rs. 10 Lakh (Ten Lakh).	No change in the RFP
65	30 of Vol. I	3.4	Combined and Final Evaluation	Proposals will finally be ranked according to their combined technical (Tb) and financial (Cb) scores as follows:	We request that MSME bidders be given preference and combined score calculation be based on the provisions of GFR 2017 and 'Manual for Procurement of Consultancy &	No change in the RFP. Decision will be taken as per Government's instructions in such matters.

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				<p>$Bb = (0.7) * Tb + (0.3) x (Cmin / Cb * 100)$ Where, Bb = overall combined score of bidder under consideration (calculated up to two decimal points) Tb = Technical score of the bidder under consideration Cb = Financial bid value of the bidder under consideration Cmin = Lowest financial bid value among the financial proposals under consideration</p>	<p>Other Services, 2017' released by M/o Finance. The computation of Combined Score in QCBS is given below:</p> <p>Combined score = Bb = $(0.8)*Tb + (0.2) X (Cmin / Cb*100)$; in case of non-MSE bidders</p> <p>Combined score = Bb = $(0.8)*Tb + (0.2) X (Cmin' / Cb*100)$; in case of MSE bidders</p> <p>where Cmin = minimum (min. quotation by Non-MSE bidders, min. quotation from MSE bidders)</p> <p>Cmin'= minimum (min. quotation from MSE bidders, CminX1.15)</p> <p>The rest of the notations will retain their definition as given in the RFP</p>	

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
66	39 of Vol I	SCHEDULE – 1: TERMS OF REFERENCE (TOR) 2.4	Monitoring of Project Implementation	The Consultant would assist the Authority in fulfilling the Authority's obligations, if any, under the Concession Agreement and monitoring the progress by the selected developer.	Considering that the agreement period or concession period for each project site may vary and the concession period would be for a period more than that of the Agreement Period of the Consultant. Please clarify whether, the monitoring is only restricted to construction period or also includes O&M period.	No change in the RFP
67	40 of Vol I	SCHEDULE – 1: TERMS OF REFERENCE (TOR) 2.5 (4)	Consultant's office to be in Delhi/ NCR	The Consultant shall have/ establish an office in Delhi/NCR, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the period of the assignment. The authorized officials of the Authority may visit the	We request that key personnel be allowed to work from Head Office of the bidder. This will provide key personnel a ready access to support staff and knowledge database	No change in the RFP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				Consultant's Project Office or field locations any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office.		
68	85 (Vol. 2)	4.4.2	Substitution of Personnel	As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration	We request you to reduce the penalty conditions as follows: As a condition to such substitution, a sum equal to 10% (ten per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 15% (fifteen per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to termination of the	As mentioned in SL No.1

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				specified for the original Key Personnel. Any further substitution may lead to termination of the Agreement.	Agreement.	
69	95 of Vol 2	Annex 5	Payment Schedule	Individual invoices raised by the consultant will be examined by the authority usually on quarterly basis and after following the due Government procedures and approvals, payment shall be released	Invoice to be raised on monthly basis based on the resource person inputs. But the invoices are examined on quarterly basis for the purpose of approval. Please clarify whether the payments will be made monthly or quarterly.	No change in the RFP
70.	12 of Vol. 1	2.3.2 (D) (i)	Minimum one year on payroll of Key Personnel	All the Key Personnel proposed for the assignment shall be on the pay roll of the Bidder for a period of minimum 1 year on the date of PDD.	We request that the consideration for the key personnel to be on the pay roll of the bidder may be removed so that resources with the subject matter expertise can be brought on board for effective delivery of the assignment.	As per remarks given in s.no. 15
71	12 of Vol. I	2.3.2 (D) (ii)	Minimum Qualification and	As detailed in the para of RFP	In order to ensure maximum participation, it has been suggested to reconsider the	No change in the evaluation criteria.

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
			Experience of Key Personnel		evaluation criteria as suggested by the agency and request has also been made to add an architect / planner as one of the key resources	The consultant can use its in-house expertise of architect/ planner for no additional cost
72	28 of Vol I	3.1	Evaluation of Technical Proposals	As detailed in the para of RFP (marking system)	Revised marking system suggested after adding a key resource	No change in the RfP
73	13 & 29 of Vol. I	2.3.3 & 3.1.4	Certificate regarding total revenue from consultancy assignment & completion certificate respectively	The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors\$ stating its total revenues from consultancy assignments during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants	Clause 2.3.3 states that the proposal certificates should mention the total revenue from consultancy assignments and the fee received in respect of each eligible assignments. Clause 3.1.4 states that completion certificates/auditor certification/self-certification by authorized signatory shall be considered. Please clarify if completion certificate and self-certification by authorized signatory in support of the qualifying parameters is accepted. Also, in case of an ongoing project we would like to request that Letter of Award/Work Order be considered for proof as well.	As per the remarks given at S.no. 30

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				<p>that ordinarily audits the annual accounts of the Bidder.</p> <p>Completion of assignments should be certified by completion certificates/ auditor certification of receipt of payment of the assignment/ self-attestation by the authorized signatory. For on-going assignments minimum fee value as specified in Clause 3.1.3 a & b should be received by the Bidder and certified by Statutory Auditor/Authorized Signatory shall be considered.</p>	<p>It is understood that global credentials of firm can be submitted as a part of this bid. It may be the case that we have/ may have signed Non-Disclosure Agreements (NDA) with few of our clients. As such sharing a Copy of the Purchase order or Letter of Award or Contract of the work, would amount to Breach of contract with our Clients. Therefore, we request to consider Self-Declaration from Authorized Signatory/CA Certification as a supporting document.</p>	
74	25 of Vol. I	2.25 & 20 (Form of Agreement) 4.2	Appointment of Consultant	The Selected Bidder may, if necessary, be invited for discussion with an objective to re-confirm the obligations of the	We understand that the scope of work largely comprising of selection of site, preparation of Techno-Economic Feasibility Report (TEFR) & selection of private partner would not	No change in the RFP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
	20 of Vol. II			Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be conversed during the discussion. In case the Selected Bidder fails to reconfirm its commitment, the Authority will scrap the bid for that site and call for Re-bid. The Authority may also declare the Selected Bidder as unfit/blacklisted for future bidding.	require a full-time deployment since the project work would largely cover site surveys, market analysis and stakeholder consultations. However, we would request for clarity with regard to the deployment plan of resources.	
75	30 of Vol. I	3 3.4	Criteria for evaluation Combined and final evaluation	Proposals will finally be ranked according to their combined technical (Tb) and financial (Cb) scores as follows: $Bb = (0.7) * Tb + (0.3) * (Cmin / Cb * 100)$	It is requested to provide more weightage to technical criteria i.e. the experience/credentials of the bidder and accordingly modify the weights assigned to Technical Proposal and Financial Proposal, to be 0.8 and 0.2 respectively.	No change in the RFP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
76	35 of Vol. I	Schedule I	Terms of Reference Assistance in Site Procurement	Assist the Authority and States in procurement of land at the selected Sites and identification of required clearances at the site.	We understand that the role of the consultant with regard to the site requirements, would be limited to assist the authorities in data collection, identification for required clearances and assessment of trunk infrastructure. However, we request authority to concur with our understanding that revenue record of respective land parcels and related information would be provided by respective State Governments.	The records will have to be provided by the concerned authorities
77	36 of Vol. I	Schedule I, Terms of Reference	Preparation of Techno – Economic Feasibility Report (TEFR) for selected destinations	<ul style="list-style-type: none"> • Collating requisite base maps using updated satellite imageries for the study region with an overview of the natural features, key linkages, type of land use, settlements and vegetation • Review of development plans and ongoing/ proposed 	The tasks specified for collation of information would entail coordination with State Governments/Urban Local Bodies and other stakeholders to conduct the as-is assessment of the sites. The unavailability or delay in receipt of information would hold up output of the related scope of work. Hence, please clarify if Ministry would help in facilitating the meetings with the respective stakeholders so	The Ministry of Tourism will provide best possible assistance

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				proposals prepared by various agencies including but not limited to local	that the project can be delivered in the envisaged timeline.	
78	39 of Vol. I	Schedule – 1: Terms of Reference 2.5	Other Support	The Authority may assign any other technical or program related activities or other jobs of similar nature to the Consultant.	The clause seems very open ended. Request authority to provide more clarity and definition on the support required.	This will be done as per requirement and with mutual consent. Job of similar nature is not envisaged at this point of time.
79	8 of Vol. I	1.8.1	Schedule of Selection Process	Proposal Due Date or PDD T+35 (30.03.2021)	In view of the above suggestions and clarifications, we request that the timeline for bid submission be suitably extended to 2 weeks from PDD.	The bidders may keep of checking www.tourism.gov.in / www.eprocure.gov.in for notifications
80.	38 of Vol. I	Schedule I TOR	Bid Process Management for implementation of the identified projects through Public Private Partnership Frameworks	This stage involves preparation of tender and other relevant documents including Project Information Memorandum (PIM), Request for Qualification (RFQ), Request for Proposal (RFP) and Draft Concession/ Development	Please clarify if the scope involves legal services. If yes, we understand that consortium is not allowed as per clause 2.2 on page 11 of the RFP. Hence, please confirm if the legal services can be provided by way of service agreement	The TOR are mentioned in the RFP. If any specific legal advise is required, the mechanism formulated by the Government of India will be used for this purpose.

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				Agreements and managing the entire bid process including marketing the project to potential investors/ developers.		
81	14 of Vol. II	Form of Agreement 3.2.2	Conflict of interest	Consultant and Affiliates not to be otherwise interested in the Project	In order to comply with the industry practice, we would like to request for modification of the clause to: Consultant and Affiliates in India not to be otherwise interested in the Project	No change in the RFP
82.	14 of Vol. II	Form of Agreement 3.2.2 (b)	Prohibition of conflicting activities	Neither the Consultant nor the Personnel shall engage, either directly or indirectly, in any of the following activities: (b). after the termination of this Agreement, such other activities as may be specified in the Agreement; or	In order to comply with the industry practice, we request for removal of the clause.	No change in the RFP
83	17 of Vol. II	3.4.3	Liability of the Consultant	The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on	We request for modification of the clause to: The Parties hereto agree that in case of negligence or willful misconduct on the part of the	No change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority	Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused, shall not be liable to the Authority	
84	17 of Vol. II	3.4.3 (ii)	Liability of the Consultant	(ii). for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.	We request for modification of the clause to: for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement	No change in the RfP

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
85.	17 of Vol. II	3.4.4	Liability of the Consultant	This limitation of liability specified in Clause 3.4.3 shall not 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 subject, however, to a limit equal to 3 (three) times the Agreement Value.	We request for modification of the clause to: This limitation of liability specified in Clause 3.4.3 shall not 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 subject, however, to a limit equal to the Agreement Value	No change in the RfP
86	21 of Vol. II	4.4	Substitution of Key Personnel	As per the content in the RFP	We understand that the authority wants to ensure continuity of the team proposed for the assignment. It is requested that the consultants should not be penalised in case of substitution for reasons beyond the control of the consultants such as employee resignation, illness or any other reasons thereof.	As per the clarification given at S.no. 1
87	31 of Vol. II	Annexure 4	Cost of Services	1. The Consultant will be raise its invoice on monthly basis along	We would request for clarification in the payment schedule mentioned as	A composite monthly invoice will be raised by the consultant on monthly basis

S.no.	RFP Page no.	RFP Section/ Sub section no.	RFP section/ sub-section title	Content of the existing RFP	Query or point of clarification made	Remarks / comments of the Ministry of Tourism
				<p>with the details of the work done during that period.</p> <p>2. The consultant will clearly indicate the details of the resource persons provided by it along with its invoice.</p> <p>3. Individual invoices raised by the consultant will be examined by the authority usually on quarterly basis and after following the due Government procedures and approvals, payment shall be released</p>	Annexure 4. We understand the invoices would be raised per resource basis and a monthly progress report would be submitted along with it. We would request for confirmation on the same.	along with the details of the work done during the period along with the details of resource persons provided. No change in the RFP
88	52 of Vol. I	Form 4	Appendix I	## Exchange rate should be taken as Rs. 70 per US \$ for conversion to Rupees.	Suo moto observation	For all conversions, MEA exchange rate for the month of February, 2021 will be applicable. (1 \$ = Rs. 73.96)