

**Government of India  
Ministry of Tourism  
(Swadesh Darshan Division)**

Transport Bhawan,  
1, Parliament Street  
New Delhi

File no. SD-8/41/2023-SD

Dated 13/03/2024

**Office Memorandum**

**Subject: Corrigendum, amendment and reply to the pre-bid queries in respect of Ministry of Tourism's RFP no. SD-8/41/2023-SD dated 20.02.2024 regarding 'Selection of High Level Strategy Consultant for Developing Comprehensive Strategies for 3 Trillion USD Indian Tourism Economy by 2047'**

Reference is invited to the Ministry of Tourism's RFP no. SD-8/41/2023-SD dated 20.02.2024 regarding 'Selection of High Level Strategy Consultant for Developing Comprehensive Strategies for 3 Trillion USD Indian Tourism Economy by 2047'.

2. In this context, corrigendum - II indicating amendments/ clarifications and reply to the pre-bid queries is annexed. In addition, the Ministry of Tourism has decided to extend the Proposal Due Date (PDD) till **27.03.2024 (17.00 Hrs.)**.
3. This issues with the approval of competent authority.



(Uttank Joshi)

Asstt. Director General

Encl.:- As above

To

**All perspective applicants**

## Corrigendum II

Amendments in respect of **Vol 1** and **Vol 2** of the **RFP SD-8/41/2023-SD dated 20.02.2024** regarding '*Selection of High Level Strategy Consultant for Developing Comprehensive Strategies for 3 Trillion USD Indian Tourism Economy by 2047*' is as under:

### Vol. I

#### 1. Ref. Appendix 1 Form 9

The document for proposed Approach and Methodology including Work Plan should not be of more than 25 pages.

#### 2. Clause 3.1 pertaining to 'Eligible Assignments' shall read as under:-

*For the purpose of evaluation, the experience of undertaking assignment of developing comprehensive strategy at the international, national or state level in the field of tourism sector for a Government authority covering any of the following areas, shall be deemed as eligible assignments (the "Eligible Assignments"):*

- (i). Consultancy for preparing Strategy / Roadmap for tourism development at national / state level*
- (ii). Consultancy for investment promotion in tourism sector (national / state level)*
- (iii). Consultancy for tourism sub-sectors such as Rural Tourism, Adventure Tourism, Eco, MICE etc. for national / State level*

*Provided further that*

- (i). The assignment must have commenced in the last 10 (Ten) years preceding the Proposal Due Date (PDD)*
- (ii). The fee received for the assignment must be **Rs. 50 Lakh or more**. In case of ongoing assignments, Rs. 50 Lakh should have been received as project fees by PDD and*
- (iii). The duration of the assignment must be six month or more*

#### 3. Clause 2.3.2 row 2 regarding 'Technical Capacity' may be read as under:-

<b>2. Technical Capacity</b>  <i>The Applicant shall have, undertaken a minimum of 1 (one) eligible assignments defined in <b>Clause 3.1</b> – Criteria for Evaluation</i>	The details of assignment submitted for meeting the Technical Capacity to be provided as per Appendix 1, <a href="#">Form 5</a> and <a href="#">6</a> .
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4. Clause 3.2.2 pertaining to Applicant's relevant experience and case studies would read as under

*Applicant's relevant experience and case studies will be evaluated as follows:*

<b>Sno</b>	<b>Sub-Criteria</b>	<b>Marks to be given</b>	<b>Max Marks</b>
1	<i>Relevant Experience in developing strategies for the Government in tourism sector</i>	<p>Maximum of two eligible assignments will be evaluated covering the following, in each category:</p> <ol style="list-style-type: none"> <li>1. Consultancy for preparing Strategy/ roadmap for tourism development at national /state level (max 2.5 marks per project)</li> <li>2. Consultancy for investment promotion in tourism sector (national / state level) (max 2.5 marks per project)</li> <li>3. Consultancy for tourism sub-sectors such as Rural Tourism, Adventure Tourism, Eco, MICE etc. for national / State level etc. (max 2.5 marks per project)</li> </ol> <p><b>Same projects should not be submitted under different categories</b></p>	15
2.	<i>Two Case studies demonstrating development of strategies for tourism sector at national/ state level in India or internationally</i>	<p>The Applicant shall present case studies showcasing their work in previous assignments:</p> <ul style="list-style-type: none"> <li>• The case studies will be assessed for its relevance to the scope of work outlined in the RFP and will be evaluated on: <ul style="list-style-type: none"> <li>○ Approach adopted for designing the strategy and action plan</li> <li>○ Implementation Support, if extended</li> <li>○ Impact of the program</li> </ul> </li> </ul>	15

<b>Sno</b>	<b>Sub-Criteria</b>	<b>Marks to be given</b>	<b>Max Marks</b>
<b>Sub-total (a)</b>			<b>30</b>

5. Clause 3.2.4 titled as ‘Competence of Experts for the Assignment’ shall read as follows:-

Sno.	Sub-Criteria	Marking Criteria	Max Marks
1	Team Leader cum Governance Expert	<ul style="list-style-type: none"><li>Relevance of profile, experience, and fitment to role: 50% marks</li><li>Participation and contribution to the technical presentation: 50% marks</li></ul>	8
2	Economic Expert		4
3	Tourism Expert/ Destination Marketing Expert		4
4	PPP/Investment promotion Expert		4
5	Sustainability Expert		4
6	Digital Expert		4
7	Quality Assurance and Regulatory Expert		4
8	Project Manager (full time on site)		3
Sub-total I			35

6. Reference Schedule I ‘Terms of Reference’ – Para 6.2 pertaining to Subject Matter Experts would read as under:-

The minimum qualification and experience of the SMEs are briefly described herein below. The Consultant shall provide the CVs of the SMEs in their Technical Proposal which would be considered for the purpose of evaluation. The CVs of the proposed SMEs must be submitted along with a signed declaration by the proposed expert confirming availability for the Assignment. The CVs submitted without such declaration shall not be considered for technical evaluation.

<b>Sno</b>	<b>Subject Matter Experts</b>	<b>Qualifications and Experience</b>
1.	Project Leader cum Governance Expert	<ul style="list-style-type: none"> <li>Should be a post-graduate from a reputed institution within/ outside India</li> <li>Should have minimum 15 years of professional experience</li> </ul>

Sno	Subject Matter Experts	Qualifications and Experience
		<ul style="list-style-type: none"> <li>Should have undertaken at least 3 projects with Central/ State Government departments/ agencies in India</li> <li>Should have experience of managing long term programs/ projects (project duration of 6 months or more) in leadership capacity with accountability and responsibility for performance including quality, budget, schedule, client, and stakeholder management</li> </ul>
2.	Economic Expert	<ul style="list-style-type: none"> <li>Should be a post-graduate from a reputed institution from within/ outside India</li> <li>Should have minimum 10 years of professional experience</li> <li>Should have undertaken at least 3 projects in economic strategy, forecasts and consultancy for Central/ State Government departments/ agencies.</li> </ul>
3.	Tourism Expert/ Destination Marketing Expert	<ul style="list-style-type: none"> <li>Should be a post-graduate from a reputed institution from within/outside India.</li> <li>Should have minimum 10 years of professional experience</li> <li>Should have undertaken at least 2 projects in the tourism sector</li> </ul>
4.	<i>PPP/Investment promotion Expert</i>	<ul style="list-style-type: none"> <li>Should be a post-graduate from a reputed institution from within/ outside India</li> <li>Should have minimum 10 years of professional experience</li> <li>Should have undertaken at least 3 projects involving financing or PPP advisory or Investment Promotion with Central/ State Government departments/ agencies</li> </ul>
5.	Sustainability Expert	<ul style="list-style-type: none"> <li>Should be a post-graduate from a reputed institution from within/ outside India</li> <li>Should have minimum 10 years of professional experience</li> <li>Should have an experience in developing sustainability strategies for Central/ State Government departments/ agencies</li> </ul>
6.	Digital Expert	<ul style="list-style-type: none"> <li>Should be a post-graduate from a reputed institution from within/ outside India</li> <li>Should have minimum 10 years of professional experience</li> </ul>

Sno	Subject Matter Experts	Qualifications and Experience
		<ul style="list-style-type: none"> <li>Should have undertaken at least 2 projects involving development of digital/ technology enabled strategies for Central/ State Government departments/ agencies</li> </ul>
7.	<i>Quality Assurance and Regulatory Expert</i>	<ul style="list-style-type: none"> <li>Should be a post-graduate from a reputed institution from within/ outside India</li> <li>Should have minimum 10 years of professional experience.</li> <li>Should have undertaken at least 2 projects involving Quality Accreditation and Regulation for Central/ State Government departments/ agencies</li> </ul>

7. Reference **Appendix I, Form 6** for **Eligible Assignments of Applicants** may read as under:

(Refer Chapter 3 – CRITERIA for Evaluation of RFP)

1	Name of the Applicant	
2	Name of the Project/ Assignment	
3	Name of the Location	
4	Name of the Client and Address	
5	Name and telephone number of client's representatives	
6	Approximate value of the Contract (in Rs. Crore)	
7	Duration of the Assignment	
8	Start Date of the services (month/ year)	
9	End Date of the services (month/ year)	
10	Description of the project	
11	Description of the services performed by the Applicant and how they are relevant to present Scope as defined in the TOR. Map the activities performed on various modules as defined in the scope of work in TOR for clarity	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief</p> <p>(Signature, name and designation of the authorized signatory)</p>		

**Notes: Use separate sheet for each eligible assignment.**

Additional rows may be added as required

## **Vol. 2 (Agreement)**

8. **Clause 3.4.4** under the title '**Liability of the Consultant**' shall read as under:-

*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 **1 (one)** time the Agreement Value.*

9. **Clause 4.4.2** under the title '**Substitution of Key Personnel**' shall read as under:-

*The Authority will not consider substitution of Key Personnel except for reasons of any incapacity, death, health grounds, resignation by personnel etc. Such substitution shall except for the reasons cited above and initiated by the applicants would 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, a sum equal to **Rs. 2 Lakh** shall be deducted from the payments on first substitution. In the case of a second substitution and thereafter, a sum equal to **Rs. 5 Lakh** shall be deducted for each substitution from the due payments. Repeated substitution may lead to termination of the Agreement.*

10. In respect of **clause 7.3.2 of Vol 2 (Agreement)**, it is clarified that *penalty on account of delay shall be imposed on the amount due for the milestone under consideration.*

11. Reference **Annexure -4, Payment Schedule para 1** will be read as --

*The consultant will raise its invoice in respect of each milestone on its completion along with the details of work done in respect of the said milestone.*

12. The Ministry of Tourism has decided to extend the Proposal Due Date (PDD) till **27.03.2024 (17.00 Hrs.)**. All the prospective applicants are advised to keep on checking the CPP portal and the official website of the Ministry of Tourism ([www.tourism.gov.in](http://www.tourism.gov.in)) for any other communication/ update etc.

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**Ministry of Tourism's RFP no. SD-8/41/2023-SD dated 20.02.2024 regarding 'Selection of High Level Strategy Consultant for Developing Comprehensive Strategies for 3 Trillion USD Indian Tourism Economy by 2047'**

**Pre-Bid Queries and clarification to the Pre-Bid Queries**

<b>S.N o.</b>	<b>Relevant Clause of</b>	<b>Query</b>	<b>Clarification of MOT</b>
1	Appendix 1 Form 9	What are the restrictions on number of slides if approach document is submitted in PPT format?	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024.
2	Appendix 1 Form 9	In addition to the main slides (which would be restricted as per form 9), can we add appendix slides to provide further details?	
4	Clause 2.6	Do we need to submit the power of attorney if proposal is signed by the partner of LLP?	No change in RFP
5	Clause 3.2.4	Please clarify the tentative date and format for technical presentation	Please refer to the instructions given in the RFP. The date of technical presentations will be communicated separately.
6	1.8.1 Schedule of Selection Process	We kindly request to extend the deadline for Bid Submission by a period of two weeks from response to queries. Request to kindly consider.	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024.
7	3.1 Provided further that  (i) The assignment must have commenced in the last 7 (five) years preceding	Provided further that :-  (i) The assignment must have commenced in the last 10 (ten) years preceding the Proposal Due Date (PDD)	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024.



	<p>the Proposal Due Date (PDD)</p> <p>(ii) The fee received for the assignment must be Rs. 1 Crores or more and</p> <p>(iii) The duration of the assignment must be six month or more</p>	<p>(ii) The fee received for the assignment must be Rs. 1 Crores or more and</p> <p>(iii) The duration of the assignment must be six month or more</p>	
8	<p>3.2.2 (1) Relevant Experience in developing strategies for the Government in tourism sector</p> <p>(2) 2. The same project will further be marked based on project fee:</p> <p>Project fee received from Consultancy <math>\geq 5</math> Crore =2.5 mark</p> <p>3 Crore <math>\geq</math> Project fee <math>&lt; 5</math> Crore = 1.5</p> <p>1 Crore <math>\geq</math> Project fee <math>&lt; 3</math> Crore=1</p>	<p>Relevant Experience in developing strategies for the Government in tourism sector</p> <p>(2) The same project will further be marked based on project fee:</p> <p>Project fee received from Consultancy <math>\geq 5</math> Crore =2.5 mark</p> <p>3 Crore <math>\geq</math> Project fee <math>&lt; 5</math> Crore = 1.5</p> <p>1 Crore <math>\geq</math> Project fee <math>&lt; 3</math> Crore=1</p>	<p>Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024.</p>

9.	<p>3.4.4</p> <p>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.</p>	<p>Modify the clause as below:</p> <p>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 1 (one) time the Agreement Value.</p>	<p>Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024.</p>
10.	<p>4.4.2 of the Draft Agreement</p> <p>The Authority will not consider substitution of Key Personnel except for reasons of any incapacity, death, health grounds, resignation by personnel etc. Such substitution shall except for the reasons cited above and initiated by the bidder would 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</p>	<p>We request you to kindly replace the specified clause with below: The Authority will not consider substitution of Key Personnel except for reasons of any incapacity, death, health grounds, resignation by personnel etc. Such substitution shall except for the reasons cited above and initiated by the bidder would 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 5% (five per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant for one time. In the case of a second substitution hereunder, such deduction shall be 10% (ten per cent) of the remuneration specified for</p>	<p>Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024.</p>

	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 for one time. 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 for one time. Repeated substitution may lead to termination of the Agreement.	the original Key Personnel for one time. Repeated substitution may lead to termination of the Agreement.	
11.	<p>4.4.2 of the Draft Agreement</p> <p>The Authority will not consider substitution of Key Personnel except for reasons of any incapacity, death, health grounds, resignation by personnel etc. Such substitution shall except for the reasons cited above and initiated by the bidder would be limited to</p>	<p>We understand that substitution except for reasons of any incapacity, death, health grounds, resignation by personnel etc. shall attract deductions.</p> <p>We understand that the % specified in the clause refer to the monthly fee for the personnel. Kindly confirm.</p> <p>As the remuneration for Key Personnel is not specified in the bid or the agreement, kindly clarify the modality of verification of the Key Personnel remuneration. Kindly confirm.</p>	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024.

	<p>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 for one time. 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 for one time. Repeated substitution may lead to termination of the Agreement.</p>		
12.	<p>6.2 of the Draft Agreement</p> <p>Any Air-travel &amp; accommodation for the consultant's personnel for site visit etc. will be with the approval of the</p>	<p>We understand that the Pay Level 12 is considered as per the Pay Matrix as provided in Annexure to Ministry of Finance, Department of Expenditure, O.M. No. 19030/1/2017-E.IV dated 10th July 2017.</p>	<p>No change in the RFP</p>

	Authority. The Air Travel/ daily allowance/ food charges and any other expenses would be as per the entitlement of an Under Secretary level officer of the Government of India.		
13.	7 of the Draft Agreement Liquidated Damages and Penalties	We request to kindly consider a cap of 10% of the agreement value for the Liquidated Damages and Penalties under the engagement. Kindly consider	No change in the RFP
14.	7.3.2 of the Draft Agreement  (b). Impose penalty to the extent of 5% for delay upto 1 month per milestone 10% for delay upto 2 months per milestone 20% for delay upto 3 months per milestone	We understand that the penalty is charged as % of the amount due for the milestone under consideration and not the agreement value. Kindly consider	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024
15.	Annex-4 Payment Schedule of the Draft Agreement The Consultant will be raise its invoice on monthly basis along with the details of the work done during that period.	As per the payment schedule, the payments are milestone or deliverable based, and not monthly payment. We kindly request to clarify whether the consultant shall raise a monthly invoice of upon submission of deliverables.	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024

	Section 3 Criteria for Evaluation 3.1. Eligible Assignments (i) The assignment must have commenced in the last 7 (five) years preceding the Proposal Due Date (PDD)	Bidder requests confirmation on the clause"(i) The assignment must have commenced in the last 7 (Seven) years preceding the Proposal Due Date (PDD)"	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024
16.	3 CRITERIA FOR EVALUATION 3.1. Eligible Assignments (ii) The fee received for the assignment must be Rs. 1 Crores or more and	Bidders request to change the clause to "(ii) The fee received for the assignment must be Rs. 50 Lakh or more and"	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.202
17.	3 CRITERIA FOR EVALUATION 3.1. Eligible Assignments (iii) The duration of the assignment must be six month or more	Bidders request to change the clause to (iii) The duration of the assignment must be Five months or more	No change in the RFP
18.	3.2.2. Applicant's relevant experience and cases studies Relevant Experience in developing strategies for the Government in tourism sector  2. The same project will further be marked based on project fee:	Request to change the clause as follows:  2. The same project will further be marked based on project fee: - Project fee received from Consultancy >=3 Crore =2.5 marks - 1 Crore >= Project fee <3 Crore =1.5 marks - 0.5 Crore>=Project fee<1 Crore = 1 mark	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024

	<p>- Project fee received from Consultancy  &gt;=5 Crore =2.5 marks  - 3 Crore &gt;= Project fee &lt;5 Crore =1.5 marks  - 1 Crore &gt;=Project fee&lt;3 Crore = 1 mark</p>		
19	<p>4. Detailed Scope of Work  4.1. Module 1: Current State Assessment &amp; Benchmarking  (iii). Key Tourism States of India  Tourism is substantially developed by the State Governments. An assessment of current policies and initiatives of Key Tourism States of India needs to be carried out"</p>	<p>Bidder requests the following information:</p> <ol style="list-style-type: none"> <li>1. Please share the list of the Key Tourism States of India.</li> <li>2. How many of the Key Tourism States have to be considered for this assessment?</li> </ol>	<p>"Key tourism states" typically refers to states that play a significant role in attracting tourists due to their natural beauty, cultural heritage, historical significance, technological advancement, spiritual value etc. These states often boast popular tourist destinations, pristine beaches, vibrant villages, and renowned cultural sites etc., which draw visitors from around the world. These key tourism states contribute significantly to the overall tourism industry of a country, play a vital role in promoting economic growth, job creation, and cultural exchange through tourism activities and some of them have developed their policies and frameworks for development of tourism.</p>
20	<p>6.2. Subject Matter Experts Sustainability Expert</p> <ul style="list-style-type: none"> <li>• Should be a post-graduate from a reputed institution from within/ outside India</li> <li>• Should have minimum 10 years of professional</li> </ul>	<p>Request to change the clause as follows:  "Sustainability Expert:</p> <ul style="list-style-type: none"> <li>• Should be a post-graduate from a reputed institution from within/ outside India</li> <li>• Should have minimum 8 years of professional experience</li> <li>• Should have an experience in developing</li> </ul>	<p>Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024</p>

	<p>experience</p> <ul style="list-style-type: none"> <li>• Should have an experience in developing sustainability strategies for Central/ State Government departments/ agencies</li> </ul>	sustainability strategies for Central/ State Government departments/ agencies"	
21	4.2. Module 2: Develop Vision, Mission, Goals and Targets(ii). Develop aspirational targets for 2047 and intermediate milestones	Considering the scope of work of the RFP, the bidder proposes that the following role should be added to the list of required subject matter experts: Economic expert: with experience of 1 project in tourism sector/tourism strategy project Role: Provide valuable insights into market trends and economic forecasts for developing aspirational targets and intermediate milestones	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024
22	6. Consulting Team 6.1. The Consultant shall form a multi-disciplinary team (the "Consulting Team" i.e. combination of Subject Matter Experts (SMEs) and on-site team for undertaking the Assignment. The experts nominated by the Consultant must be confirmed as available for the Assignment to do the scheduled tasks. The Consulting Team must comprise of highly qualified	We understand that all of the Subject Matter Experts will not be required onsite full-time and the bidder may plan their involvement in the project keeping in view the work tracks and timelines of the project. Also, the bidder understands that additional profiles other than the SME may be proposed other than the ones given in the RFP	<p>It is clarified that On-Site full time team will have to be stationed in Delhi and if require report to the Ministry of Tourism person.</p> <p>Project Leader cum Governance expert and SMEs can be stationed outside Delhi however they will necessarily have to participate in the meetings, discussions, presentations etc. to give their insight and elaborate their contribution.</p>



	and experienced experts, best suited for the Assignment		
23	6.2. Subject Matter Experts	<p>We suggest that the following role should be added to the list of required subject matter experts:</p> <p>Quality Assurance and Regulatory Expert: Role: Developing strategies for quality accreditation and regulation across the tourism value chain</p>	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024
24	4.6. Module 6: Institutional Governance (i). Strategy for Destination Management including DMOs	<p>1. Request more information on DMO along with some examples.</p> <p>2. Will the DMO be created for each destination?</p>	No change in RFP
25	Section 1.8.1 Schedule of Selection Process - Proposal Due Date	Bidder requests that the Proposal Due date to be extended by atleast two weeks from the date of publishing of the Response to the Pre Bid Queries and Corrigendum.	Ref. clause 1.8.2 of the RFP and also refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024
26	Earnest Money Deposit	Bidder understands that a EMD (Earnest Money Deposit) is not required to be submitted along with the proposal.	No change in RFP
27	Section 3.2.2 Relevant Experience in developing strategies for the Government in tourism sector	Bidders seeks clarification that if the work executed by our network firms would comply to be submitted as citations	Work done by the Applicant (bidding agency) can only be submitted for consideration.
28	Section 3.4 - Evaluation of Financial Proposal	Bidders proposes that keeping in view the scope of work and eligibility the selection	No change in the RFP

		criteria should be modified keeping weightages as 70:30 (Technical: Financial)	
29	2. Technical Capacity The Applicant shall have, undertaken a minimum of 1 (one) eligible assignment as defined in Clause 2.3.2 (2) – Criteria for Evaluation	The bidder understands that the eligible assignment referred to here is 3.1. Eligible Assignments	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024
30	2. Consultancy Fee for the Project:	Providing details of consultancy fee for each project is not feasible for each proposed resource . The bidder suggests to change this to "Project Cost"	No change in the RFP
31	Form-7 4. Name and contact number of Client's representatives (Reference):	Providing details of the name and contact number of client's representatives is not feasible for each proposed resource. The bidder requests to remove this.	No change in the RFP
32	Form-6 6. Estimated Cost of the Project (in Rs. Crore) 7. Approximate value of the Contract (in Rs. Crore) 8. Payment/Project fee received as Consultancy Fee by PDD (in Rs. Crore)	The bidder understands that the estimated cost of the project and the value of the contract will be the same. Also it will be highly infeasible to provide the details of the payment received for each project. Request you to remove (7) and (8)	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024
33	Form-5 Signature, name and designation of the Firms authorized signatory/ Statutory Auditor/ CA	The bidder understands that the signature and name of the authorized signatory alone will suffice for Form-5.	Signature and name of the authorized signatory alone will suffice

34	Form-3 Power of Attorney	Kindly confirm if the Board of Resolution would be acceptable mentioning the name of the authorized signatory in place of Power of attorney	No change in the RFP
35	1.8 Schedule of Selection Process The Proposal Due Date or PDD is 13.03.2024	As a general practice, the time allowed between the date on which the responses to queries are published and the bid submission date is three weeks.  We, therefore, request you to kindly extend the last date for submission of bids to 22nd March 2024.	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024
36	2.7 Conflict of Interest Several conflict-of-interest-related obligations on us.	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	No change in RFP
37	4.4 Substitution of Key Personnel  As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified	We request the authority to kindly waive off the penalty clause or modify it.	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024

	for the original Key Personnel shall be deducted from the payments due to the Consultant for one time. 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 for one time. Repeated substitution may lead to termination of the Agreement.		
38	2.28.3 Appointment of Consultant The Authority may examine the credentials of all Sub-Consultants/ Consortium Members proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Authority.	Request the authority to kindly clarify whether sub-consulting is allowed.	No sub-consultants/consortium is allowed and hence para 2.28.3 of RFP may be ignored
39	3.2.2 Applicant's relevant experience and cases studies	We understand that Relevant Experience in developing strategies for the Government in the tourism sector would also include	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024

		Projects that may have had multi -lateral agencies support though the end client was central or state government departments	
40	6.2 Subject Matter Experts	We kindly request the authority to clarify whether multiple projects under the same contract can be considered separately or will they be considered as same.	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024
41	6.3 Other SMES as may be required All SMEs would be deployed on an as-needed basis for specific tasks/ activities/ module and devote sufficient time as may be required for comprehensive, in-depth and quality inputs for the Strategy.	We request the authority to kindly clarify and specify the expected number of man-days required for the part-time involvement of the Key personnel (team leader) and respective Personnel (subject matter experts) to avoid any conflicts and confusion at a later stage.	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024
42	6.5 On-Site Full-time team  The SMEs shall be supported by on site team comprising of one project manager and three consultants who will be deployed on full time basis	We kindly request clarification regarding the location where the Subject Matter Experts (SMEs) will be stationed. Will they be based at the Ministry office.	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024
43	Pre-bid Queries Submission of Pre-Bid Queries	Please allow the consultants to submit more queries, if any, after the receipt of responses to queries	No change in the RFP
44	Payment Terms Clarification on payment terms	Kindly elaborate on the mechanism for a scenario where the Transaction Advisory is not successful in the first attempt. Please	No change in RFP

		specify if that would impact the payment terms in any way	
45	Indemnity Indemnities are not subject to final determination by the court/arbitrator.	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by the court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines	No change in the RFP
46	Indemnity  No process for indemnity	The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the	No change in the RFP

		<p>cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses</p>	
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		<p>of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages). 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. We request you to confirm that our understanding is correct.</p>	
47	<p>We request the Authority to include a clause to state that we will not be liable for any indirect and consequential losses or damages</p>	<p>We would like to request the authority to include a clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and MeitY guidelines and also the industry standard. Even the Contract Act, stipulates and remote and consequential damages are not payable. We request the client to include the below clause:</p> <p>"Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill,</p>	<p>No change in the RFP</p>



		business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."	
48	We request the Authority to kindly to confirm that our understanding is correct	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. We request you to confirm that our understanding is correct.	No change in the RFP
49	2.2. Consortium of firms  Consortium of firms is not permitted	We request you to kindly allow the shortlisted firms to partner with a non-shortlisted firm to offer our joint expertise as a consortium. Also, we would like to confirm if we can participate as a consortium in partnership with our network firms from countries	As per clause 2.2 of the RFP, consortium is not permitted
50	3.1. Eligible Assignments For the purpose of evaluation, the experience of undertaking assignment of developing comprehensive strategy at the international, national or state level in the field of tourism sector for a Government authority	We request you to kindly consider strategy projects which include tourism and other infrastructure areas as well	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024.
51	--	An extension of more than 2 weeks be granted from the publishing of the pre-bid queries.	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024.

		Joint Venture / Consortium be allowed in the RFP.	Joint Venture / Consortium is not allowed.
52	--	<p>With respect to the captioned RFP, we would like to request for some relaxation in the eligibility criteria for past assignment to allow for the following:</p> <ul style="list-style-type: none"> <li>• Assignments done for any government agency or PSU for developing a strategy at national, state or international level across any sector</li> <li>• Assignment must have been carried out in past 10 years – this allows us to showcase our length of experience in engaging with govt agencies across sectors</li> </ul>	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024.
53	<p>1.8. Schedule of Selection Process</p> <p>5. Proposal Due Date or PDD 13.03.2024, 17.00 Hrs.</p>	We would request you to kindly consider the extension the proposal submission timeline by 21 days post issue of pre-bid queries by the client.	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024.
54	2.2. Consortium of firms is not permitted.	Considering the strategic nature of the engagement with multidisciplinary modules and resource requirement we understand relevant international experience on national level tourism strategy would be essential.	No change in the RFP

		<p>Also, similar engagements has been limited in India.</p> <p>Hence, we request the Authority to allow Consortium of firms to participate.</p>	
55	<p>2.3.2</p> <p>3. Financial Capacity</p> <p>The Applicant shall have minimum annual revenue of Rs. 250 crores (Rupees Two Hundred Fifty crores only) from consultancy assignments during each of the last three financial ears (i.e. 2020-21, 2021-22 and 2022-23) preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.</p>	<p>Requesting below mentioned modification to the required profile: The bidder should have a minimum of INR 500 Cr. average turnover in the last 3 financial years (2020-2021, 2021-2022, 2022-2023)</p>	No change in the RFP
56	<p>3.4. Liability of the Consultant</p> <p>3.4.4. This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties</p>	<p>Requesting following clause to be incorporated:</p> <p>3.4.4. 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</p>	<p>Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024</p>

	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.	firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 1 (one) times the Agreement Value.	
57	<p>4.2 Deployment of Personnel</p> <p>4.2.2. The Authority, may by giving 30 days' notice in writing decrease / increase the number of personnel depending on workload and the payment to be made to the Consultant would accordingly be adjusted as per actual deployment of personnel.</p>	We request the Authority to allow at least 60 days' notice in writing decrease / increase the number of personnel.	No change in the RFP
58	<p>4.4. Substitution of Key Personnel</p> <p>4.4.2. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity, death, health grounds, resignation by personnel etc. Such substitution shall except for the reasons cited</p>	<p>Considering the engagement is deliverable based on remuneration of core personnel is not applicable, requesting the authority to consider following change in the clause:</p> <p>4.4.2. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity, death, health grounds, resignation by personnel etc. Such substitution shall except for the reasons cited</p>	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.202

	<p>above and initiated by the bidder would 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 for one time. 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 for one time. Repeated substitution may lead to termination of the Agreement.</p>	<p>above and initiated by the bidder would be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Repeated substitution may lead to termination of the Agreement.</p>	
59	<p>4.4. Substitution of Key Personnel</p> <p>4.4.4 In case the Authority is not satisfied with the</p>	<p>We understand that in the course of the Project's implementation, if the performance of any key person is found unsatisfactory, the Authority may initiate a request for substitution.</p>	<p>Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024</p>

	<p>performance of any Key Personnel, the Authority may initiate a request for substitution of such Key Personnel. This substitution will also be subject to payment deductions as described in Clause 4.4.2.</p>	<p>We request that substitutions requested on such accounts should not be placed for payment deductions</p>	
60	<p>3.1 Eligible Assignments</p> <p>....Provided further that</p> <p>(i) The assignment must have commenced in the last 7 (five) years preceding the Proposal Due Date (PDD)</p>	<p>Considering limited strategy engagements in the tourism sector, requesting authority to consider following change:</p> <p>(i) The assignment must have commenced in the last 10 (ten) years preceding the Proposal Due Date (PDD).</p>	<p>Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024</p>
61	<p>3.2.2. Applicant's relevant experience and cases studies</p> <p>1. Relevant Experience in developing strategies for the Government in tourism sector</p> <p>2. Two Case studies demonstrating development of strategies for tourism sector at</p>	<p>Considering strategy engagement name &amp; scope may not clearly define required modules and limited nos of strategy engagement in tourism sector, we hereby requesting the authority to consider following change:</p> <p>Category 1. Relevant Experience in developing strategies for the Government for any sector at national/ state level in India or internationally with project Fee of at least 1 Crore. (Maximum of three eligible assignments)</p>	<p>Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024</p>

	national/ state level in India or internationally	<p>Category 2: Relevant Case studies demonstrating development of strategies for tourism sector at national/ state level in India or internationally with project Fee of at least 50 lacs.</p> <p>The case studies will be assessed for its relevance to the scope of work outlined in the RFP and be evaluated on:</p> <ul style="list-style-type: none"> <li>• Approach adopted for designing the strategy and action plan</li> <li>• Implementation Support, if extended</li> <li>• Impact of the program</li> </ul> <p>(Maximum of two eligible assignments)</p>	
62	<p>6.2 Subject Matter Expert</p> <p>1. Project Leader cum Governance Expert</p> <ul style="list-style-type: none"> <li>• Should be a post-graduate from a reputed institution within/ outside India .....</li> </ul>	We request the authority to allow inclusion of Chartered Accountancy (CA) along with Post Graduate degree.	Please refer to the corrigendum(s) issued in respect of RFP no. SD-8/41/2023-SD dated 20.02.2024
63	Form 2: Financial Proposal	The consultancy fee to be quoted must be a lump sum amount. However, in the event of the project extending beyond 18 months, the payment for the resources deployed at the	The total period of assignment is envisaged as 18 months and hence no additional payment for resources deployed at the Ministry will be made in case of project extending beyond 18 months.

		Ministry (1 project manager and 3 consultants) has not been defined. We request the Authority to consider a man-month rate for the resources stationed at the Ministry.	
64	Additional Clause on Termination	<p>Requesting below mentioned clause to be incorporated.</p> <p>“Either Party may terminate this Contract in whole or in part in the event of a default by the other Party as per the terms and conditions in the contract; provided however, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof”</p>	No change in the RFP
65	<p>Form of Agreement</p> <p>7.3. Penalty for deficiency in Services</p> <p>(b) Impose penalty to the extent of 5% for delay upto 1 month per milestone 10% for delay upto 2 months per</p>	<p>In the event of a delay in the approval of the report or milestone by the client no penalty should be imposed on the consultant.</p> <p>Furthermore, any delay in any of the milestones shall impact the timeline of other modules, and as such, the timeline shall have to be revised accordingly for the submission of future milestones or reports.</p>	In the event of delay in the approval of report or milestone by the client, no penalty would be imposed. Otherwise no change in the RFP.



	milestone 20% for delay up to 3 months per milestone	Additionally, if the project duration exceeds 18 months, the consultant's team deployed full time at the client location will be subject to additional payments.	
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