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Ministry of Tourism
Transport Bhawan, 1-Parliament Street
New Delhi 110 001

<https://tourism.gov.in>

Public Notice

Date Corrigendum

For

Selection of an Agency as 'Strategic PMU' for NDTM

Corrigendum No. 8

RFP Ref No.: IT-13/7/2021-IT
Issued On: 11-August-2023

24th August 2023

Subject: RFP for Selection of an Agency as 'Strategic PMU' for NDTM – Date Corrigendum

In continuation to the RFP for Selection of an agency as Strategic PMU and subsequent corrigenda including retender corrigenda, The Bid submission end date and Technical Bid opening date has been extended as under: -

Event	Old Date	Revised/ Extended Date
Bid submission end date	06 Sept 2023, 3.00 PM	15 Sept 2023, 5:00 PM
EMD submission date	06 Sept 2023, 3.00 PM	15 Sept 2023, 5:00 PM
Technical Bid Opening Date	07 Sept 2023, 4.00 PM	18 Sept 2023, 10:00 aM

Further, the replies/clarifications to the pre-bid queries are also attached herewith.



Roshan M Thomas
Director (IT)

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Annexure A: Corrigendum

Sr. No.	RFP Reference (Section No.)	Page No	Original Clause	Revised Clause (To be read as)
1.	R. 9 Subject Matter Expert - Domain	RFP page 31,	Minimum Qualification: Full Time Graduate from UGC recognised university/Institute in India.	Minimum Qualification: Full Time Graduate from Recognized University/Institute

Annexure B: Response to Pre-Bid Queries

Sr. No	Page No of the RFP Document	Section No of the RFP Document	Proposed Change	Reason of Proposed Change	Response
1	14	1.2 Earnest Money Deposit (EMD) - (Refundable)	We have submitted the EMD for earlier released RFP, Kindly confirm that same EMD will be considered for this RFP too.	NA	OK, but the validity and other details/references needs to be checked as per floated RFP of 11 Aug 23

Response to Pre-Bid Queries & Corrigendum – RFP for Selection of an Agency as ‘Strategic PMU’ for NDTM

Sr. No	Page No of the RFP Document	Section No of the RFP Document	Proposed Change	Reason of Proposed Change	Response
2	35, 76	<p>Clause 6.2 Point 8 of Pre-Qualification Criteria at page 35,</p> <p>Form - 10 at Page 76</p>	<p>Statement in RFP: Clause 6.2 - "The bidder should not have been blacklisted by any agency of the central government, public sector undertaking or by any department of State Government in India as on date of submission of bid" Form - 10 - "This is to certify that < COMPANY NAME > is not blacklisted by the Government of India or any of its agencies for any reasons whatsoever and not blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices and not backed out from executing the work after award of the work and is approved / upheld by any court decree or arbitral award against the bidder to such effect as on the bid submission date." Clarification: We note that the declarations sought in the RFP (Form 10 at Page 76) are not in line with the Point 8 of Pre-Qualification Criteria. In view of the same, we request you to please align Point 8 Pre-Qualification Criteria at Page 35 with Form 10 at Page 76</p>		<p>No Change. Should not be blacklisted as on BID SUBMISSION DATE</p>

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Sr. No	Page No of the RFP Document	Section No of the RFP Document	Proposed Change	Reason of Proposed Change	Response
3	14	1.2 Point 4	<p>Statement in the RFP: "Last date and time for submission of proposals (Technical and commercial/Financial) (Online)"</p> <p>Suggested Change: We request you to kindly extend the bid submission timelines by two weeks from the release of the Pre-bid queries response</p>	<p>Based on the responses of the pre-bid queries provided by your good office, we will have to take the proposal through our mandatory Legal and Risk compliance. We also require the approval from our firm leadership for submission of the proposal. Considering this and to be able to submit a quality proposal outlining the best of our services to support you, we request to kindly provide an extension of the bid submission deadline by a duration of two weeks from the publishing of Pre-bid queries responses.</p>	Refer to related Corrigendum.
4	19	3	<p>Statement in RFP: "The scope of work in this section is not exhaustive and the successful bidder shall have to undertake other tasks as may be necessary or incidental to accomplish the objectives outlined in this RFP"</p> <p>Proposed Change: We request to change this clause to "The bidder to undertake other tasks which are defined during the project planning and to be documented during the final project plan."</p>	<p>The clause is vague and asks the bidder for any tasks to be undertaken without defining the tasks.</p>	No Change

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Sr. No	Page No of the RFP Document	Section No of the RFP Document	Proposed Change	Reason of Proposed Change	Response
5	22	3.11.2	<p>Statement in RFP: "Engage the ecosystem through events, innovations, fests and other such outreach, engagement and development programs"</p> <p>Proposed Change: Please elaborate on degree of these engagements. Will the PMU be responsible for organizing or participating or moderating such engagements?</p>	Degree of engagement is required to estimate pre-planning requirements	No Change. Self-explanatory
6	22	3.15.2	<p>Statement in RFP: "Support in conceptualization of solution by identifying and analyzing needs for change requests and support in drafting functional requirements for any new releases/change requests"</p> <p>Proposed Change: Are change requests to be incorporated immediately or streamlined in pipeline for development with original requirements?</p>	Incorporating Change requests during development phase may cause disruption to timelines	No Change
7	22	3.15.6	<p>Statement in RFP: "PMU shall assess/ assist the third-party assessor in carrying out data quality audit. If any issues are identified during the third-party assessment, PMU shall also assist in coordination for resolution of issues"</p> <p>Proposed Change: Liability of Quality of Audit shall be on third-party assessor.</p>	PMU will not take responsibility of audits.	No Change. Participate & facilitate in 3rd Party Audits and programme manage the closure of findings, if any

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8	23	3.16.5	<p>Statement in RFP: "The resources of the selected bidder will have to carry out any other function as directed by MoT from time to time"</p> <p>Proposed Change: The resources from the selected bidder will carry our activities within the scope of work of NDTM.</p>	NA	No Change
9	34	6.2, Pre-Qualification Criteria	<p>Statement in RFP: "Annual Turnover" - "at least 40 Crores"</p> <p>Proposed Change: Annual turnover at least 100 crores.</p>	Considering this as a national importance project, only firms with substantial experience should be allowed to bid. Allowing low turnover firms to bid may lead to poor performance and lapses in delivery.	No Change
10	35	6.2, Pre-Qualification Criteria	<p>Statement in RFP: "The Bidder must have a minimum strength of 100 fulltime resources on the payroll of the company in India as on date of bid submission"</p> <p>Proposed Change: The Bidder must have a minimum strength of 500 fulltime resources on the payroll of the company in India as on date of bid submission</p>	It is crucial that an organization with relevant experience and adequate quality resources gets onboarded by the Ministry.	No Change
11	39	8. Payment Terms	<p>Statement in RFP: 13% Payments for C1 are contingent to RFP(s) for Other Implementing Agency(s)</p> <p>Clarification: How many RFPs need to be prepared, request you to kindly clarify</p>	Clarification required	No. of RFPs would be dependent on solution provided by successful

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12	21	3.7.1	<p>Statement in RFP: "Prepare detailed requirements and implementation specifications for reference solutions, wherever required for the selected areas/ projects/ programmes taken up"</p> <p>Clarification: We request you to please provide clarity on the nature and number of these reference solutions as it would help us align the right resources and correctly estimate our efforts</p>	Detailed requirements of implementation solutions are required to prepare a comprehensive workplan to be showcased to MOT.	No Change This is part of Scope of Work.
13	22	3.11.2	<p>Statement in RFP: "Engage the ecosystem through events, innovations, fests and other such outreach, engagement and development programs"</p> <p>Clarification: Please provide the list of stakeholders in detail for this considering the current information portals of MOT such as Incredible India, Utsav, Desh, IITM etc.</p>	This will help for carrying out the current assessment of stakeholders and prepare a stakeholder map.	No Change

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14	22	3.14.1, 3.14.2	<p>Statement in RFP: 3.14.1 - "Facilitate IEC activities through physical and electronic print media and through popular social media channels" 3.14.2- "Assist in creating content for stakeholders"</p> <p>Clarification: We understand that we will only be providing content development related support and such content will be approved by the MoT before dissemination and we will not be managing social media accounts on behalf of the MoT.</p>	We do not provide content creation and moderation services.	No Change
15	22	3.15.4, 3.15.6	<p>Statement in RFP: 3.15.4 - "Assist in annual audits, certifications and user surveys as may be reasonably aligned with the objectives of the service delivery needs of "Implementing Agency(s)"" 3.15.6 - "PMU shall assess/ assist the third-party assessor in carrying out data quality audit. If any issues are identified during the third-party assessment, PMU shall also assist in coordination for resolution of issues"</p> <p>Clarification: We understand that there should be no Audit report/Certificate on analysis drafted as part of this engagement and provided to MoT by bidder. Bidder's role is limited to assess and provide recommendations only.</p>	We are not allowed to provide auditing services as part of the engagement.	No Change

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16	129	8.2A SUB-CONTRACTORS	<p>Statement in the RFP: "Consulting Organization shall not subcontract any work related to the implementation of NDTM Project to be performed under this MSA or under the SLA without the Min. of Tourism's prior written consent"</p> <p>Clarification: Please confirm whether subcontracting is allowed or not prior to deploying any subcontractors.</p>		Sub-contracting is not allowed

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17	120	6.3A.1, 6.3A.4	<p>Statement in RFP: 6.3A.1 - "There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property proximately caused by a Party's negligent acts or wilful misconduct"</p> <p>6.3A.4 - "The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this; the liability cap indicated shall not be applicable to the indemnification obligations, SLA obligations and breach of Confidentiality Clause set out in this MSA."</p> <p>Suggested Change: We kindly request you to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.</p>	Limitation of liability should be according to the prevailing laws of GOI.	No Change

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18	123	6.6A.1 CONFIDENTIALITY	<p>Duty of care is very high - i.e., we need to maintain confidentiality using highest/strictest/best efforts standards</p> <p>Suggested Change: We request you to kindly confirm that we will be obliged to protect Confidential information using the same degree of care as we use to protect our confidential information of similar nature, and in any event, by using at least reasonable degree of care.</p>	<p>We request you to kindly confirm that we will be obliged to protect Confidential information using the same degree of care as we use to protect our confidential information of similar nature, and in any event, by using at least reasonable degree of care.</p>	No Change
19	56, 145	11.7 at page 56, Clause 7 NDA at page 145	<p>Statement in RFP: 11.7 - "The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by MoT, out of premises, without prior written permission from the MoT. The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by MoT, whichever is earliest, return any and all information provided to the Selected Bidder by MoT, including any copies or reproductions, both hardcopy and electronic"</p> <p>Suggested Change: We request you to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.</p>	<p>We request you to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement</p>	No change

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20	130	8.4A	<p>No right to disclose client name or project for citation / reference purposes</p> <p>Suggested Change: Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.</p>	<p>Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.</p>	No Change

21	55	11.5	<p>RFP Statement: Indemnity</p> <p>Suggested Change: We request you to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p>"1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to</p>	No Change
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make it non-infringing.
3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."

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22	55, 118	Clause 11.5 at page 55, Clause 6.2A.1 at page 118	<p>Statement in the RFP: Indemnities for death and bodily injury</p> <p>Suggested Change: Request you to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.</p>		No Change
23	82	Form-14: Undertaking on Conflict of Interest	<p>Statement in RFP: Indemnities for conflict of Interest</p> <p>Suggested Change: We request you to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.</p>	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	No Change

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24	82	Form-14: Undertaking on Conflict of Interest	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p> <p>Suggested Change: We request you to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.</p>	<p>We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	No Change
25	41, 143	Clause 9.1 at page 41, Clause 10.12A.1 at page 143	<p>LDs capped for milestones individually to a maximum of 5% and cumulative 10%</p> <p>Suggested Change: We request you to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p>	<p>We request you to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p>	No Change

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26	41, 143	Clause 9.1 at page 41, Clause 10.12A.1 at page 143	<p>Not sole and exclusive remedy</p> <p>Suggested Change: We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p> <p>We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.</p>	<p>We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p>	No Change
27	43	9.2 d)	<p>Penalties linked to replacement / no exceptions provided (death, illness, resignation, etc.)</p> <p>Suggested Change: 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.</p>	<p>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.</p>	No Change

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28	32, 63, 101	Clause 5 at page 32, Clause 11.30 (c) at page 63, Clause 2.7A.1 at page 101	<p>Time is of essence</p> <p>Suggested Change: By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. You may exercise your right to terminate the contract in case of material breaches. Thus, request you to kindly delete this clause.</p>		No Change

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Sr. No	Page No of the RFP Document	Section No of the RFP Document	Proposed Change	Reason of Proposed Change	Response
29	57	11.12	<p>No protection to our pre-existing IPRs</p> <p>Suggested Change: There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs, and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines.</p> <p>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such</p>		No Change

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			<p>deliverables are meant for client's internal business operations."</p>		

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30	132-133	Clause 8.10A	<p>Wide insurance procurement obligations</p> <p>Clarification: 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.</p>		No Change
31	55, 124, 158	Clause 11.6 at page 55, Clause 6.7A at page 124, Schedule III at page 158	<p>Widely worded audit rights</p> <p>Suggested Change: We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.</p>		No Change

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32	82, 134	Form-14 at page 82, Clause 8.14A at page 134	<p>Obligations to survive for more than a year post expiry or termination of contract</p> <p>Suggested Change: We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract</p>	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	Refer Form 14 of RFP
33	Others	No third-party disclaimer	<p>There is no third-party disclaimer in the RFP</p> <p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	NA	No Change

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34	Others	Acceptance	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</p>	NA	No Change

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35	36	7. Technical Evaluation Model	<p>Statement in the RFP: Experience of assisting State Government(s) in India/ Central Govt Ministries as Knowledge Partner/ PMU for Travel/ Tourism Domain with minimum value INR 1 Crore as on date of bid submission</p> <p>Clarification: If a ongoing project is being executed in a consortium for the State Tourism department having a project value of above INR 1 crore, where our fees share is also above 1 Cr., will that project be eligible as well. Kindly Confirm</p>	Clarification required	Yes, would be considered provided invoice has been raised for at least INR 1 Cr. as on date of bid submission.
36	28	4.4 Qualification & Experience Criteria of Resources	<p>Statement in the RFP: Project Manager Certification</p> <ul style="list-style-type: none"> • PMI PMP/ PRINCE2 or equivalent • ITIL Foundation v3/v4 <p>Suggested Change: We kindly request your consideration to make the requirement of EITHER PMI PMP/PRINCE2 OR ITIL Foundation v3/v4 OR equivalent certification for the Project Manager position. This will allow us to explore a wider talent pool and select a candidate who aligns perfectly with our project's goals and requirements</p>	In the context of our project requirements and the consulting industry, we believe that focusing on experience, track record, and the ability to adapt to our specific needs will lead to better project outcomes.	No Change

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37	36-37	7. Technical Evaluation Model Team Experience B. Team Experience	<p>Statement in the RFP: For, Project Manager, Enterprise Architect, Business Analyst, IT Infrastructure Architect, Security Architect, SME- Domain Expert - it is mentioned that "Present case studies of the projects handled by the resource which are relevant to this project."</p> <p>Clarification: Kindly Clarify, if Project Manager, Enterprise Architect, Business Analyst, IT Infrastructure Architect, Security Architect, SME- Domain Expert needs to present the case studies during the presentation, or it needs to be included in the CVs/Proposal. Also please clarify the marking criteria distribution for each profile. For e.g., what is the breakup for the 10 marks for the Project manager</p> <p>Statement in the RFP: IT Infrastructure Architect Certification "Should have industry standard certification such as ISACA, CISSP, CISM"</p> <p>Suggested Change: We kindly request your consideration in EITHER removing the requirement for ISACA, CISSP, CISM certification for the IT Infrastructure Architect position OR include CEH, CCNA, ISO 27001:2013 – Certified Lead Auditor or equivalent. This will allow us to explore a wider talent pool and select a candidate who aligns perfectly with our project's goals and requirements</p>		These resources needs to present their respective case studies.
38	30	4.4 Qualification & Experience Criteria of Resources		In the context of our project requirements and the consulting industry, we believe that focusing on experience, track record, and the ability to adapt to our specific needs will lead to better project outcomes.	No Change

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39	30	4.4 Qualification & Experience Criteria of Resources	<p>Statement in the RFP: Security Architect Certification "Should have industry standard certification such as CSSA, ISAAP, etc."</p> <p>Suggested Change: We kindly request your consideration in EITHER removing the requirement for CSSA, ISAAP certification for the Security Architect position OR include CEH, CCNA, ISO 27001:2013 – Certified Lead Auditor or Equivalent. This will allow us to explore a wider talent pool and select a candidate who aligns perfectly with our project's goals and requirements</p>	In the context of our project requirements and the consulting industry, we believe that focusing on experience, track record, and the ability to adapt to our specific needs will lead to better project outcomes.	No Change
40	25	4.2 Deployment of Resources	<p>Project Coordinator, Data Architect, IT Procurement Expert, IT Sr. Consultant, IT Consultant</p> <p>Clarification: Kindly clarify if any other minimum qualifications are required for Project Coordinator, Data Architect, IT Procurement Expert, IT Sr. Consultant, IT Consultant other than minimum year experience as given on Page 23.</p> <p>Also, as per our understanding we do not need to submit the CVs for these profiles, please confirm</p>		No Change. CV's are required to be submitted.

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41	25	4.2.1 Proposed Resource Requirement for Transaction Advisory Service Phase	<p>In order to ensure a fair and transparent evaluation of all proposals, we kindly request additional details regarding the estimated man-months or time allocation for each resource for the Transaction Advisory Service Phase. This information will greatly assist us in preparing a precise and competitive estimation</p> <p>Statement in the RFP: Experience of assisting as Knowledge Partner for Enterprise architecture framework</p> <p>Suggested Change: Experience of assisting as Knowledge Partner/PMU/Consultants/Advisory Services for Enterprise architecture framework</p>		No Change
42	36	7. Technical Evaluation Model	<p>In reference to Section#2 and "Report on National Digital Tourism Mission (Section#2.2.5 (a), a draft report for NDTM has already been published. We understand that the selected agency is expected to re-use the content in the report already published. Kindly confirm.</p> <p>We understand that the Scope of Strategic PMU would be limited to PMC support for design/development of an integrated digital stack for NDTM and would exclude drafting/recommending on policy formulation for the envisaged digital mission. Request you to kindly confirm</p>		No Change
43	19	3.1.1 At the outset, define the broad NDTM mission.			Yes, the understanding is correct
44	19	3.1.2 Identify (in consultation with MoT) and prioritize areas, including but not limited to policies, programs and platforms.		As part of firm principles, we can facilitate Government in compilation of domain policies to the best of our knowledge. However, Policy formulation is generally not allowed due to probable IPR conflicts.	No Change

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45	19	3.2.4 Prepare strategy for common e-forms and standardization (going digital for tourism),	Does MoT have available list of services through eForms already implemented? If yes, can these eForms be used in As-Is format/transformed to fit in the larger vision of NDTM	NA	As-Is eForms format or transformed format to be aligned to the solution provided by the successful bidder.
46	20	3.2.7 Support for design, development & implementation of core, common and reference building blocks.	It is expected that a separate technical partner will be engaged after the DPR & RFP phase. We understand therefore that the role of PMC in implementation phase would be limited to coordination, review, monitoring and advisory support only. Kindly confirm.	This is a normal/ reasonable practice followed by other government organizations.	The successful bidder will onboard various service providers and the role of the successful bidder would be as per the scope of work.

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47	27	vii) If at any point of time, MoT feels that a resource is not upto the mark, the replacement will be demanded in writing and will need to be obliged within 2 weeks. During such replacement, the incumbent shall be available for disposal of the task till the new resource comes on board.	Request you to modify the clause as below: vi) If at any point of time, MoT feels that a resource is not upto the mark, the replacement will be demanded in writing. This will be mutually discussed and obliged within decided timelines. During such replacement, the incumbent shall be available for disposal of the task till the new resource comes on board	NA	No Change
48	34	6. Pre-Qualification/ Eligibility Criteria 2. Annual Turnover Annual Turnover of the bidder from Indian operations in IT consulting services during any of the three financial years during previous five years, i.e., from 2017-18 to 2021-22 (as per the last published audited balance sheets), should be at least INR 40 crores.	We request you to modify clause as below: 2. Annual Turnover Annual Turnover of the bidder from Indian operations from overall consulting services during any of the three financial years during previous five years, i.e., from 2017-18 to 2021-22 (as per the last published audited balance sheets), should be at least INR 500 crores.	Basis our experience of executing similar assignments, we understand that this is a national level project and therefore firms of national/global repute should be preferred. So, we request you to increase the average annual turnover criteria to at least INR 500 crores during the mentioned financial years to ensure financial stability of the bidder. This will help in selection of competitive and quality bidder which would be able to execute this project as per the vision of the Ministry.	No Change

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49	34	<p>6. Pre-Qualification/ Eligibility Criteria</p> <p>4. Government Consulting Services The bidder should have been working in the IT consultancy assignments for a minimum of 5 years having annual turnover of INR 2 Crore from Government/ Public Sector consulting services in India in each of the last 3 financial years</p>	<p>We request you to modify clause as below:</p> <p>4. Government Consulting Services The bidder should have average annual turnover of INR 200 crores from e-governance/IT consultancy assignments from consultancy services in India in each of the last 3 financial years 2019-20, 2020-21, 2021-22</p>	<p>Basis our experience of executing similar assignments, we understand that the complexity of scope of work and a magnitude of project.</p> <p>So, we request you to increase the turnover criteria to at least INR 100 crores during the mentioned financial years to ensure financial stability of the bidder. This will help in selection of competitive and quality bidder which would be able to execute this project as per the vision of the Ministry</p>	No Change
50	35	<p>6. Pre-Qualification/ Eligibility Criteria</p> <p>7. Technical Resource The Bidder must have a minimum strength of 100 fulltime resources on the payroll of the company in India at the time of bid submission.</p>	<p>We request you to modify clause as below:</p> <p>6. Pre-Qualification/ Eligibility Criteria</p> <p>7. Technical Resource The Bidder must have a minimum strength of 1000 fulltime resources on the payroll of the company in India at the time of bid submission.</p>	<p>This will help in selection of only competitive bidders and help to gauge the strength of bidder who can bring expertise from different subject matter experts & leaders from different technologies, domain and industries on a single table. This project needs integration of knowledge and required inputs from different industries which will surely help this project in a big way.</p>	No Change

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51	<p>9.2 Other Penalties</p> <p>d) Bidder is not allowed to replace the ‘key resources’ whose profile has been submitted at the time of bidding process along the bid documents, with in the First one year of the contract from the date of signing of the contract. Further in un-avoidable circumstances where bidder is not able to retain the ‘key resource’ quoted in the bid, then MoT reserves the right to impose the penalty as mentioned below:</p> <p>i. Within First 6 Months: - INR 1,00,000 (Rupees One Lakh) per resource per month during the period of non-availability.</p> <p>ii. From 6 months to 1 Year: - INR 50,000 (Rupees Fifty Thousand) per resource per month during the period of non-availability.</p> <p>iii. A penalty of INR 2,00,000 (Two Lakh) per resource will be levied if a resource that has not resigned and is removed/shifted from the project by the bidder.</p>	<p>Request you modify the clauses as below:</p> <p>d) Bidder is allowed to replace the Maximum one ‘key resources’ whose profile has been submitted at the time of bidding process along the bid documents, per Quarter of the contract. Further in un-avoidable circumstances (death, resignation, health concerns etc.) where bidder is not able to retain the ‘key resource’ quoted in the bid, then the penalty for the same is waived, subject to bidder providing replacement within 15 days with equivalent or higher experience. In case the bidder is not able to deploy required resources within 15 days then MoT reserves the right to impose the penalty as mentioned below:</p> <p>i. Within First 6 Months: - INR 20,000 (Rupees Fifty Thousand) per resource per month during the period of non-availability.</p> <p>ii. From 6 months to 1 Year: - INR 10,000 (Rupees Twenty Five Thousand) per resource per month during the period of non-availability.</p> <p>iii. A penalty of INR 20,000 (Rupees Fifty Thousand) per resource will be levied if a resource that has not resigned and is removed/shifted from the project by the bidder.</p>	<p>This is a long-term contract and there could be unforeseen scenarios and situations which are not in the hand of the bidders. So, we request you to consider revision in penalties and allowance for replacement.</p>	No Change
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52	55	<p>11.5 Indemnity</p> <p>The Selected Bidder shall indemnify MoT from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:</p> <p>a) Negligence or wrongful act or omission by the Selected Bidder or its team or any Agency/ Third-party in connection with or incidental to this Contract; or</p> <p>b) Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/Third Party.</p>	<p>We request the following change to the clause:</p> <p>The Selected Bidder shall indemnify MoT (capped to the amount paid under this agreement) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:</p> <p>a) Negligence or wrongful act or omission by the Selected Bidder or its team or any Agency/ Third-party in connection with or incidental to this Contract; or</p> <p>b) Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/Third Party.</p>	<p>As a standard practice, the firm's liability is limited to the amount which is paid under an agreement.</p>	No Change

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Sr. No	Page No of the RFP Document	Section No of the RFP Document	Proposed Change	Reason of Proposed Change	Response
53	57	11.12 Intellectual Property Rights (IPR)	<p>Request you to add below clause: "Notwithstanding the foregoing, the bidder retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that DTTILLP may use or develop in connection with this Contract. DTTILLP is not responsible if the client infringes the IPR by modifying the deliverables submitted by DTTILLP".</p>	<p>This will help bidder from the perspective of any Patents, Copyright & Intellectual Property Rights which are already in the name of bidder or which has been developed by the efforts of organization for the use and execution of multiple other projects.</p>	No Change
54	55	11.23 Termination	<p>Request you to add below clause: Termination for Convenience "Bidder may terminate this Contract by a written notice to Ministry of Tourism, if we determine that a law, regulation or anything having a similar import, or a circumstance (including cases where your ownership or constitution has changed), makes our performance of the Contract impermissible or in conflict with independence or professional rules applicable to us. Upon termination, Ministry of Tourism agree to pay us for all Services performed up to the effective date of termination".</p>	<p>This is a normal/ reasonable practice followed by other government organizations.</p>	No Change

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55	62	11.28 Limitation of Liability	<p>The aggregate liability of the Selected Agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall be limited to the amount paid under the contract till date.</p> <p>We request you to also add below clause:</p> <p>"Notwithstanding anything contained in the contract, Client agrees that the Vendor/ Bidder / Consultant shall 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 Vendor/ Bidder / Consultant. In no event shall the Vendor/ Bidder / 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".</p>	As a standard practice, the firm's liability is limited to the amount which is paid under an agreement.	No Change
56	NA	General Query	We understand that the selected bidder shall not be responsible for any kind of decision making and software development/coding work. Please confirm if our understanding is correct.	NA	The Scope of Work is as per the RFP.

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57	NA	General Query	We would like to intimate that our legal team are reviewing this RFP and they are in the process of identifying a few additional queries and we shall be sharing the queries shortly for your kind consideration.	NA	Pre-bid queries should be submitted as per the timelines defined in RFP.
58	NA	General Query	MoT may clarify on the interlinkage of proposed NDTM platform with Incredible India platform. As we understand, Incredible India is also being revamped through use of latest digital technologies and aims at digital transformation of the tourism sector in the country.		This is part of Scope of Work of the successful bidder.
59	148	12. Schedule I (Change Control Schedule) Change Request	We request you to add a clause to consider compensating the consultant for effort overruns. In case of any cost/schedule overrun due to factors beyond the control of consultant, MoT would compensate the consultant on the basis of actual deployment on mutual agreement which would be paid on monthly basis based on approved monthly progress report.	There could be schedule/effort overrun on the project due to factors beyond the control of the consultant. E.g. there could be more than 1 bidding cycle owing to lack of adequate bids or the bidder not signing the contract.	No Change
60	148	1. Change Control i. Purpose	Any change request should be decided based on mutual agreement between MoT & selected bidder.		No Change

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61	20	3.3.3 Assist in stakeholder’s consultation.	Do we have an exhaustive list (count) on the stakeholders which would engage for interaction/consultation. Also, it is expected that stakeholder consultation would be driven by MoT, please confirm.	This would facilitate in assumptions on the numbers, before estimating our efforts	As per the existing clause of the RFP.
62	20	3.4.1 Setting up standards for establishment and management of registries, which will be a single source of truth.	What does these registries mean? What shall it cover? Is this a guidebook? If so, it is itself a huge and time-consuming work that keeps on changing and getting updated. Also, it needs us to prepare guidelines for monitoring. Who will monitor this huge network? Please clarify?		No Change
63	20	3.6 Tourism Sandbox	We need to monitor the sandbox environment or design the same? As per RFP, it seems both to be done by us. Please clarify?		Design and maintenance are part of System Integrator’s scope.
64	23	3.17.2 Provide sign-off/ acceptance of various project deliverables submitted by the agency: a) Major Deliverables (Strategy & Plan documents) – within 2 weeks. b) Minor Deliverables (Derived Deliverables) – within 5 days.	The RFP has no definition on the terms viz. Major & Minor. In case, no comments from MoT on the submitted deliverables are received within the specified timeframe, the same would be considered to be deemed approved.		No Change

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65	24	3.17.11 MoT shall take up any cost towards the event management that is beyond the scope of agency.	<p>It is requested to please include following content in the mentioned clause-</p> <p><i>MoT is solely responsible for (a) managing all aspects of its business; (b) making all management judgements and decisions, assuming all management responsibilities and performing all management functions; (c) designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the Services; (d) evaluating the adequacy and results of the Services performed; (e) accepting responsibility for the results of the Services; (f) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities and (g) operating all accounting, internal control or management information systems</i></p>	This would bring-in clarity on expected role from the "Strategic PMU".	No Change
66	24	3.17.11 MoT shall take up any cost towards the event management that is beyond the scope of agency.	<p>Is there a expected/tentative list of events which would be managed by us (by default) or MoT.</p>		Event management is not in scope of Strategic PMU.
67	29	<p>5. Project Deliverables & Timeline Successful submission of the detailed project report (DPR) document as per scope of</p>	<p>The DPR needs to be completed by 30 days, as we understand. However, the timeline is already very tight for the DPR, it will be difficult for an entity to deliver quality deliverable. We request an extension of atleast 15 to 30 days for the submission as it is a critical deliverable. Also, the number of DPR's may also be clarified?</p>		No Change

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		work T1 = T0 + 120 days			
68	29	Data Sharing Policy Successful submission of the Data sharing Policy document T0 + 140 days	This is a key deliverable, which is critical to the project, hence we request an extension of timelines for submitting the same by at least 15 working days.		No Change
69	41	9. Penalty Clauses 9.1 Penalty during various phases of the project Delay beyond Three (03) weeks would lead to termination of contract. After T0+03 days, a penalty of 1% of contract value per week and part thereof up to the maximum value of 3% of the contract value. Delay beyond Three (03) weeks would lead to termination of contract.	The penalty for 1% of contract value/Week may please be reduced to 0.5%. Also, various penalty clauses terminology under Section#9 states, "Delay beyond Three (03) weeks would lead to termination of contract". It is requested to consider replacing the clause "Delay beyond Three (03) weeks for the reasons attributable solely to the bidder would lead to termination of contract".	The Project vision requires multi stakeholder coordination and consultation with cited dependencies, the delays during the project may be considered accordingly with defined ownership	No Change

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70	51	<p>10.19 The EMD shall be forfeited: 1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form; 2 Or in case of a successful Bidder, if the Bidder fails: • To sign the Contract; or • To furnish the performance security.</p>	<p>The bidder may be allowed with provisions to accept/deny issue LoA based on the Risk/Legal assessment, in that case the EMD may not be forfeited</p> <p>Additionally, We request MoT to consider providing 10 days of response time to the bidder after issue of LoA.</p>		No Change

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71	55	<p>11.5 Indemnity The Selected Bidder shall indemnify MoT from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:</p> <p>a) Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third-party in connection with or incidental to this Contract; or</p> <p>b) Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/Third Party.</p>	<p>We believe that for all this eventualities, the client shall have adequate recourse in damages, thereby avoiding the need for such widely drawn indemnities. We can, however, agree to provide a balanced third party IPR infringement indemnity to the client</p> <p>The indemnities mentioned herein is very wide. Please propose to cap the indemnity and we should be only liable for indemnities which are judiciously determined and solely attributable to Deloitte with a maximum capping of this contract value.</p>	<p>We have already raised "indemnity capping". However, we may decide to add the content as "<i>Which are judiciously determined and solely attributable to Deloitte</i>"</p>	No Change

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72	55	<p>11.6 Right of Monitoring, Inspection and Periodic Audit Performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the tendering authority and the Selected Bidder undertakes to cooperate</p>	<p>Audit Deloitte office and system is not allowed as DTTILLP will have data / information of other clients and it would be breach of confidentiality in case we allow the client to audit our office / system. Understanding MoT's right of monitoring/Inspection/Audit, the client may visit our project and audit relevant documents.</p>		No Change
73	56	<p>11.6 Right of Monitoring, Inspection and Periodic Audit Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Bidder failing which the tendering authority may, without prejudice to any other rights that it may have, issue a notice of default.</p>	<p>We understand the idea behind the statement and in order to bring-in standard accountability, it is requested to please update the section with- "Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Bidder within 30 days from the date of notification of the same, failing which the tendering authority may, without prejudice to any other rights that it may have, issue a notice of default."</p>		No Change

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Sr. No	Page No of the RFP Document	Section No of the RFP Document	Proposed Change	Reason of Proposed Change	Response
74	56	<p>11.7 Information Security The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by MoT, whichever is earliest, return any and all information provided to the Selected Bidder by MoT, including any copies or reproductions, both hardcopy and electronic.</p>	<p>We request to append the section with following additional sentence- "The Bidder may retain such portion of the Confidential Information that is required for compliance with its statutory, regulatory or professional conduct obligations"</p>		No Change

75	<p>11.10 Documents/Knowledge Transfer All the documents prepared and updated time-to-time by the firm/company under this contract shall be the exclusive property of MoT and will be handed over to MoT at the time of completion/ termination of the contract.</p> <p>11.12 Intellectual Property Rights (IPR) The IPR in respect of all the processes, software, applications and components, developed in pursuance of this Project, shall vest with MoT, immediately on their creation. Following conditions apply:</p> <ul style="list-style-type: none"> • Ownership and Title: Title to all the enhancements, point updates and documentation, including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of MoT. • All the deliverables 	<p>We can give the ownership of deliverables to the client. But we need to address the pre-existing IPR. Considering this we propose below language: <i>"Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of the Bidder shall be returned to the Client, at the option and instruction of the Client. Pre-existing of the Bidder's IPR in the deliverables will still vest with the Bidder. Notwithstanding the foregoing, the Bidder retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that the Bidder may use or develop in connection with this Contract. the Bidder is not responsible if the client infringes the IPR by modifying the deliverables submitted by the Bidder."</i></p>	No Change
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submitted by firm/company under the contract will be the exclusive property of MoT.

11.13 Copyright

The full copyright of all creative and publicity material produced would rest with MoT for all time use. This would include full copyright of images used in the creative and publicity material.

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76	60	<p>11.23 Termination Under this Contract, MoT may by written notice terminate the contract agreement entered with the firm/company in the following ways: a. Termination by Default for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non-adherence to time schedule.</p>	<p>Request you to kindly consider the clause with following updates-</p> <p>a. <i>Termination by Default for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non-adherence to time schedule for the reasons solely attributable to the firm/company."</i></p> <p>Also, the selected bidder should be given atleast 30 days to ensure smooth transition during termination.</p>		No Change

Sr. No	Page No of the RFP Document	Section No of the RFP Document	Proposed Change	Reason of Proposed Change	Response
77	61	<p>11.25.2 Resolution of Disputes Ministry and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after fifteen (15) days from the commencement of such informal negotiations, Ministry and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by the Secretary, Ministry of Tourism, Gol.</p>	<p>The following standard caveat be included in the clause- <i>"of Arbitration will be as per Conciliation and Arbitration act 1996, where the Arbitration panel will be composed of 3 members, 1 to be nominated by either of the parties and the third one to be selected by the former two"</i></p>	<p>Having a sole arbitrator from client makes the decision prone to bias</p>	<p>No Change. Refer to draft MSA clause 9.1A</p>

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78	99	<p>2.4A.2 Non-fulfillment of Conditions Precedent</p> <p>a. In the event that any of the Conditions Precedent relating to Consulting Organisation has not been fulfilled and the same has not been waived by Min. of Tourism fully or partially, this MSA and the SLA shall cease to have any effect as of that date.</p> <p>b. In the event that the MSA and the SLA fails to come into effect on account of non-fulfillment of the Consulting Organisation's Conditions Precedent, Min. of Tourism shall not be liable in any manner whatsoever to the Consulting Organisation and Min. of Tourism shall forthwith forfeit the Performance Guarantee.</p>	<p>We request MoT to include the following caveat "<i>The Reasons solely attributable to the consultant</i>"</p>	<p>This would ensure impartial assessment of conditions as per this RFP</p>	No Change
79	104	<p>2.10A.2 USE OF PROJECT ASSETS</p>	<p>The entire section seems not relevant, as it is an IT PMU tender. Request MoT to reconsider and drop the clause</p>		No Change

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Sr. No	Page No of the RFP Document	Section No of the RFP Document	Proposed Change	Reason of Proposed Change	Response
80	109	<p>(vi) In the event of the Consulting Organisation (Agency) being unable to service the contract for whatever reason, Min. of Tourism would revoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of Min. of Tourism under the contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to Min. of Tourism as compensation for the pre-estimated, pre-determined and pre-agreed loss resulting from Consulting Organisation's (Agency) failure to perform/comply its obligations under the contract.</p>	<p>We request MoT to include the following caveat "<i>The Reasons solely attributable to the consultant</i>"</p>	<p>This would ensure impartial assessment of conditions as per this RFP</p>	No Change

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81	106	Section#5 - Termination	<p>We propose MoT for addition of the below clause :</p> <ul style="list-style-type: none"> - "The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case - Client does not make the payment to the Consultant - Does not adhere to the arbitration judgement - if Bidder determines that a law, regulation or anything having similar import, or a circumstances (including cases where client's ownership or constitution has changed), makes Bidder's performance of the Contract impermissible or in conflict with independence or professional rules applicable to Bidder." 		No Change
82	112	5.3A.1 In the event that Min. of Tourism or the Consulting Organisation terminates this MSA and the SLA pursuant to Section 5 and depending on the event of default, compensation will be decided in accordance with the Terms of Payment Schedule.	<p>We request MoT to add the below content- "<i>and the consultant will be eligible to get the payment for the services delivered till the date of termination</i>"</p>		No Change

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83	121	<p>6.4A.2 The Party seeking to rely on Force Majeure shall promptly, upon becoming aware of the same, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense and shall subsequently give particulars to a reasonable level of detail in writing to the other Party of the facts or circumstances giving rise to Force Majeure within three (3) days of the occurrence</p>	<p>We Request MoT to kindly consider updating the clause with "Giving Rise to Force Majeure within Seven (7) days of the occurrence"</p>		No Change
84	30	<p>R.6 IT Infrastructure Architect</p> <p>Should have industry standard certification such as ISACA, CISSP, CISM</p>	<p>R.6 IT Infrastructure Architect</p> <p>Should have industry standard certification viz. ITIL/CCNA/AWS/GCP/AZURE etc.</p>	<p>The identified certificate mentioned would more appropriately fit the role of "Security Architect". An exclusive resource category is already identified in the published RFP.</p>	No Change
85	31	<p>R. 9 Subject Matter Expert - Domain</p> <p>Minimum Qualification: Full Time Graduate from UGC recognised university/Institute in India</p>	<p>R. 9 Subject Matter Expert - Domain</p> <p>Minimum Qualification: Full Time Graduate from Recognized University/Institute</p>	<p>We being a firm with global presence and the need of the RFP stipulates "International Experience", we would like to utilize global resources to bring-in best in domain service for MoT</p>	Refer Corrigendum