

N-14070/02/2025-PPPAU

**NITI Aayog  
(PPP Division)**

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Dated: 02<sup>nd</sup> April 2025

**Addendum No - 1**

**Subject: Request for Proposal (RfP) for Preparation of Infrastructure Projects Pipeline  
– regarding**

1. Pursuant to the release of the RFP for Preparation of Infrastructure Projects Pipeline issued by NITI Aayog on 6th March 2025, kindly take note of the following change(s) in the RFP. The deletions from the earlier text of RFP are indicated as strikethrough and additions are underlined.

**(a) Clause 1.8 - Schedule of Selection Process**

|    | <b>Event Description</b>                       | <b>Date</b>   |
|----|--|---|
| 1. | Last date for receiving queries/clarifications | <del>20 days prior to PDD</del><br><u>7<sup>th</sup> April 2025</u>       |
| 2. | Authority response to queries                  | <del>11 days prior to PDD</del><br><u>9<sup>th</sup> April 2025</u>       |
| 3. | Proposal Due Date or PDD                       | <del>5<sup>th</sup> April 2025</del><br><u>19<sup>th</sup> April 2025</u> |
| 4. | Opening of Proposals                           | <del>5<sup>th</sup> April 2025</del><br><u>19<sup>th</sup> April 2025</u> |

**(b) Annex-3 of Schedule-2**

~~“Payment will be made at the end of each quarter post KD4, at 2.5% each quarter.”~~

**(c) Form-8 of Appendix-I**

Payment<sup>\$\$</sup> of professional fees received by the Applicant (in Rs. crore)-~~&~~

& In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: “Above Rs. 5 (five) lakh” in respect of a particular project.

(d) **Clause 2.2.2 Para (D)**

| Key Personnel         | Educational Qualification                                     |
|-----------------------|---|
| Financial Expert      | <u>PGDM (Finance)/</u> MBA (Finance)/<br>CA/CFA or equivalent |
| Capital Market Expert | <u>PGDM (Finance)/</u> MBA (Finance)/<br>CA/CFA or equivalent |

(e) **Clause 5.1 of Schedule-1 Terms of Reference**

~~5.43~~ In the event that the Consultancy cannot be taken forward for whatever reason, the Consultant shall not proceed with the Assignment and the same shall be terminated. Upon such termination, the Consultant shall be entitled to ~~a~~ payments for services satisfactorily performed prior to the date of termination. of 60% (sixty per cent) of the Assignment value until the termination hereunder less any payment already made by the Authority for any Deliverable or otherwise.

2. This Addendum forms an integral part of the RFP.

**Reply to Queries dated 02.04.2025 for the RFP N-14070/02/2025-PPPAU of NITI Aayog for the  
Request for Proposal (RfP) for Preparation of Infrastructure Projects Pipeline**

| SN | Description                                | Query  | Reply                                    |
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| 1. | Extension of bid submission date           | The preparation of bid documents involves extensive work in niche domain and includes heavy paper work and collation of data. Furthermore, it requires time to formulate a team of qualified professionals suitable for their respective positions. Hence, we request the authority to extend the date of submission by at least 3 weeks from the current date of submission.  | Please refer to Addendum-1               |
| 2. | Addition of Liability Clause               | <p>Please add a new clause for Limitation of Liability as follows:</p> <p>"In no circumstances shall Consultant's total liability for any direct damages under this Contract exceed the Fee paid to Consultant. Consultant shall not be liable to Client in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Contract to the extent such loss or damage is consequential, indirect, special or punitive, whether or not Client had been advised of the likelihood of any such loss or damage."</p> <p>In reference to the inputs provided by our Legal team, if the liability against direct/indirect is not capped to a particular amount. The indicative meaning to be drawn legally will be for the Liability to be treated as Unlimited. Thus, at least for international corporations such as us it becomes a very high-risk project. Also, this is a particular limitation that is widely issued and limited to the fee on many other Government Contracts.</p> | Please refer to Clause 3.4 of Schedule-2 |
| 3. | General Query: Allowance of CA Certificate | We would like to highlight that several clients refrain from providing the Completion certificates. Additionally, many of the Clients' certificates do not highlight all the project details such as cost, size, fee, duration, and Scope of work of the project. Also, there are certain NDAs signed with clients so we   | Please refer to Addendum-1               |

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|    |   | are restricted from sharing the Client certificates for the projects. Therefore, we request the authority to kindly allow the consultants to submit a CA Certificate / Self-attested declaration by the consultant's authorized signatory as proof reflecting that the fee in lieu of the work done has been received/Percentage of the fee has been received and thus the project has been completed mentioning the project details altogether along with any LOA/LOI/ Work order/ Contract agreement released by the client.                          |   |
| 4. | General Query: Deployment   | We request the authority to kindly clarify whether bidders will be deployed fulltime or would be required as and when required basis. Additionally, if it's a full time deployment, kindly let us know the place of deployment for bidders.<br>However, we understand that deployment of all the experts should not be mandatory, experts can be made available as and when required. We believe that deployment of such resources will not add any additional value to the project and will only increase the overall financial burden on the project. | Query does not refer to any specific provision of RFP.<br>Hence, no comments. |
| 5. | General Query: Allowance of MBA/PGDM for Finance Expert and Capital Market Expert                                     | We believe an individual's credentials and relevant experience should be given more weightage than just a degree. An expert having a postgraduate degree as diploma/ PGDM /MBA with relevant experience in the field may also be an adept resource. Moreover, in earlier times, and as per AICTE, PGDM was considered in place of MBA.  | Please refer to Addendum-1  |
| 6. | General Query: Consortium and Subcontracting  | The RFP provisions address the formation of a consortium; however, it does not explicitly state whether a Joint Venture (JV) or consortium is permitted. Hence, we request the authority to kindly confirm the same. Additionally, we believe that Subcontracting of experts is allowed under this RFP. We request the authority to kindly confirm the same.  | Query does not refer to any specific provision of RFP.<br>Hence, no comments. |
| 7. | Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of | We request the authority to kindly consider the projects in the last 10 years instead of 5 years. This would allow us to exhibit our entire range of projects done. Also, as infrastructure projects take time to start and end, hence considering the  | No change is contemplated.  |

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|    | 5 (five) Eligible Assignments as specified in Clause 3.1.4<br><br>(Page 18, Clause 2.2.2. A)   | horizon of 10 years would allow us to show our creds comprehensively. The clause would as follow:<br>Technical Capacity: The Applicant shall have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.4   |  |
| 8. | Proposal due date 5 April 2025<br>(Page 14, Clause 1.8)  | Requesting the authority to kindly provide an extension of 2 weeks for the proposal submission i.e. 19 April 2025. Extension will allow us to submit the proposal in a comprehensive manner.  | Please refer to Addendum- 1  |
| 9. | 2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:<br><br>(A) Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.4   | Given the nature of Eligible Assignments in this RFP, we request to please extend this timeline from past 5 years to past 10 years. The period of the past 5 years is limiting because of the impact of the COVID-19 pandemic on infrastructure projects and their progress and completion status.  | No change is contemplated.   |
| 10 | 2.3.4 An Applicant eventually appointed to provide Consultancy hereunder, and its Associates, shall be disqualified from subsequently providing goods or works or services related to projects and assets identified under the Consultancy and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) months from the date of submission of final Infrastructure | We request you to please confirm our understanding:<br><br>(a) We understand that we shall not be allowed to provide goods or works or services related to projects and assets identified under this assignment due to Conflict of Interest only for a period of three months after submission of the final Infrastructure Projects Pipeline Report to NITI Aayog.<br><br>(b) Further, we understand that this Clause shall apply only if the assignment reaches the mentioned stage of completion. In case the project terminates at only the draft Infrastructure Projects Pipeline, then this restriction shall not apply. | The restriction of three months shall apply from the date of such termination/ completion of the assignment. |

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|    | <p>Projects Pipeline Report or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.</p> |  |  |
| 11 | <p>2.13.2 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the</p>   | <p>Given that this is an online digital submission on the GeM portal, the typical practice is to use scanned version of the signature of the Authorised Signatory and seal of the firm. Scanning the Proposal document so that the signatures and initials on every page are in blue ink shall lead to a very large sized file that will not be in a state to be uploaded on the online portal. Accordingly, scanned signatures/initials of the Authorised Signatory as well as the experts should suffice. Request you to please allow use of scanned signatures.</p> | <p>Scanned signatures would be considered.</p> |

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|    | <p>person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative...</p> <p>Clause 2.14.2 (g) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected.</p> <p>2.16.4 The Technical Proposal and Financial Proposal shall be typed and signed by the Authorised Representative of the Applicant. All pages of the Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.</p> <p>Page 104 of RFP Notes: 3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation</p> |   |   |
| 12 | <p>2.14.6 The proposed team shall be composed of experts and specialists (the “Professional Personnel”) in their respective</p>   | <p>We understand that only the CVs of the three “Key Personnel” (Financial Expert, Capital Market Expert, Taxation Expert) shall be evaluated for the purpose of ‘Evaluation of Technical</p> | <p>Please refer to Clause 3.1.3 read with Clause 2.1.4.</p> |

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|    | <p>areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule.</p> <p>The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.</p> | Proposals’ (Clause 3.1.3). No other CV shall be evaluated for scoring. Please confirm our understanding.   |                            |
| 13 | <p>3.1.3 of 3 - While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/</p>   | <p>The present method of scoring is very subjective and makes the outcome of the evaluation process uncertain. It does not allow self-evaluation by the Bidder as well. It is restrictive and may limit competition in the bidding process. We request you to please allocate atleast half the marks for meeting the criteria instead of ignoring that experience from a scoring viewpoint. Remaining score may be allocated based on additional experience.</p> | No change is contemplated. |



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|    | <p>Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/ Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be Considered.</p> |  |                            |
| 14 | <p><b>3.1.4 Eligible Assignments</b><br/>For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of feasibility report, financial model and/or preparation of transaction / bid documents in relation to the bidding process or other transactions for</p>   | <p>Certain provisions in this Clause are restrictive and may limit competition in the bidding process. We request to reduce the requirement of professional fee received as well as allow ongoing assignments – this shall allow us to showcase wider experience. Accordingly, we request the following changes in this Clause:</p> <ul style="list-style-type: none"> <li>• Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least <del>Rs. 1 (one) crore</del> Rs. 50 Lakhs for such assignment, and where credit is being claimed by a Key</li> </ul> | No change is contemplated. |

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|  | <p>following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>(a) an infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost (excluding land) of at least Rs. 400 (four hundred) crore in case of a project in India, and US \$ 200 million (US\$ two hundred million) for projects elsewhere (the “PPP Project”); or</p> <p>(b) privatization or disinvestment of government owned companies in India involving transfer of management control to a private sector entity where the financial transaction involves a payment of at least Rs. 100 (one hundred) crore for such transfer (the “Disinvestment Project”); or</p> <p>(c) Transfer of infrastructure or real estate assets to an Infrastructure Investment Trust (InvIT) or Real Estate Investment Trust (REIT) or other similar mechanisms where the financial transaction involves asset consideration of at least Rs. 400 (four hundred)</p> | <p>Personnel, she/ he should have completed the relevant assignment prior to PDD. Ongoing assignments shall also be considered.</p> <ul style="list-style-type: none"> <li>• Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, it shall be considered for evaluation under Other Projects, and such assignment shall have been ongoing or completed prior to PDD and the Applicant shall have received professional fees of at least <del>Rs. 2 (two) crore</del> Rs. 50 Lakhs Further, we understand that we can club projects based on the same Model Concession Agreement and awarded by the same public entity. These projects may then be counted as one Eligible Assignment. This shall allow us to meet the large requirements of this Clause. Given the industry conditions, we request you to please allow this.</li> </ul> |  |
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|    | <p>crore for such transfer in case of a project in India, and US \$ 200 million (US\$ two hundred million) for projects elsewhere (the “Other Project”). Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 1 (one) crore for such assignment, and where credit is being claimed by a Key Personnel, she/ he should have completed the relevant assignment prior to PDD. Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, it shall be considered for evaluation under Other Projects, and such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 2 (two) crore Provided further that all Eligible Assignments relating to projects based on the same Model Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment.</p> |  |                            |
| 15 | 5.2 Time schedule for important Deliverables (the   | In keeping with industry standards, request to please add a payment milestone to the Inception Report as | No change is contemplated. |

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|    | “Key Dates”) of the Consultancy and the payment schedule linked to the specified Deliverables is given below:  |   |          | well. Proposed revision.   |   |          |                    |
|    | Key Date No.   | Description of Deliverables                                 | Week No. | Key Date No.   | Description of Deliverables                                 | Week No. | Payment            |
|    | KD1  | Inception Report  | 2        | KD1  | Inception Report  | 2        | 10%                |
|    | KD2  | Submission of draft infrastructure Projects pipeline Report | 14       | KD2  | Submission of draft infrastructure Projects pipeline Report | 14       | 30%                |
|    | KD3  | Submission of final infrastructure Projects pipeline Report | 16       | KD3  | Submission of final infrastructure Projects pipeline Report | 16       | 40%                |
|    | KD4  | Acceptance of final Infrastructure Projects Pipeline Report | 20       | KD4  | Acceptance of final Infrastructure Projects Pipeline Report | 20       | <del>30%</del> 20% |
|    |  | Total   | 20       |  | Total   | 20       | 100%               |
|    |  |   |          |  |   |          |                    |
| 16 | 5.1 In the event that the Consultancy cannot be taken forward for whatever reason, the Consultant shall not proceed with the Assignment and the same shall be terminated. Upon |   |          | Request clarity on the calculation of the value that shall be ‘60% (sixty per cent) of the Assignment value until the termination’. We understand that this shall be the value of the assignment until the next deliverable during termination of the assignment. Please confirm this understanding. |   |          |                    |
|    |  |   |          | Please refer to Addendum- 1  |   |          |                    |

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|    | such termination, the Consultant shall be entitled to a payment of 60% (sixty per cent) of the Assignment value until the termination hereunder less any payment already made by the Authority for any Deliverable or otherwise.   |   |                            |
| 17 | <p>Form- 7</p> <p>1. Understanding of TOR (not more than two pages) ....</p> <p>2. Methodology and Work Plan (not more than three pages) The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.</p> | Given that Form-7 requires substantial amount of material to be included in “2. Methodology and Work Plan”, we request that the page limit be increased from three to five pages. | No change is contemplated. |

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| 18 | <p>2.27 Indemnity</p> <p>The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.</p> <p>3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.</p> | <p>We request suitable amendment of these clauses to remove the provision of indemnification.</p>   | <p>No change is contemplated.</p> |
| 19 | <p>2.9.3 Cessation of rights and obligations</p> <p>Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the</p>  | <p>We request the following edit:</p> <p>2.9.3 Cessation of rights and obligations</p> <p>Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except</p> <p>(i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination;</p> | <p>No change is contemplated.</p> |

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|    | <p>Parties hereunder shall cease, except.</p> <p>(i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination;</p> <p>(ii) The obligation of confidentiality set forth in Clause 3.3 hereof;</p> <p>(iii) The Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and</p> <p>(iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.</p> | <p>(ii) the obligation of confidentiality set forth in Clause 3.3 hereof;</p> <p>(iii) <del>the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement;</del> and</p> <p>(iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.</p>  |   |
| 20 | Page 73 of RFP  | <p>We request addition of below Clauses:</p> <p>(i) NITI Aayog ("CLIENT") agrees that DTTILLP ("Bidder") shall not be liable to CLIENT for any losses for an aggregate amount in excess of the fees paid by CLIENT to the Bidder under the contract.</p> <p>(ii) CLIENT shall indemnify and hold harmless the Bidder for all losses and claims arising in connection with any third-party claim in relation to or pursuant to the contract or the services.</p> <p>(iii) CLIENT shall not disclose to any third party the advice, opinions, reports or other work product of the Bidder provided hereunder without the prior express written consent of the Bidder.</p> | No change is contemplated.  |
| 21 | Note: 1. The financial evaluation shall be based on the above Financial Proposal. The   | We understand the quote inclusive of GST shall be considered for the purpose of evaluation. Please confirm our understanding.   | Provisions of Form-2 are clear and self-explanatory. No change is contemplated. |

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|    | total in Item C shall be the amount for purposes of evaluation.  |  |                             |
| 22 | 1.8 Schedule of Selection Process.....<br>Proposal Due Date or PDD: 5 April 2025.....  | We request you to please extend the bid submission deadline by two (2) weeks from the date of issuance of the response to the pre-bid queries, in order for us to submit a competitive bid. The current deadline shall constrain submission.   | Please refer to Addendum- 1 |
| 23 | Clause 2.2 Conditions of Eligibility of Applicants at page 14<br>(A) Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.4  | We request the authority to consider increasing the number of years of past experience eligible for technical capacity.<br>Proposed clause:<br>(A) Technical Capacity: The Applicant shall have, over the past 15 (fifteen) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.4  | No change is contemplated.  |
| 24 | Clause 3.1.4 Eligible Assignments at page 34<br>a) an infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost (excluding land) of at least Rs. 400 (four hundred) crore in case of a project in India, and US \$ 200 million (US\$ two hundred million) for projects elsewhere (the “PPP Project”); or<br><br>b) privatization or disinvestment of government owned companies in India involving transfer of | We request the authority to consider relaxing the criteria for eligible assignments as outlined below.<br><br>Proposed clause:<br>a) an infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost (excluding land) of at least Rs. 100 (one hundred) crore in case of a project in India, and US \$ 50 million (US\$ one hundred million) for projects elsewhere (the “PPP Project”); or<br>b) privatization or disinvestment of government owned companies in India involving transfer of management control to a private sector entity where the financial transaction involves a payment of at least Rs. 100 (one hundred) crore for such transfer (the “Disinvestment Project”); or<br>c) Transfer of infrastructure or real estate assets to an Infrastructure Investment Trust (InvIT) or Real Estate Investment Trust (REIT) or other similar mechanisms where the financial transaction involves asset consideration of at least | No change is contemplated.  |



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|    | <p>management control to a private sector entity where the financial transaction involves a payment of at least Rs. 100 (one hundred) crore for such transfer (the “Disinvestment Project”); or</p> <p>c) Transfer of infrastructure or real estate assets to an Infrastructure Investment Trust (InvIT) or Real Estate Investment Trust (REIT) or other similar mechanisms where the financial transaction involves asset consideration of at least Rs. 400 (four hundred) crore for such transfer in case of a project in India, and US \$ 200 million (US\$ two hundred million) for projects elsewhere (the “Other Project”).</p> | <p>Rs. 200 (two hundred) crore for such transfer in case of a project in India, and US \$ 50 million (US\$ one hundred million) for projects elsewhere (the “Other Project”).</p>  |                                   |
| 25 | <p>Clause 3.1.4 Eligible Assignments at page 34<br/>         Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 1 (one) crore for such assignment, and where credit is being claimed by a Key Personnel, she/ he should have completed the relevant assignment prior to PDD.</p>  | <p>We request the authority to consider relaxing the criteria for eligible assignments as outlined below.<br/>         Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 50 (fifty) lakhs for such assignment, and where credit is being claimed by a Key Personnel, she/ he should have completed the relevant assignment prior to PDD.<br/>         Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, it shall be</p> | <p>No change is contemplated.</p> |

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|    | <p>Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, it shall be considered for evaluation under Other Projects, and such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 2 (two) crore.</p>  | <p>considered for evaluation under Other Projects, and such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 50 (fifty) lakhs.</p>   |  |
| 26 | <p>Clause 3.1.3 of Evaluation of Technical Proposals at page 32<br/>Point number 2<br/>Proposed Methodology and Work Plan<br/>Criteria - Evaluation will be based on the quality of submissions, to be awarded as:<br/>i) 40% of the maximum marks for the Proposed Methodology and Work Plan as submitted with the Proposal; ii) 60% of the maximum marks for the Proposed Methodology and Work Plan as presented during the presentation made by the Applicant (i.e., by the Key Personnel submitted with the Proposal) to the Authority.</p> | <p>We understand that the shortlisted consultant will be required to present their Methodology and Work Plan directly to the authority, and that this presentation is not to be included in the initial bid submission.<br/>Could you please confirm if our understanding is correct?</p> | <p>Clause 3.1.3 is clear and self-explanatory.</p> |

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|    | The said presentations to be taken from the Applicants who meet the Conditions of Eligibility as specified in Para 2.2 of this RFP.  |   |  |
| 27 | Clause 3.1.3 of Evaluation of Technical Proposals at page 32 Point number 1 Relevant Experience of the Applicant Criteria - 30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm. The remaining 70% shall be awarded for:<br>(i) the comparative size and quality of Eligible Assignments; and (ii) overall turnover, experience and capacity of the firm.  | We kindly request the authority to provide an illustrative example of the comparative quality for eligible assignments.                   | Clause 3.1.3 is clear and self- explanatory. |
| 28 | Clause 3.1.3 of Evaluation of Technical Proposals at page 33 While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ | We request the authority to consider scoring marks for all eligible projects including the once shared against minimum eligible criteria. | No change is contemplated.                   |

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|    | <p>Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the RFP for Technical Consultant: Preparation of Infrastructure Projects Pipeline eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/ Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.</p> |   |  |
| 29 | <p>Clause 3 point (viii) of Schedule – 1 Terms of Reference (TOR) For Technical Consultant at page 46<br/>Develop and provide a conceptual framework – including therein the project structure (scope of the project etc.), key obligations of parties, financial model (and options</p>   | <p>We kindly request the authority to confirm our understanding that the consultant's scope of work will be confined to the development of a conceptual framework only.</p> | <p>Clause is clear and self-explanatory.</p> |

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|    | thereto), and other key terms and conditions - to be adopted for bidding out of the identified asset classes. Finalise the said conceptual framework based on inputs from the Ministries/ Departments and the Authority.   |   |   |
| 30 | <p>Clause 3 point (ii) of Schedule 1 Terms of Reference (TOR) for Technical Consultant Clause 3 at page 45</p> <p>Identify assets classes including assets and land parcels that can be undertaken for development and/ or upgradation and/ or operation and maintenance through private participation (in addition to those proposed under (i) above). And review and analyse the same.</p> | We kindly request the authority to confirm our understanding that consultant will be provided with a comprehensive list of assets and land parcels for analysis.  | Clause 3 point (ii) of Schedule-1 Terms of Reference (TOR) is clear and self-explanatory. |
| 31 | Clause 1.8 point 3 of Introduction at page 10<br>Proposal Due Date or PDD 5 April 2025   | We kindly request to extend the PDD to 15 April 2025  | Please refer to Addendum- 1   |
| 32 | <p>Clause 1.5 of Appendix – I Form 2 Particulars of the Applicant</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p>  | <p>We request the authority to kindly amend the clause as below</p> <p>-</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last two years?</p> | No change is contemplated.  |

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| 33 | Clause 3.8 Documents prepared by the Consultant to be property of the Authority at page 67. | <p>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. "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</p> <p>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 deliverables are meant for client's internal business operations."</p> | No change is contemplated.   |
| 34 | No clause in RFP  | We understand that subcontracting is not prohibited under the RFP and a bidder may use third party / third party resources to provide services under the ensuing contract. However, in such a case, the bidder would remain responsible for the work of such subcontractors. Please confirm if our understanding is correct.  | Query does not refer to any specific provision of RFP. Hence, no comments. |
| 35 | Clause 3.4.3 (ii) Liability of the Consultant at page 65.                                   | <p>Client is requested to limit consultant's overall liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. Client may consider including the following language:</p> <p>"Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract,</p>   | No change is contemplated.   |

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|    |  | tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."   |                            |
| 36 | Clause 3.4.3 Liability of the Consultant at Page 65.   | Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.   | No change is contemplated. |
| 37 | Clause 3.3 Confidentiality at Page 64  | We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.   | No change is contemplated. |
| 38 | Clause 3.8.3 Documents prepared by the Consultant to be property of the Authority at Page 67 | We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines. "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.<br>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 make it non-infringing. | No change is contemplated. |

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|    |   | 3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."  |                            |
| 39 | Clause 2.27 Indemnity at page 30  | There are several remedies available under law and contract to you for such breach of obligations. For eg., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section. In case you consider to retain the section, then we request you to make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator. | No change is contemplated. |
| 40 | Clause 2.3 Termination of Agreement for failure to commence Services at Page 57   | To uphold the principles of natural justice, we request the authority to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.  | No change is contemplated. |
| 41 | Clause 2.9.1 (g) Termination of Agreement at Page 59  | We request the authority to delete this ground for termination as it is unreasonable and there are several remedies in contract and law available to the client for such breach.   | No change is contemplated. |
| 42 | Clause 2.3 Conflict of Interest at Page 16,<br>Clause 3.2 Conflict of Interest at Page 61,<br>Schedule 3 Guidance Note on Conflict of Interest at Page 80 | 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  | No change is contemplated. |



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|    |  | 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.  |   |
| 43 | Clause 7.2.1 Liquidated Damages at Page 70   | We request the authority to cap the overall liquidated damages/penalties cumulatively to 5% of the total contract value.   | No change is contemplated.  |
| 44 | Clause 7.3 Penalty for deficiency in Services at Page 71                                   | 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.  | No change is contemplated.  |
| 45 | Clause 4.2 Consultant's Personnel at Page 68   | 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. | No change is contemplated.  |
| 46 | Clause 3.5 Insurance to be taken out by the Consultant at Page 65, Clause 3.5.2 at Page 66 | 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  | Please refer to Clause 3.5.1 (d) of Schedule-2 which is clear and self-explanatory. |

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|    |   | <p>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.</p> <p>Please confirm.</p>  |                                       |
| 47 | <p>Clause 3.6 Accounting, inspection and auditing at Page 70</p>  | <p>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> | <p>No such Clause 3.6 at Page 70.</p> |
| 48 | <p>Point 1.5(iv) of Appendix 1 form 2 Particulars of the Applicant at Page 90 (Pre-qualification requirement/declaration regarding blacklisting / debarment).</p> | <p>We would like to humbly submit that the time period for eligibility criteria/declaration regarding prior blacklisting is very long. We request you to kindly modify the eligibility criteria to allow Bidders that have not been blacklisted as on date or for a specific period (like 2 years) in the past, to participate in the bid. We also request you to kindly allow Bidders to declare that they are not blacklisted as on date or for a specific period (like 2 years) in the past.</p>                        | <p>No change is contemplated.</p>     |
| 49 | <p>Point 12 of Appendix 1 Form 1 Letter of Proposal</p>   | <p>We request that the bidder should be allowed to declare that there are</p>  | <p>No change is contemplated.</p>     |

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|    | at Page 86  | no pending criminal investigations/proceedings by a regulatory authority against bidder or its current Board of Directors, as on the date of submission of this bid in their profession capacity in any Court of Law regarding execution of any professional project/work executed/being executed by bidder.   |                            |
| 50 | Point 6 of Appendix -1 Form 1 Letter of Proposal at Page 85 | We request the authority to modify the undertaking to the effect that any such termination should have been approved/upheld by any court decree or arbitral award against the bidder to such effect. Further for performance, we confirm there is no instance of any contract having been terminated on account of any determined non-performance of contract. Our undertaking shall be subject to the aforesaid clarifications. Please confirm. | No change is contemplated. |
| 51 | No clause in RFP  | 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.                                   | No change is contemplated. |
| 52 | No clause in RFP  | If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure,  | No change is contemplated. |

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|    |  | 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: "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." |                             |
| 53 | Clause 5.1 Time and Payment Schedule at page 47<br>Annex-3 Payment Schedule at page 76   | The engagement duration is 5 months ~ 20 weeks which ends at KD4 as per the payment schedule table. We would like to gain clarity on the foot note provided below the payment schedule as to What does post KD4 refer to? Will the engagement continue post 20 Weeks?  | Please refer to Addendum- 1 |
| 54 | Clause 5.1 Time and Payment Schedule at page 47<br>In the event that the Consultancy cannot be taken forward for whatever reason, the Consultant shall not proceed with the Assignment and the same shall be | We hope to highlight that as per the payment schedule, the fee receivable by consultant comes to 70% upon submission of report on KD3 in 16 weeks.<br>In view of the same, we request the authority to align the payment incase of termination to the tasks undertaken and works completed.  | Please refer to Addendum- 1 |

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|     | terminated. Upon such termination, the Consultant shall be entitled to a payment of 60% (sixty per cent) of the Assignment value until the termination hereunder less any payment already made by the Authority for any Deliverable or otherwise. |  |                             |
| 55  | Clause 8 Completion of Services at page 48  | The engagement timeline itself is for five (5) months, and the deemed acceptance period is two (2) months, with a condition of deficiency iteration, and client satisfaction, which can further increase the acceptance period. We request the authority to include a well-defined acceptance criterion for our work, and an agreed acceptance procedure. A suitable acceptance criterion can be “Within 10 days 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” | No change is contemplated   |
| 56. | (APPENDIX-I; Form-8 Page no.: 98) Certificate from the Statutory Auditor  | Generally, Statutory Auditor reviews company turnover and is not involved in reviewing individual projects. Hence, we request the authority to kindly allow certification from a practicing Chartered Accountant for the payment of professional   | Please refer to Addendum- 1 |

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|     |   | <p>fees received. Kindly confirm. We have also signed confidentiality agreements with our clients that limit our ability to disclose their names &amp; the contracts / work orders with them. While we shall be happy to disclose the same where we are legally permitted to, we request you to accept the certificate with a brief description of our client (without disclosing their names), the nature of services we performed for them, the duration of the project and a tentative contract value duly attested by CA.</p>                              |                            |
| 57. | (3.4 Page no.: 35)<br>Combined and final evaluation | <p>It is requested that the normalization of technical score should be done, as is the norm in public sector RFPs. Normalization process for technical scores:<br/>The best technical proposal with highest technical score (Tm) will be given a technical score (St) of 100 points. The technical scores (St) of the other Technical Proposals will be determined using the following formula:<br/>[St = 100 x T/Tm, in which St is the technical score, Tm is the highest technical score, and T is the technical score of bidders under consideration].</p> | No change is contemplated. |

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|     |   | <p>This is a norm in all recent RFPs for central/ state Governments like</p> <p>a. Department of Commerce reorganization and export promotion support issued in 2021</p> <p>b. Accelerating Investment in India RFP by Invest India issued in 2019</p> <p>c. Services Export Strategy issued by Ministry of Commerce &amp; Industry, Govt of India in 2024</p>   |                             |
| 58. | <p>(2.2.2 (D))</p> <p>Page no.: 14</p> <p>Conditions of Eligibility for Key Personnel:</p> <p>Financial Expert, Capital Market Expert &amp; Taxation Expert</p> | <p>Generally, top MBA colleges do not provide specialty degree in MBA. Therefore, we request the authority to kindly allow MBA/PGDM along with the educational qualification of MBA (Finance)/ CA/ CFA or equivalent.</p>  | Please refer to Addendum- 1 |
| 59. | <p>(3.1.3 (2))</p> <p>Page no.: 32)</p> <p>Proposed Methodology and Work Plan: 20 marks</p>   | <p>Approach &amp; Methodology and Technical presentation provides an opportunity to the technical evaluation committee to thoroughly evaluate consultant &amp; its proposed key personnel.</p> <p>Hence, we request you to add the Approach &amp; Methodology criteria for the evaluation for 35 marks.</p> <p>Proposed assessment</p> <p>a) Demonstrated understanding of the objectives- 10 marks</p> <p>b) Initial perspectives on key elements of deliverables- 10 marks</p> <p>c) Detailed approach &amp; methodology- 10 marks</p> <p>d) Detailed workplan- 5 marks</p> <p>The norm for Approach &amp; Methodology across Govt projects is to award 30-45 marks as specified in below projects.</p> <p>a. Knowledge partner for investment acceleration issued by IKF, Govt of Karnataka in 2024- 35 marks</p> | No change is contemplated.  |

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|     |  | <p>b. Green Energy Financing issued by REC in 2024- 40 marks</p> <p>c. c. Selection of High-Level Consultant for Strategy and Program Management Support for Ministry of Tourism during India's G-20 Presidency- 35 marks</p>  |                            |
| 60. | 2.3.2 on page 16 of Instructions to Applicants and Clause 3.12 on page 61 of Agreement<br>Conflict of Interest | <p>Please note for the purpose of clarity that in order to ensure no conflict of interest, as a practice Consultant does not assign its personnel who will work for Authority to provide services to a direct competitor of Authority where the services to be provided are substantially similar to the Services Consultant performs for Authority under the RFP. Such a restriction lasts for 12 months from the conclusion of the individual's work with Authority on the RFP. It is important to note that this restriction will not apply to any senior professionals who serve as Consultant Practice Area Leaders ("PALs"), senior personnel (Managing Director and Partners (MDPs), Partners), topic leaders, topic experts or advisors, including data scientists and digital, analytical data or software developers. Involvement of an individual in the RFP will not preclude them from working for other clients in Authority's industry.</p> <p>We request upon award of contract such clarification language forms part of the final Agreement.</p> | No change is contemplated. |
| 61. | Clause 2.27 on page 30 of Instructions To Applicants Indemnity   | We request deletion of clause 2.27. Consultant is willing to indemnify for third party IPR breach subject to market standard caveats.  | No change is contemplated. |
| 62. | Clause 3.3 on Page 64 of the Agreement<br>Confidentially   | We request the Confidentiality clause be made mutual and removal of reference to customer data as we are not receiving any. We would also like to clarify in the final Agreement that Authority will ensure no personal data is shared with the Consultant. Additionally, in order to be compliant with any legal or tax orders, we request that we are allowed to retain the copies of the reports or deliverables  | No change is contemplated. |



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|     |  | submitted by us as evidence of the work completed by us under this contract.   |                            |
| 63. | Clause 3.4 on page 64 of the Agreement<br>Liability of the Consultant  | Upon contract award, we would like to add in the final Agreement a language that Consultant's liability shall not exceed the 100% of the contract price. We are also not able to link or align liability cap to Insurance covers since Insurance is linked to contingency and not an alternative to contract breach. We request deletion of clause 3.4.4 as the Consultant is willing to indemnify for third-party IPR breach but not such a broad uncapped head. We would need to revisit this entire clause in the final Agreement in order to align Clause 3.4.3 to market practice and define negligence and willful misconduct. | No change is contemplated. |
| 64. | Clause 3.4.4<br>Page no-65 of the Agreement<br>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. | Any recommendations provided by the Consultant will be mutually discussed in detail the Authority (in line with Schedule 1, Section 4 Deliverables). Further, the recommendations on the asset value shall be heavily linked to the market dynamics at the time of the monetization activity. Accordingly, we request the Authority to limit the liability to the contract value under any circumstance. Additionally, we request that the consultant's liability be strictly limited to the contracting party and not extend to any third party.<br>Kindly confirm.   | No change is contemplated. |
| 65. | Clause 3.5 on Page 65 of Agreement<br>Insurance to be taken out by the Consultant  | Consultant already has adequate insurance covers and cannot subject such existing Insurances to be on T&Cs approved by Authority. However, if we are awarded the business contemplated by this RFP, Consultant, consistent with its standard practice, would maintain the insurance cover as per Consultant's policies and issue to the Authority a certificate of insurance evidencing the coverages we maintain. We request the terms to be amended accordingly.   | No change is contemplated. |

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| 66. | <p>Clause 3.6 on Page 66 of Agreement</p> <p>Accounting, inspection and auditing</p>                                  | <p>While we agree to limited audit terms, we propose to amend the clause with the understanding that nothing shall obligate us to disclose any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with our business, payroll information, or information or material that constitute, in our opinion, legally privileged documents or information that we are bound to maintain as confidential by written obligation to a third party. Any audit shall be with prior notice, conducted on reasonableness and limited to the extent of services provided under the engagement. At no given point audit shall allow access to Consultant's internal system. We request a caveat to this extent is added to the audit clause in the final Agreement.</p>   | No change is contemplated. |
| 67. | <p>Clause 3.8 on Page 66 of Agreement</p> <p>Documents prepared by the Consultant to be property of the Authority</p> | <p>We request deletion of 3.8.3. Consultant is willing to indemnify for third party IPR breach subject to market standard caveats.</p> <p>The final Agreement should include the following provisions:</p> <p>i. Each party shall retain its pre-existing and underlying intellectual property to the extent embedded in the Deliverables.</p> <p>ii. In the event any third-party materials or tools or any of our proprietary products are used for the Deliverables or services, the terms and any licensing restrictions thereof shall be agreed at contract award stage. Consultant should not be made liable for any Third- Party Software included with approval of Authority.</p> <p>Also, we shall not preclude the Authority from sharing the Deliverables with any third parties, however, we request the Authority to ensure that such third parties sign our standard non-reliance letter before sharing Deliverables and any third-</p> | No change is contemplated. |

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|     |  | <p>party having access to the report or presentation or Deliverable may use it on a non-reliance basis. This would protect us from risks of third-party claims based on reliance on Deliverables, which are prepared only for the Authority. We are not willing to assume any legal obligations to non-clients that could arise from the redistribution of our work and we do not owe the duty of care towards the third party. Further, Consultant will not be precluded from developing for itself, or for others, anything, whether in tangible or non-tangible form, that is competitive with, or similar to, any of the Deliverables, provided that Consultant does not use any Authority Confidential Information for which it does not have a license to use for such purposes. In addition, Consultant is free to use its general knowledge, skills and experience and know-how, expertise, ideas, techniques, approaches, concepts, or designs used, developed or acquired by or on behalf of Consultant in the course of the engagement, including, but not limited to, any know-how, concepts or information retained in the unaided memory of Consultant employees or agents as a result of authorized access to Authority Confidential Information.</p> |                            |
| 68. | <p>Clause 3.11<br/>on Page 67 of<br/>Agreement<br/>Accuracy of documents</p> | <p>Request deletion of indemnity under 3.11. Consultant is willing to indemnify for third party IPR breach subject to market standard caveats. We would like to clarify in the final Agreement, that Consultant will not be responsible for providing any fairness opinions or valuations of market transactions, or legal, regulatory accounting, or tax advice. Authority agrees that it will retain its own experts in these disciplines, as it deems necessary and shall ensure the deliverables meet are required legal, regulatory and its internal guidelines.</p>  | No change is contemplated. |
| 69. | New Clause: No Publicity   | <p>We request that a mutual no-publicity clause is added in the final Agreement: No Party will make any public announcement or press release regarding the engagement or</p>   | No change is contemplated. |

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|     |  | <p>services performed without the prior written consent of the other Party. Except as required by law, neither Consultant Deliverables nor reference to Consultant may be included or made in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution.</p>  |                            |
| 70. | <p>7.2.1 and 7.2.2<br/>Page no- 70 &amp; 71</p> <p>7.2.1 Liquidated Damages for error/variation: In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.</p> <p>7.2.2 Liquidated Damages for delay: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the</p> | <p>For Point 7.2.1: Any recommendations provided by the Consultant will be mutually discussed in detail the Authority (in line with Schedule 1, Section 4 Deliverables). Further, the recommendations on the asset value shall be heavily linked to the market dynamics at the time of the monetization activity. Accordingly, we propose that the Liquidated Damages for error/ variation are removed from the Agreement. Kindly confirm.</p> <p>For Point 7.2.2: We propose to mutually discuss and amend any penalty terms and that such penalties are applicable for any delay only in the event that are solely and directly attributable to Consultant. Further, if the delay is solely and directly attributable to Client, Consultant shall not be liable for any such delay or exposed to penalties. If in such an event, Consultant team support is needed beyond the agreed timelines. Such Consultant extended support shall be at an additional cost to Client. Accordingly, we request upon award of contract, such clarification language forms part of the final Agreement. Kindly confirm.</p> <p>Collectively, we propose that such penalties not to exceed maximum value of 10% of the Consultancy Fee.</p> | No change is contemplated. |

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|     | Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise.  |   |                             |
| 71. | Annex-3<br>Payment Schedule<br>Page no.: 76 of Agreement<br>\$Payment will be made at the end of each quarter post KD4, at 2.5% each quarter.  | We understand that this is a typographical error. Kindly confirm.   | Please refer to Addendum- 1 |
| 72. | Timeline for Bid Submission  | We request the authority to kindly extend the Proposal Due Date (PDD) by a fortnight for bidders to be able to submit a high-quality proposal requisite for this prestigious assignment. Please confirm.  | Please refer to Addendum- 1 |
| 73. | 5. Time and Payment Schedule – Page no. 51 of TOR<br>In the event that the Consultancy cannot be taken forward for whatever reason, the Consultant shall not proceed with the Assignment and the same shall be terminated. Upon such termination, the Consultant shall be entitled to a payment of 60% (sixty per cent) of the Assignment value until the termination hereunder less any payment already made by the Authority for any Deliverable or otherwise. | Upon the termination of the Assignment for any reason, Consultant should be entitled to receive the 100% of the payment relating to the deliverables achieved till the effective date of termination adjusted by any payment already made by the Authority. | Please refer to Addendum- 1 |

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| 74. | <p>8. Completion of services –<br/>Page 52 of TOR</p> <p>All the deliverables shall be compiled, classified and submitted by the Consultant to the Authority in soft and hard form. The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant. Unless completed earlier, the Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary</p> | <p>We request the authority to kindly reduce the Acceptance period to thirty (30) days for the purpose of this clause.</p> | <p>No change is contemplated.</p> |
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|     | corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Consultancy shall in any case be deemed to be completed upon expiry of 1 (one) year from the Effective Date, unless extended by mutual consent of the Authority and the Consultant.  |   |   |
| 75. | 1.10 – Page 60 Taxes and Duties   | We request the Authority for the addition of the below clause under this section: “If the Authority is required to withhold any taxes pursuant to the provisions of the Income Tax Act, 1961, Authority shall issue a withholding tax certificate in Form No. 16A within the prescribed timeframe. The Authority shall email the Withholding Tax Certificate (Form No. 16A) to bcgindiatax@bcg.com. BCG India reserves the right to recover such amount of withholding tax or seek indemnification from the Authority for any losses incurred due to a failure to furnish Form 16A” | Applicable Laws and Rules of the Government of India shall prevail. |
| 76. | 2.9.5 Payment of termination of Page – 65 of Agreement Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority) of remuneration pursuant to Clause 6 hereof for Services | Since the term ‘Satisfactorily’ is subjective in nature, we request the Authority to remove the same.   | No change is contemplated.  |

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|     | satisfactorily performed prior to the date of termination.  |   |                            |
| 77. | <p>6.3 (ii) Mode of Billing and payment page-73 of Agreement</p> <p>The final payment under this Clause shall be made only after the final report, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be</p> | We request the authority to kindly reduce the Acceptance period to thirty (30) days for the purpose of this clause. | No change is contemplated. |



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|     | repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority. |  |  |
| 78. |  | <p>1. Opportunity to Start Up Companies who have a Lot of Talent.</p> <p>2. Turnover and EMD exemptions.</p> <p>3. Talent professional CA, MBA, Architects also require experience. 15 years conditions is too high it can be reduced to 7 years. Creates high Knowledge Bank Associates by giving opportunities to 7 years experience.</p> <p>4. Opportunity to IPR Business process providers can Grant Blank Mandate under the PPP specialist can more speed up the investment models. As Special Case whose suggestions were appreciated for the last 2 years by Hon. Finance Minister.</p> <p>As an IPR Holder and idea provider with start up as well as Public Ltd company TDR Cluster and Estate India Ltd we request the above.</p> | Query does not refer to any specific provision of RFP. Hence, no comments. |