

Pre-Bid queries for RFP for Development Support Services for States (DSSS) for Transforming Education Sector

S. No	Pg. No.	Clause No.	Heading	Original Clause	Assumption/ Recommendation/ Query/ Clarification Required	NITI AAYOG's RESPONSE
1	8	1.2	Instruction to Applicants; Introduction	The Proposal will form the basis for contract signing with the selected Applicant/Consultant. The Consultant shall provide services in accordance with the Terms of Reference of this RFQ-cum-RFP (the "TOR").	Bidder requests modification: - The Proposal will form the basis for contract signing with the selected Applicant/Consultant. The Consultant shall provide services in accordance material conformity with the Terms of Reference of this RFQ-cum-RFP (the "TOR").	No change contemplated
2	8	1.6	Instruction to Applicants; Introduction	Client requires that the selected Applicant/ Consultant provides professional, objective, and impartial advice and at all times hold Client's and the concerned State Government's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The selected Applicant/ Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project	Bidder requests modification: - Client requires that the selected Applicant/Consultant provides professional, objective, and impartial advice and reasonably endeavor to at all times hold Client's and the concerned State Government's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The selected Applicant/Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project	No change contemplated

3	9	1.8	Instruction to Applicants; Introduction	All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in "Prohibited Practices"; the whole Consortium is liable to be disqualified	Bidder requests modification: - All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in "Prohibited Practices"; the whole Consortium is liable to be disqualified.	No change contemplated
4	9	1.9	Termination	Termination of Contract: Client will have the right to terminate the contract by giving 30 (thirty) days written notice. In the event of termination, the client will not be liable to pay any compensation whatsoever to the consultants. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the Consultant	Termination of Contract: Client & Consultant both will have the right to terminate the contract by giving 30 (thirty) days written notice. In the event of termination, the client will not be liable to pay any compensation whatsoever to the consultants. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the Consultant. <u>Upon expiration or termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective Parties; and all amounts due for services and products delivered to Consultant up to the effective date of termination shall be immediately payable.</u>	No change contemplated
5	10	1.6 (1) €	Acknowledgement by Applicant	acknowledged that it does not have a Conflict of Interest; and	Bidder requests modification: - acknowledged that it does not have a Conflict of Interest; and	No change contemplated

6	9	4	Ownership of Document and Copyright	<p>The study outputs shall remain the property of the Client and the concerned State Governments and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Client. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights ("IPR") rights of the Consultant, the Consultant shall provide the Client and the concerned State Governments with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Client and the concerned State Governments.</p>	<p>Bidder requests modification: -</p> <p>The study outputs shall remain the property of the Client and the concerned State Governments and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Client. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights ("IPR") rights of the Consultant, the Consultant shall provide the Client and the concerned State Governments with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Client and the concerned State Governments.</p> <p>Request for the following to be added: -</p> <p><u>No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.</u></p>	Refer to Addendum point 2.
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7	14	5.3	<p>Bid Security</p>	<p>The Client shall not be liable to pay any interest on bid security deposits. Bid security of unsuccessful applicants will be returned, without any interest, as promptly as possible on acceptance of the proposal of the successful applicant or when the selection process is cancelled by Client.</p> <p>There is requirement of submission of Bid Security (EMD) of Rs 5 Lakhs.</p>	<p>Query 1: Bidder requests modification: -</p> <p>The Client shall not be liable to pay any interest on bid security deposits. Bid security of unsuccessful applicants will be returned, without any interest, as promptly as possible <u>on the succesful applicant being chosen by the Client</u> acceptance of the proposal of the successful applicant or when the selection process is cancelled by Client (WIPRO)</p> <p>Query 2: As IIPA is autonomous government organization, it would like to request for exemption from the submission of bid security of Rs 5 Lakhs. (IIPA)</p> <p>Query 3: Please specify the fixed timeline for returning the bid security deposit. (DEL)</p>	<p>No change contemplated</p> <p>No change contemplated</p> <p>No change contemplated</p>
10.			<p>Section 2: Instructions to Applicants</p>	<p>5.3 The Client shall not be liable to pay any interest on bid security deposits. Bid security of unsuccessful applicants will be returned, without any interest, as promptly as possible on acceptance of the proposal of the successful applicant or when the selection process is cancelled by Client.</p>		
10.			<p>5.0 Bid Security</p>			

8	14	5.4	Forfeiture of Bid Security	<p>The Client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to Client in regard to the RFQ-cum-RFP without prejudice to Client's any other right or remedy under the following conditions:</p> <p>(i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ-cum-RFP (including the Standard Form of Contract);</p> <p>(ii) Subject to the provisions of Clause 7.18, if any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ-cum-RFP and as extended by the Applicant from time to time,</p> <p>(iii) In the case of the Successful Applicant, if the Successful Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or</p> <p>(iv) If the Applicant commits</p>	<p>Bidder requests modification: -</p> <p>The Client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to Client in regard to the RFQ-cum-RFP without prejudice to Client's any other right or remedy under the following conditions:</p> <p>(i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ-cum-RFP (including the Standard Form of Contract);</p> <p>(ii) Subject to the provisions of Clause 7.18, if any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ-cum-RFP and as extended by the Applicant from time to time,</p> <p>(iii) In the case of the Successful Applicant, if the Successful Applicant fails, without reasonable cause, to sign the contract or provide the Performance Security within the specified time limit, or</p> <p>(iv) If the Applicant commits any breach of terms of this RFQ-cum-RFP or is found to have made a false representation to Client.</p>	No change contemplated
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				any breach of terms of this RFQ-cum-RFP or is found to have made a false representation to Client.		
9	14	5.5	PBG	Performance Security equivalent to the amount indicated in this RFQ-cum-RFP shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form (Annexure A) specified in the RFQ-cum-RFP contract.	Bidder requests modification: - Performance Security equivalent to the amount indicated in this RFQ-cum-RFP shall be furnished <u>within fifteen (15) days of the execution of the contract between the parties</u> before signing of the contract in form of a Bank Guarantee substantially in the form (Annexure A) specified in the RFQ-cum-RFP contract.	No change contemplated

11	16	6.7	Eligibility of Applicants	An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.	Bidder requests modification: - An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.	No change contemplated
12	17	6.9 (vii)	Eligibility of Applicants	Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia: a) clearly outline the proposed roles and responsibilities, if any, of each member; b) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the	Query 1: Bidder requests modification: - Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia: a) clearly outline the proposed roles and responsibilities, if any, of each member; b) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;	No change contemplated

	13		Consortium	<p>completion of the Assignment in accordance with the contract and the TOR;</p> <p>Number of member in the consortium shall not exceed two</p>	<p>Query 2: Does this mean that apart from the lead partner, there can be two or more partners in the consortium.(IIPA)</p> <p>Query 3: Can renowned foreign universities be included as consortium partner? (IIPA)</p>	<p>No change contemplated</p> <p>Kindly refer to clause 6.2 of RFP.</p>
13	20	7.7 (v)	Preparation of Proposal	<p>An undertaking that the members of the JV are jointly and severally liable to the Client for the performance of the services; and</p>	<p>Bidder requests modification: -</p> <p>An undertaking that the members of the JV are solely and individually jointly and severally liable to the Client for the performance of their services; and</p>	No change contemplated
14	20	7.8	Preparation of Proposal	<p>The furnishing of this Joint Bidding Agreement to the Client shall not in any manner prejudice the provisions in the contract relating to joint and several liabilities of the Members.</p>	<p>Bidder requests modification: -</p> <p>The furnishing of this Joint Bidding Agreement to the Client shall not in any manner prejudice the provisions in the contract relating to joint and several liabilities of the Members.</p>	No change contemplated

15	21	7.1 2 (v)	Preparation of Proposal	The CV shall as per the prescribed format and shall be maximum of 6 single sided pages (3 sheets double sided) for each Key Professional. In addition, a one page executive summary shall be provided. In the event any averment made in the CV of a proposed staff is incorrect, such person shall be liable to be debarred for any future assignment of Client for a period of three (3) years. The award of the consultancy to the Applicant may also be liable to cancellation in such an event. Each page of the CV must be signed in original by the Authorised Representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both Authorised Representative and the Key Personnel shall be required	Bidder requests modification: - The CV shall as per the prescribed format and shall be maximum of 6 single sided pages (3 sheets double sided) for each Key Professional. In addition, a one page executive summary shall be provided. In the event any averment made in the CV of a proposed staff is materially incorrect, such person shall be liable to be debarred for any future assignment of Client for a period of three (3) years. The award of the consultancy to the Applicant may also be liable to cancellation in such an event. Each page of the CV must be signed in original by the Authorised Representative together with original or electronic signature of the key team member at the proposal stage. However, at the time of contract signing, original signatures of both Authorised Representative and the Key Personnel shall be required. (WIPRO)	No change contemplated
16	21	7.1 2 (viii)	Preparation of Proposal	Failure to comply with or provide the above listed items in the Technical Proposal may result in disqualification.	Bidder requests modification: - Failure to materially comply with or provide the above listed items in the Technical Proposal may result in disqualification.	No change contemplated

17	21	7.1 3 (4)	Taxes and Duties	<p>The Financial Proposal shall be inclusive of all the costs including all applicable taxes associated with the assignment. It is clarified that, for the purposes of evaluation, the Financial Proposal should be prepared in INR. In submitting the Financial Proposal, the Consultant. All payments to the Consultant shall be subjected to deduction of taxes at source as per applicable laws</p>	<p>The Financial Proposal shall be inclusive of all the costs including all applicable taxes associated with the assignment. It is clarified that, for the purposes of evaluation, the Financial Proposal should be prepared in INR. In submitting the Financial Proposal, the Consultant. All payments to the Consultant shall be subjected to deduction of taxes at source as per applicable laws. <u>The fees chargeable by Wipro are stated exclusive of all taxes, duties and levies imposed by any government body. Company shall be liable and will pay for all applicable tax liabilities such as sales, services, use or value added taxes, but specifically excluding employment related taxes concerning Wipro personnel and corporate taxes based on Wipro's net income. If Company claims exemption from any taxes resulting from this Agreement, then Company will promptly provide Wipro with the relevant documentation to avail of such exemption including required certificates, if any, from the relevant taxing authorities.</u></p>	No change contemplated
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18	22	7.1 8	Preparation of Proposal	<p>The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the Applicant is expected to keep available the Key Professional proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the Proposals, it may ask the Consultants to extend the validity of their Proposals for a stated period. The Consultant must identify in the Proposal, the names of the Key Professional members who may be at risk of losing if the validity period is extended by up to 3 months. Consultants, who do not agree with the extension of the validity period, have the right not to extend the validity of their Proposals. The Client will return the bid security deposits of the Applicants who do not extend the period of validity of their Proposals and wish to withdraw.</p>	<p>The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the Applicant is expected to keep available the Key Professional proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the Proposals, it may ask the Consultants to extend the validity of their Proposals for a stated period. <u>Any extension further will be on mutual consultation with the client & consultant with an agreed amount for each manpower used for the respective time period</u> .The Consultant must identify in the Proposal, the names of the Key Professional members who may be at risk of losing if the validity period is extended by up to 3 months. Consultants, who do not agree with the extension of the validity period, have the right not to extend the validity of their Proposals. The Client will return the bid security deposits of the Applicants who do not extend the period of validity of their Proposals and wish to withdraw.</p>	No change contemplated
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19	24	9.2 (vii)	Proposal Evaluation	<p>A Proposal will be considered responsive at each stage only if: -</p> <p>vii) it does not contain any condition or qualification; and</p>	<p>Bidder requests modification of the clause: -</p> <p>A Proposal will be considered responsive at each stage only if: -</p> <p>vii) it does not contain any condition or qualification <u>except for the deviations submitted forming an integral part of the Bid</u>; and</p>	No change contemplated
20	29	11.2	Award of Contract	<p>Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified at Annexure A of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Consultant and be released 180 (One Hundred Eighty) Days after the completion of the assignment</p>	<p>Bidder requests modification: -</p> <p>Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified at Annexure A of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Consultant and be released on the date of completion of the assignment or on the termination of the Agreement; whichever is earlier. <u>within thirty (30) days</u> 180 (One Hundred Eighty) Days after the completion of the assignment</p>	No change contemplated

21	29	11.3	Award of Contract	After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30(thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement.	Bidder requests modification: - After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30(thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement.	No change contemplated
22	29	11.4	Commencement of Assignment	The Successful Applicant/ Consultant is expected to commence the Assignment on the date of Commencement of Services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.	Bidder requests modification: - The Successful Applicant/ Consultant is expected to commence the Assignment on the date of Commencement of Services as prescribed in the General Conditions of Contract. If the Successful Applicant fails, without reasonable cause , to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be , of the first ranked Applicant shall be liable to be forfeited by the Client.	No change contemplated

23	71	Section 5-Phase III	Terms of Reference	The consultant will be required to document best practices and build capacity within the Aayog and States to sustain and scale the DSSS programme. Based on the experience with States, the consultant will also be required to put together recommendations for line ministries of the Central Government - the Ministry of Human Resource Development (MoHRD) on policy, funding, organization, and specific thematic areas.	Bidder requests modification: - The consultant will be required to document best industry acceptable practices and build capacity within the Aayog and States to sustain and scale the DSSS programme. Based on the experience with States, the consultant will also be required to put together recommendations for line ministries of the Central Government - the Ministry of Human Resource Development (MoHRD) on policy, funding, organization, and specific thematic areas.	No change contemplated
24	72	Section 5	Terms of Reference	Create best practice docket on "large-scale transformation in school education" that can be disseminated to States that are not part of the DSSS; refresh on an annual basis	Bidder requests modification: - Create best acceptable practice docket on "large-scale transformation in school education" that can be disseminated to States that are not part of the DSSS; refresh on an annual basis	No change contemplated
25	77	6.1.1	Definitions - Applicable Law	"Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time	Bidder requests modification: - "Applicable Law" means the all applicable laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time	No change contemplated

26	79	6.1.7.1.2	Taxes and Duties	6.1.7.1.2 any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract	Bidder requests modification: - 6.1.7.1.2 any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract	No change contemplated
27	80	6.3.1	Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated in the SC.	Bidder requests modification: - This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated in the SC.	No change contemplated
28	82	6.4.1	Termination	By the client: The Client may terminate this Contract, by not less than thirty (30) days' or sixty (60) written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause: a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing d) within thirty (30) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to	Bidder requests modification: - By the client: The Client may terminate this Contract, by not less than thirty (30) days' or sixty (60) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause: a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing d) within thirty (30) ninety (90) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings and left unchallenged by the Consultant, pursuant to relevant clauses hereof; e) within thirty (30) days, if the Consultant submits intentionally to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If	No change contemplated

				<p>relevant clauses hereof;</p> <p>e) within thirty (30) days, if the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;</p> <p>f) within thirty (30) days, if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;</p>	<p>the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;</p> <p>f) within thirty (30) days, if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;</p>	
29	82	6.4.2	Termination By Consultants	<p>a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within sixty (60) days after receiving written notice from the Consultants that such payment is overdue</p>	<p>Bidder requests modification: -</p> <p>a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within sixty (60) fifteen (15) days after receiving written notice from the Consultants that such payment is overdue</p>	No change contemplated

30	82	6.4.3	Cessation of Rights and Obligations	<p>Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in clause 11.2 and (v) any right which a Party may have under the Applicable Law.</p>	<p>Bidder requests modification: -</p> <p>Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) <u>Until one (1) year post termination, the Consultant's obligation to permit, after being served a prior notice period of thirty (30) days, inspection, copying and auditing of their accounts and records, provided such an audit shall only be conducted only once a year. However, it stands clarified that internal cost records and pricing data shall be kept outside the purview of the Audit. It is further clarified that the conduct of audit shall be under execution of a mutually agreeable confidentiality agreement.</u> (iv) the rights of indemnity of the Client specified in clause 11.2 and (v) any right which a Party may have under the Applicable Law.</p>	No change contemplated
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31	82	6.4.5 (b)	Payments upon Termination	<p>b) If the Contract is terminated pursuant to Clause 6.4.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.</p>	<p>Bidder requests modification: -</p> <p>b) If the Contract is terminated pursuant to Clause 6.4.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments after termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.</p> <p>Request for the following to be added: -</p> <p><u>In the event of termination by Client, the Bidder shall be paid for the:</u></p> <ol style="list-style-type: none"> <u>1. goods delivered</u> <u>2. services rendered</u> <u>3. work in progress</u> <u>4. unpaid AMCs</u> <u>5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts</u> <u>5. unrecovered investments shall be paid by Client as per termination schedule till the effective date of termination.</u> 	No change contemplated
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32	83	6.5. 2.2	Consultants not to benefit from Benefits, Discount etc.	The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.	Bidder requests modification: - The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, from the Client , and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.	No change contemplated
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33	83	6.5.2.3	Non-Compete	The Consultants agree that, during the term of this Contract and at any time within a period of Two (2) years after its expiry or termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing (directly or indirectly) goods, works or services (other than the Services and any continuation thereof) for the project or any project resulting from or closely related to the Services.	Bidder requests modification: - The Consultants agree that, during the term of this Contract and at any time within a period of Two (2) years after its expiry or termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing similar (directly or indirectly) goods, works or services (other than the Services and any continuation thereof) for the project or any project resulting from or closely related to the Services.	No change contemplated
34	83	6.5.2.4	Prohibition of Conflicting Activities	Neither the Consultants nor their Affiliates/Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities: a) during the term of this Contract and after its expiry or termination of Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract or any other contract entered into by the Client.	Bidder requests modification: - Neither the Consultants nor their Affiliates/Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities: a) during the term of this Contract and after its expiry or termination of Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract or any other contract entered into by the Client.	No change contemplated

35	84	6.5.3	Confidentiality	The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.	Bidder requests modification: - The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.	No change contemplated
36	84	6.5.4	Consultant's actions requiring prior approval of the Client	a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the Consultant with particulars	Bidder requests modification: - a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.	No change contemplated

				(name, financial & technical background, sub-consultancy fee) of the sub-consultant.		
37	84	6.5.7	Liability	Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law	Bidder requests deletion: - Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law	No change contemplated
38	85	6.6.1.1	Description of Personnel	The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team and resource pool are described in this contract. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed.	The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team and resource pool are described in this contract. <u>If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed.</u> Underlined para is not clear. Kindly explain.	No change contemplated
39	85	6.6.2	Removal and/or Replacement of Key Personnel	a) Since this is a long term contract some staff turnover in the core team and resource pool is normal. The Consultant will fill a vacancy with equally qualified and experienced staff immediately. In cases	Bidder requests modification: - a) Since this is a long term contract some staff turnover in the core team and resource pool is normal. The Consultant will fill a vacancy with equally qualified and experienced staff immediately. In cases when a critical vacancy cannot be filled immediately, due to conditions	No change contemplated

			<p>when a critical vacancy cannot be filled immediately, due to conditions beyond the consultants control, the consultant will be allowed to fill the critical vacancy for temporary periods up to 3 months but only with Authority approval and assessment that the replacement personnel is of equivalent qualifications. The remuneration payable for such temporary personnel shall not exceed 90% of the remuneration which would have been payable for the personnel replaced, for the remaining period. For avoidance of doubt, the Client will not consider any staff turnover as the basis for any project delays.</p> <p>(b)If the Client finds that any of the Personnel have</p> <p>(i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request</p>	<p>beyond the consultants control, the consultant will be allowed to fill the critical vacancy for temporary periods up to 3 months but only with Authority approval and assessment that the replacement personnel is of equivalent qualifications. The remuneration payable for such temporary personnel shall not exceed 90% of the remuneration which would have been payable for the personnel replaced, for the remaining period. For avoidance of doubt, the Client will not consider any staff turnover as the basis for any project delays.</p> <p>(b)If the Client finds that any of the Personnel have</p> <p>(i) <u>are prima facie guilty of any corrupt or fraudulent act</u> committed serious misconduct or has been charged with having committed a criminal action, or</p> <p>(ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure shall remain same as that of the personnel replaced. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a</p>	
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				<p>specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure shall remain same as that of the personnel replaced. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.</p>	<p>replacement shall not exceed the remuneration which would have been payable to the personnel replaced.</p>	
40	86	6.8.4	Price Revision	<p>The Consultant will not be entitled for any price revision on account of any reason whatsoever</p>	<p>Bidder requests modification: -</p> <p><u>Subject to any agreement to the contrary between the Client and Consultant,</u> the Consultant will not be entitled for any price revision on account of any reason whatsoever</p>	<p>No change contemplated</p>

41	86	6.1	Responsibilities of Accuracy of Project Documents	<p>8.10.1.1 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.</p> <p>6.10.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.</p>	<p>Bidder requests modification: -</p> <p>8.10.1.1 The Consultant shall be reasonably responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.</p> <p>6.10.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.</p>	No change contemplated
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42	87	6.1 1	Liquidated Damages	If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.	Bidder requests modification: - If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the <u>value of the undelivered services</u> contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of <u>the value of undelivered services</u> total contract fees . <u>This shall be the sole and exclusive remedy available to the Client.</u>	No change contemplated
43	87	6.1 2.1 (h)	Warranties, Representations and Disclaimer	no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to State a material fact necessary to make such representation or warranty not misleading;	Bidder requests modification of the clause: - no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains, <u>to the best of his knowledge</u> , or will contain any untrue statement of material fact or omits or will omit to State a material fact necessary to make such representation or warranty not misleading;	No change contemplated
44	87	6.1 3.1 (a)	Assignment	The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.	Bidder requests modification: - The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, <u>which shall not be unreasonably withheld</u> . the Client will be entitled to decline without assigning any reason whatsoever.	No change contemplated

45	88	6.1 3.2	Indemnity	<p>The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation</p> <p>(i) related to or arising out of, whether directly or indirectly,</p> <p>(a) the breach by the Consultant of any obligations specified in relevant clauses hereof;</p> <p>(b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client;</p> <p>(c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter").</p> <p>As soon as reasonably practicable after the receipt by the Client of a notice of</p>	<p>Bidder requests deletion of the clause: -</p> <p>The Consultant agrees to indemnify and hold harmless the Client from and against any and all third party claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including reasonable interest, penalties, attorneys' fees) and other costs of defence or investigation</p> <p>(i) related to or arising out of, whether directly or indirectly,</p> <p>(a) the breach by the Consultant of any obligations specified in relevant clauses hereof;</p> <p>(b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client;</p> <p>(c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter").</p> <p>As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted</p>	No change contemplated
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			<p>the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.</p>	<p>shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.</p>	
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46	88	6.1 3.5	Survival Clause	Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination	Bidder requests modification of the clause: - Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination	No change contemplated
47	90	6.5. 7	Limitation of Liability	a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's or concerned State governments property, shall not be liable to the Client: i) for any indirect or consequential loss or damage; and	Bidder requests modification: - a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's or concerned State governments property, shall not be liable to the Client: i) for any indirect or consequential loss or damage; and ii) For any direct loss or damage that <u>exceeds the annual payments received or to be received by the Consultant.</u> (i) the total payments for Professional Fees and Reimbursable Expenditure made or	No change contemplated

				<p>ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	<p>expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	
48	91	6.4	Release of Payments	<p>Client will try to release the payment within 30 days of receipt of the invoice and within 60 days in the case of the final payment on attainment of the deliverable as listed in Section 2, Clause 3.0 of RFP.</p>	<p>Bidder requests modification: -</p> <p><u>All invoices raised shall be payable within 15 days from the date of invoice. All invoices shall be deemed to be accepted unless disputed within 7 days from the date of receipt of invoice.</u></p> <p><u>If Customer fails to pay the fees and other payments within the stipulated time, it shall be liable to pay interest at 1.5% per month on such amount of fees and payments that have become due.</u></p>	No change contemplated

49	91	6.1.1 (n)	Performance Security	<p>The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Contract, the Performance Security will, subject to any drawdown by the Client in accordance with the provisions hereof, be released by the Client within a period of 180 (One Hundred Eighty) Days from the date of submission of the last deliverable under this Contract.</p>	<p>Bidder requests modification: -</p> <p>The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Contract, the Performance Security will, subject to any drawdown by the Client in accordance with the provisions hereof, be released by the Client <u>on the date of the completion of the assignment or on the termination of the contract; which ever is earlier.</u> within a period of thirty (30) days 180 (One Hundred Eighty) Days from the date of submission of the last deliverable under this Contract.</p>	No change contemplated
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50	91	6.1.1 (n)	Performance Security	<p>The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:</p> <p>a) the Consultant becomes liable to pay liquidated damages;</p> <p>b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 6.4.1 of the GCC;</p> <p>c) any material breach of the terms hereof; and/or</p> <p>d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract</p>	<p>Bidder requests modification: -</p> <p>The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:</p> <p>a) the Consultant becomes liable to pay liquidated damages;</p> <p>b) occurrence of any of the events listed in sub-clauses (a) (e) and through (f) of Clause 6.4.1 of the GCC;</p> <p>c) any material breach of the terms hereof; and/or</p> <p>d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract</p>	No change contemplated
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51	2, 65, 66	1	Background, and Section 5: Terms of Reference	<p>In this context, the NITI Aayog would like to put in place a structured Programme for "Development Support Services for States - DSSS", with a vision to drive outcomes in critical social developmental areas such as Education and Health. The Programme aims to transform delivery of services in these sectors and is looking to provide strong implementation support to potential States that other States can learn from/emulate.</p>	<p>Please clarify the targeted outcome indicators as measures of performance for school education and their priority for transformation, since it do have implications w.r.t solution approach/methodology that needs to be proposed, type of resources to be deployed and the over all costing. Few sample outcome indicators are listed below:</p> <ol style="list-style-type: none"> 1.Gross/Net Enrollment Ratio/Dropout Ratio 2.Gender Ratio and equitable opportunity to all students 3.Financial Assistance to eligible students 4.Employability of Students / Vocational Training / e-learning / Certifications 5.Capacity building of Teachers / Student-Teacher Ratio 6.Upgradation of Learning and Physical Infrastructure 7.Quality of Teaching to world class levels (govt.schools to be sought after than the private schools) 8.Track and Trace of school education value chain for making effective decisions 	No change contemplated
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52	3	1.2	Background	To assist in the above aspects, NITI Aayog (the "Authority") plans to engage services of an internationally reputed advisory firm ("Consultant"). The selected Consultant will provide advisory support to the Authority to formalize the development support services concept and implement the framework agreed upon between Authority and State Governments for successful implementation of identified rejects/initiatives/intervention.	Please clarify whether the clauses (a,b,c,d,e) under the section 1 and its implementation (with reference to the term "to assist in the above aspects") is part of the scope of work of the bidder selected through this tender.	No change contemplated
53	3	3	Objective	The objective of this RFQ-cum-RFP is to engage a consultant for delivering a range of services including setting up a Project Management Unit (PMU) for providing Development Support Services to the States. The focus of the PMU is to provide advisory support/assistance to Authority and the concerned State Governments as per the scope listed under the Terms of Reference.	<p>Please clarify the role of PMU other than the reporting of agreed the project plan between the NITI Aayog and States. Does the PMU has to do the following:</p> <ol style="list-style-type: none"> 1. Formulation of Strategic Plans and Policies 2. Capacity Building and Change Management 2. Business Process Re-engineering 3. Bid Process and Financial Management 5. Vendor and Contract Management <p>If the PMU were to do the above tasks, please clarify the assistance that will be provided by NITI Aayog in setting up the central and state level bureaucratic structures and escalation matrix for the effective coordination of state and central departments with the PMU setup by the selected bidder.</p> <p>Please clarify can the same PMU members assigned for a state can be utilised for the PMU work of the other two states as well (total</p>	<p>Refer to section 5: Terms of reference, Phase III</p> <p>Refer to the clarification note at the end of the table.</p>

					<p>of 3 states for school education transformation). Is there any minimum number of consultants to be stationed at one state during the consultancy tenure?</p> <p>Please clarify on who will bear the costs involved in the arrangement of logistics for workshops, materials, training and other expenses of the departmental staff/students to be trained.</p> <p>Also, please clarify on the scope of pilot projects and the list of services to be reengineered and the proposed timeline.</p> <p>The above facts are required to suggest appropriate methodology and its costing while proposal submission.</p>	<p>These expenses shall be borne by the concerned state government.</p> <p>Refer to the clarification note at the end of the table.</p>
54	8	2.b	<p>Payment Schedule and Deliverables</p> <p>Shortlisting of States: Section 5: Terms of Reference</p>	<p>Formal engagement with States (including presentations, meetings, making briefing notes etc.) to market the DSSS value proposition to the concerned State governments</p> <p>Shortlist States (up to 3 states across various states)</p> <p>Shortlist States (upto 3 across various States) and define</p>	<p>Query 1: Please clarify whether the selected bidder's representatives has to travel to 30 states (towards shortlisting of 2 to 3 states) and the cost has to be borne by the selected bidder for the traveling and boarding expenses.</p> <p>Query 2: Please clarify if increase in the number of states (more than 3) Would allow the Consultant to deploy additional team members. (EY).</p> <p>Query 3: Please clarify with how many states the activity of formal engaged need to be carried out. (DEL)</p>	<p>Formal engagement with states shall be organized by NITI Aayog with the assistance of consultants at Delhi. Also, refer to addendum no. 13.</p> <p>No change contemplated</p> <p>Please refer to reply to Query number 1 above.</p>

			Phase I:	& formalize the contours of engagement between NITI Aayog and States (expected 5 months)	<p>Query 4: In the assignment, there is requirement of engagement with at least three States. During the submission of bids, is there is requirement to mention the names of preferable States? (IIPA)</p>	RFP is clear.
55	9	2.d	Payment Schedule and Deliverables	Tracking and monitoring progress of implementation including on-boarding third party assesses (where needed)	Please clarify who will bear the cost of on-boarding third party assesses.	The cost of third party assesses wherever required will be borne by the state government.

56	12	6.5	Eligibility of Applicants	An Applicant eventually appointed to provide consultancy for this Assignment/ Project, and its Affiliates/Associates, shall be disqualified from subsequently bidding for any tender, directly or indirectly (including through consortium/ joint ventures), providing goods or works or services related to this project.	This clause may be revisited, since the selected bidder will be in best position to implement its recommendations as it has gained deep ground knowledge while doing the consultancy work for the identified 3 states. If the selected bidder for this consultancy project happens to be technology firm, then the government may benefit from not only its consultancy skills but also from its technology prowess. Therefore, it may be better to encourage the selected bidder to bid along with other prospective bidders for downstream projects in the interest of the states involved and NITI Aayog' s objectives for executing projects in a time bound manner while being cost effective and achieving the set objectives.	No change contemplated
57	21	a and b	Minimum Qualification Criteria	"Over the last five (5) years"	Please clarify whether the date range is from 2014-15 or from 2015-16 with March 2016 as the cutoff time? Please modify the financial years to reflect the current date.	Refer to Addendum no. 4

58	21	c	Minimum Qualification Criteria	Average annual revenue from consultancy services for last 3 financial years i.e. 2012-13, 2013-14 and 2014-15	<p>Please modify the financial years to reflect the current date to 2013-14, 2014-15 and 2015-16.</p> <p>Is the project value of Rs.100 crores is the consolidated amount for the last three financial years or is it the minimum value from consultancy services for each of the financial years considered?</p> <p>Is the definition of consultancy services limited to management consulting or it can include management and technology consulting?</p> <p>Is the definition of consultancy services is limited to government domain in India or is it in education sector or is it specific to school education sector in India? It is recommended to be specified as consulting work done for the government departments in India, so that the bidder will bring the necessary cross domain experience required for transformation projects of this magnitude.</p> <p>Also, it may be worthwhile to change the financial year date to bid submission date to include ongoing prestigious projects under governments ambitious Digital India Programme.</p>	<p>Refer to addendum no. 4.</p> <p>Please refer to RFP</p> <p>No change contemplated</p> <p>No change contemplated</p> <p>No change contemplated</p>
59	23	A1 and A2	Technical Evaluation	"Over the last five (5) years"	Query 1: Please clarify whether the date range is from 2014-15 or from 2015-16 with March 2016 as the cutoff time? Please modify the financial years to reflect the current date.	Refer to Addendum no. 4
60	23	A2	Technical Evaluation	i. Large-scale transformation/ business process re-engineering / policy reforms/undertaking feasibility assessments with a total consultancy fee of at least Rs. 25 lakhs.	Please clarify the amount Rs.25 lakhs is for a single project or multiple projects in school education sector over the last 5 years? If it's for multiple projects is it an yearly consolidated amount or a consolidated amount for the last 5 years?	Refer to Addendum no. 7

			<p>OR</p> <p>ii. Assistance to the client in implementation of projects/interventions/policy initiatives through setting up a Project Management Office(PMO) or a Programme Management Unit (PMU)</p> <p>A1: Experience in large-scale government transformation projects Over the last five (5) years, the Applicant should have provided advisory assistance on large-scale assignments/programmes involving transformation of either or a combination of the following social sectors – public education, public healthcare, nutrition, food security and sanitation for a government, government agency or multilateral agencies with a minimum fee of INR 50 lakhs for each project.</p>	<p>Can the bidder also include ongoing prestigious projects in the education sector?</p> <p>Query 2: Request you to clarify if 10 marks would be allocated if applicant has done at least one project with minimum fee of INR 50 lakh or more, or kindly clarify number of marks awarded to each eligible project</p> <p>Please suggest if suitable Skill Development projects delivered for government/ IFI clients can be considered within eligible set of projects for pre-qualification, and for technical evaluation. (DEL)</p>	<p>Please refer to Addendum no. 21.</p> <p>Please refer to note below table on page number 23 of the RFP.</p> <p>Please refer to Addendum no.6</p>
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61	23	i	Clarification	For the purpose of evaluation, eligible assignments shall mean experience of undertaking assignments similar to the scope of services as provided under the TOR for this Assignment and under S.No. A1 and A2 above. This experience should include experience of providing advisory assistance on multi-year large-scale assignments/programmes involving transformation of school education and/or public healthcare, food security, nutrition and sanitation for a government, government agency or multilateral agencies covering elements that may include inter-alia policy reforms, business process re-engineering, setting up PMO to assist governments in implementing transformational initiatives/interventions etc.	Please clarify whether the education sector experience is limited to school education or is it broad based including higher education. For transformation of school education the knowledge of higher education sector is vital, so recommend to change the language to "assignments/programmes involving transformation of education sector in India (instead of school education)". Also it needs to be noted that multiple departments such as PDS, Health, Police, Revenue and Finance are closely aligned with school education and education sector in particular to provide various services to children like nutritious food through mid day meals, healthcare supplements and hygiene, protection, sanitization, financial assistance through scholarships, income certificates for availing financial assistances and release of scholarships in timely manner. Therefore, for transformation of school education system in 3 states, the selected bidder needs to have multidomain experience with different government departments on a single transformation project in India to chisel out the interdepartmental boundaries for delivering transformational services to school students in real time. Accordingly the clause in clarification (i) needs to be amended to achieve the NITI Aayog' s objectives as part of this consultancy assignment.	Refer to Addendum point no. 7
62	23	9.5.7	Clarification	The $S_f = 100 \times F_m/F$ calculation formula is given, whereas for S_t calculation formula is not available.	Please clarify whether S_t is calculated as $S_t = 100 \times T/T_m$ (where T_m is the maximum technical score obtained by any qualified bidder and T is the technical scores obtained by qualified bidders as per the evaluation criteria).	Please refer to Para 9.5.4 of RFP.

63	40	NA	Form 3 C	Annual Turnover of applicant during. 2012-13, 2013-14 and 2014-15	Please modify the financial years to reflect the current date to 2013-14, 2014-15 and 2015-16 w.r.t the comments for Minimum Qualification Criteria (marked under SI No.8).	Refer to addendum no. 4
64	69	NA	Anticipated Timelines	Phase I- 5months/Phase 2- 6 months/Phase 3-24 Months	Will the phases start immediately after the completion of previous phase or there is some cushion timeline in between them in case of delay in acceptance of report due to incorporation of some suggestions by NITI Aayog/State Govt.	RFP provisions are clear Also, refer to Addendum no. 9
65	68 64		Section 5 : TOR	Finalize MOUs between each selected State and NITI Aayog for this initiative. Assistance in various activities leading to buy-in on the engagement model with relevant stakeholders: e.g., Chief Minister, Chief Secretary, Minister/Principal Secretary of the line department, etc.	Will there be a designated authority at Niti Aayog & State level to help the Consultants out for coordination and meet the timelines? Based on our experience we suggest a clear cut authority should be designated at both the levels.	NITI Aayog and state government will designate nodal officers for coordination purposes.
66	34	NA	Annexure-2	For evaluation criteria of Key personnel, 10% marks are awarded for overall impression of CV	10% marks awarded for overall impression of CV can be made subjective and rephrased as Key personnel part of implemented project which won accolade/awards	No change contemplated.
67	34	NA	Annexure-2	Deployment of Resources	When will deployment of State level associate consultant start? Time schedule for deployment of resources is not defined in the document. Kindly clarify.	Please refer to ToR.

68	68	NA	Section 5 : TOR	Finalize MOUs between each selected State and NITI Aayog for this initiative. Assistance in various activities leading to buy-in on the engagement model with relevant stakeholders: e.g., Chief Minister, Chief Secretary, Minister/Principal Secretary of the line department, etc.	It is proposed to have steering committee at each state level for various activities involved in the implementation of the project like approval of MoU, prioritization & finalization of modules etc.	No change contemplated
69	68	NA	Section 5 : TOR	Build capabilities of the State education departments to evolve and sustain the transformation programmes. Institutionalize robust impact measurement tools and processes	Who will bear the cost of developing and deployment of tracking and project monitoring tools at States and Niti Aayog?	Please refer to ToR
70	42, 43 8	3.0 Payment Schedule and Deliverables	Section-2, Instruction to Applicant,	Phase III- Payment to be made module-wise*. The Authority would make the payments on a module-basis. The total fee as quoted by the Consultant under Annex 4.B for Phase III would be divided by the number of modules approved by the concerned State Governments finally after Phase I and II to compute a per-module fee.	Please define the maximum no. of modules to be considered for dividing the cost mentioned at Annexure 4.B for Phase -III. Justification: Approved modules can be "n" number and it will affect the costing sheet.	Please refer to ToR

71	21	9.4 (a)	Minimum Qualification Criteria	Over the last five (5) years, the lead company should have directly or as a lead member of consortium provided advisory assistance in India on large-scale assignments/programmes involving transformation of either or a combination of the following social sectors – public education, public healthcare, sanitation, nutrition and food security for a government, government agency or multilateral agencies with a minimum fee of INR 1 crore for each projects	Request you to modify the below clause as “Over the last five (5) years, the lead company should have directly or as a lead member of consortium provided advisory assistance in India on large-scale assignments/programmes involving transformation of either or a combination of the following social sectors – public education, public healthcare, Agriculture , sanitation, nutrition and food security for a government, government agency or multilateral agencies with a minimum fee of INR 1 crore for each projects”.	No change contemplated
72	22	9.5 (A1)	Technical Evaluation	Experience in large-scale government transformation projects Over the last five (5) years, the Applicant should have provided advisory assistance on large-scale assignments/ programmes involving transformation of either or a combination of the following social sectors – public education, public healthcare, nutrition, food Security and sanitation for a government, government agency or multilateral agencies with a minimum fee of INR 50 lakhs for each project.	Request you to modify the below clause as “Experience in large-scale government transformation projects Over the last five (5) years, the Applicant should have provided advisory assistance on large-scale assignments/ programmes involving transformation of either or a combination of the following Social sectors – public education, public healthcare, Agriculture , nutrition, food security and sanitation for a government, government agency or multilateral agencies with a minimum fee of INR 50 lakhs for each project.	No change contemplated

72			Savings Clause	Request to add the clause	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder's performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	No change contemplated
73			Change Orders	Request to add the clause	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.	No change contemplated

74			Exceptions to Indemnity	Request to add the clause	<p>Exceptions to Indemnity (a) Bidder shall not have any liability to Customer under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by Customer where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Customer; (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not have been infringing. Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, Bidder obtains for Customer the right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.</p>	No change contemplated
75			Non-hire	Request to add the clause	<p>During the term of this Agreement and for a period of one year thereafter Customer shall not, directly or indirectly, hire or solicit for hire, any of the personnel engaged by Bidder, without the prior written consent thereof from Bidder. Thus, the Customer agrees to the entry of an injunction against it in the event of actual or threatened breach of its obligations hereunder, and acknowledges such relief shall be in addition to such other and further relief as may be available to Bidder at law or in equity</p>	No change contemplated

S.No	Pg No.	Heading	Original Clause	Assumption/recommendation/query/Clarification required	NITI RESPONSE
76	7	Section 2: Instructions to Applicants 2.0 Clarification and Amendment of RFQ-Cum-RFP Document 2.4 Clarification and or Interpretation of Reports	After submission of the deliverables by the Consultant, to the satisfaction of the Client and the concerned State Governments, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, the Consultant shall, on receipt of written request form the Client and the concerned State Governments, furnish such clarification to the satisfaction of client within five (5) working days without any extra charge.	Request you to indicate maximum duration up to which clarification could be sought by concerned states, after submission of deliverables. Beyond this period, the deliverable should be deemed to be accepted. (DEL)	No change contemplated
77	8	Section 2: Instructions to Applicants 3.0 Payment Schedule and Deliverables Phase I – Deliverables (f)	30% of the amount for Phase I would be paid after Signing of MOU between selected States and NITI Aayog.	Kindly note that based on our experience, the majority of the efforts from consultant are made during deliverables a-e. However, the terms of payment proposed indicate only 70% of the total fees for Phase I payable prior to signing to MOU between states and Niti Aayog (which has dependencies not under control of the consultant). Accordingly we humbly request that the terms of payment be modified such that empaneled consultant would receive at-least 90% of the fee prior to signing of MOU. (DEL)	No change contemplated
78	8	Section 2: Instructions to Applicants 3.0 Payment Schedule and	40% of the amount for Phase II would be paid after Formal acceptance by the State governments to commence	Request you to indicate maximum duration up to which formal acceptance by concerned states could be expected.	No change contemplated

		Deliverables Phase II – Deliverables (d)	implementation for selected modules	Beyond this period, we humbly request that balance of the payment shall be made. Kindly note that based on our experience, the majority of the efforts from consultant are made during deliverables a-c. However, the terms of payment proposed indicate only 60% of the total fees for Phase II payable prior formal acceptance of state governments (which has dependencies not under control of the consultant). Accordingly we humbly request that the terms of payment be modified such that empaneled consultant would receive at-least 90% of the fee prior to formal acceptance. (DEL)	
79	8	Section 2: Instructions to Applicants 3.0 Payment Schedule and Deliverables Phase III – Deliverables	Payment to be made module-wise	In phase 3, deliverables are being linked to payments – but the deliverables will depend on the nature of the modules chosen by the state governments. Secondly, there needs to be clarity on the number of modules – otherwise how can the effort be estimated for the same. Kindly indicate the upper limit on no. of modules to have clarity on effort estimation. (DEL)	Please refer to ToR
80	11	Section 2: Instructions to Applicants 6.0 Eligibility of Applicants	6.4 An Applicant shall be deemed to not have a Conflict of Interest affecting the Selection Process	As, given the size and scale of operations of the firm, it may be difficult to confirm / adhere to the clause. Request you if this clause be made applicable to the proposed team members. (DEL)	No change contemplated
81	14	Section 2: Instructions to Applicants 7.0 Preparation of Proposal	7.3 (i) The Key Personnel must be permanent and full time employee(s) of the firm.	Please clarify if the key personnel could be full time contractual employee (s) of the firm taken on for the entire	No change contemplated

				duration of the proposed engagement. (DEL)	
82	14	Section 2: Instructions to Applicants 7.0 Preparation of Proposal	7.3 (v) The Key Personnel shall remain available for the period as indicated in the RFQ-cum- RFP Document	Request that this condition be modified as follows: “The key professional staffs shall be the same as proposed and normally shall not be changed during the course of the assignment. However, in case of unforeseen circumstances such as resignation of an employee, he/she may be replaced by an equally qualified resource with approval from Niti Aayog.” (DEL)	Please refer to Annexure 2
83	17 & 58	Section 2: Instructions to Applicants 7.0 Preparation of Proposal Form 3M: Curriculum Vitae (CV) for Proposed Staff (Key Professional) with one page of summary of experience	7.12 (v) The CV shall as per the prescribed format and shall be maximum of 6 single sided pages (3 sheets double sided) for each Key Professional. In addition, a one page executive summary shall be provided Limit each CV to 10 pages single-sided (2 sheets double-sided) plus a one page executive summary	The page limit mentioned in point 7.12(v) and Form 3M are found different. Kindly confirm the appropriate one to be followed. (DEL)	Refer to Addendum point no. 8
84	17	Section 2: Instructions to Applicants	7.13 (i) Financial Proposal (i) All the costs associated with	Given that all cost need to be estimated and form part of the financial proposal – this may include survey agency, if required in Phase 2.	No change contemplated.

		7.0 Preparation of Proposal	<p>the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for the Consultant's personnel proposed for this assignment and their administrative or other out-of-the pocket expenses etc. The Financial Proposal shall not include costs of the third party vendors which may be selected for the last Phase of this Assignment. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.</p>	<p>In similar cases if any third party vendor is engaged that may be dependent on the program/ module to be developed which we cannot estimate at this juncture then Niti Aayog should bear the cost. (DEL)</p>	
85	23	<p>Section 2: Instructions to Applicants 9.0 Technical Evaluation</p>	<p>9.5.4 Technical Evaluation Criteria A2: Experience in <u>transformation/ business process re-engineering/ policy reforms</u> Over the last five (5) years, the Applicant should have provided advisory services, to a government or a government agency within school education sector, related to:</p>	<p>Request you to clarify if 10 marks would be allocated if applicant has done at least one project with minimum fee of INR 25 lakh or more or kindly clarify number of marks awarded to each eligible project. (DEL)</p>	<p>Please refer to clarification given at the bottom of the table of page number 23 of the RFP.</p>

			<p>i. Large-scale transformation/ business process re- engineering/ policy reforms/undertaking feasibility assessments with a total consultancy fee of at least Rs. 25 lakhs.</p> <p>OR</p> <p>ii. Assistance to the client in implementation of projects/ interventions/ policy initiatives through setting up a Project Management Office (PMO) or a Programme Management Unit (PMU) with a total consultancy fee of at least Rs. 25 lakhs.</p>		
86	26	<p>Section 2: Instructions to Applicants</p> <p>13.0 Fraud and Corrupt Practices</p>	<p>13.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the</p>	<p>As given the size and scale of operations of the firm, it may be difficult to confirm / adhere to the clause. Request you if this clause be made applicable to the proposed team members. (DEL)</p>	<p>No change contemplated</p>

			<p>Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFQ – cum</p> <p>- RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.</p>		
87	30	Annexure 2 Team Composition	<p>In case of replacement of resource(s) or deployment of additional manpower, if any, the decision of Authority and the concerned State Governments shall be final and binding</p>	<p>In case additional manpower is requested, then how will it affect the compensation? What rate will be assumed for the same? This might have implications on proposed financials. (DEL)</p>	<p>Please refer to Annexure 2.</p>
88	30	Annexure 2 Team Composition	<p>Consultant shall ensure that services of the Core Team are provided full time for the contractual period.</p>	<p>Query 1: However, this will unnecessarily increase the cost of procurement. Given that Project director/ Team leader will be a very senior person with 15+ years of experience, it is unlikely that s/he will be required full time on the project. Instead of this, a reasonable time may be assumed for the project director – Expected man- months of around 20-40% of total time may be sufficient, i.e. 4 to 8 days per month. A fixed % may be decided by NITI Ayog and clarified, so that all bidders can assume the same and respond accordingly. (DEL)</p>	<p>Please refer to Addendum no. 14</p>

		Annexure 2: Team Composition	Consultant shall ensure that services of the core team are provided full time for the contractual period.	Query 2: We understand that the core team has to be available full time for the project. Please clarify if the core team has to work as PMU from the Authority's office. If yes, please provide the duration for same. (EY)	Please refer to Addendum no. 14 And clarification note at the end of the table
89	30	Annexure 2 Team Composition	Services of Other personnel from the resource pool would normally be on-call basis. The Consultant is expected to incorporate the costs of such pool of experts in its Financial Proposal	What is the expected effort to be assumed for the resource pool during phases 1, 2 and 3. Unless there is clarity and a broad guideline is given, it will not be possible to prepare an estimation for the same. A reasonable time may be assumed for the resource pool and stated by NITI Aayog to ensure that all bidders can respond to the same requirement of Expected man-months and thereby responses will be comparable. As an alternative, is it possible to quote a person-month rate for the resource pool instead, so that as and when they are used, the appropriate amount can be invoiced?	Please refer to the clarification note at the end of the table.
90	31	Annexure 2 Team Composition	Minimum Required Experience and Expertise of proposed Core Team and Resource Pool	Query 1: The experience requirements for both project manager and BPR expert (10 years each) may be too excessive and can be reduced to equate that of the Financial expert to enable more competitive bid. The experience requirements for associates (5 years each) may be too excessive and can be reduced to 3 years in order to enable more competitive bid. (DEL)	Please refer to addendum no. 22

		Annexure 2 Team Composition Clause 1	Project Director/Team Leader	Query 2: “Minimum 15 years of professional experience in advisory/consulting”. Is it possible to consider 15 years of experience of Team Leader in Education sector (including working with Government) instead of professional experience only related to advisory/consulting? (IPE-G)	No change contemplated.
		Annexure 2 Team Composition Clause 2	Project Manager	Query 3: Is it possible to expand education qualification from “Master Degree in Education/ Business Administration/Economics” to Master degree in any discipline? (IPE-G)	Refer to addendum no. 3
91	65	Phase II: Establishment of baseline and development of transformation roadmap and implementation plan for each of the selected States (expected 6 months)	It has been mentioned that baseline values for “Key education sector outcome metrics” and “Learning Outcomes” need to be established	Please confirm that no primary data collection method is expected and this will rely on third party assessments available with NITI Ayog, or MHRD, state department or any other sources (like ASER) – in which case data should be provided by NITI Ayog. For other indicators as well, existing data/ reports such as DISE will be used and no primary study is envisaged/ budgeted for. (DEL)	No change contemplated

92	66	Phase II: Establishment of baseline and development of transformation roadmap and implementation plan for each of the selected States (expected 6 months)	This is to say that the key outputs of high-level transformation roadmap (part of Phase II) stays consistent with the outputs of detailing the transformation roadmap (part of Phase III).	At this stage, it is not possible to predict the number, nature and extent of modules. Therefore, projecting the effort requirement and thereby the financial quote for unknown amount of activity in phase 3 poses a significant risk for the bidder. Thus the current procurement may be restricted to phases 1 & 2 which are more predictable, and at the end of phase 2, based on the known rates from current bid (and factoring inflation related escalation) and effort as identified at end of phase 2, the estimate for phase 3 may be open to modification/ revision. It must also be borne in mind that the expertise required for Phase 3 will depend very much on the modules chosen by state governments in phase 2 – some may choose IT heavy interventions or procurement support for 3rd parties or capacity building or finance etc. therefore, it is best to receive a level-wise quotation for various levels of resources for phase 3 and remove it from current financial quote requirement. (DEL)	No change contemplated.
93	68	Section 5: Terms of Reference Phase III: On-the-ground implementation and capability building (expected 24 months)	List of Deliverables Phase 3	Request to provide anticipated timeline breakup of deliverables under phase 3 similar to phases 1 & 2. (DEL)	Refer to Addendum no. 18
94	78	II. General Conditions of Contract 6.4 Termination	6.4.3 (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records	Given the nature of business operations audit our office and system is not acceptable as DTTILLP will have data / information of other clients and it would be breach of confidentiality	No change contemplated

				in case we allow the client to audit our entire office / system. Request that this clause could be modified as: Client can visit to our project office and audit the relevant documents specific to this project. (DEL)	
95	80	II. General Conditions of Contract 6.5 Obligations of the Consultants	6.5.7 Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.	Request you if this clause could be modified as: “Notwithstanding anything contained in the contract, Client agrees that the Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses (“Losses”) of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Consultant. In no event shall the Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.” (DEL)	No change contemplated
96	80	II. General Conditions of Contract 6.5 Obligations of the Consultants	6.5.8 Insurance to be taken out by the Consultants:	Deloitte has appropriate and required insurance policy however not in line with client's terms and conditions given in RFP. Please confirm if current one could be considered. (DEL)	Addendum no. 15
97	83	II. General Conditions of Contract 6.11 Obligations of the Consultants	If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed	Request you to modify the clause as: “it would be applicable in case of the delay is determined to be on account of reasons solely attributable to the Consultant. ” (DEL)	Addendum no. 16

			liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.		
98	86	III. Special Conditions of Contract 6.5.7 Limitation of the Consultants' Liability towards the Client a.ii	The proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.	Request to remove linkage of the liability cap to the insurance policy and keep the liability capped at the fees paid or at most capped at the contract value - as is the standard practice. (DEL)	No change contemplated
99		General	-	Please indicate if there is any time gap envisaged between Phases 1 & 2, and 2 & 3. (DEL)	Please refer ToR
100	21	Minimum qualification criteria	Average Annual Revenue from Consultancy Services for last 3 financial years i.e. 2012-13, 2013-14, 2014-2015 need to be INR 100 crore	Indian Institute of Public Administration (IIPA), New Delhi is premier autonomous training and research think tank under Department of Personnel & Training (DoPT), Government of India. IIPA would like to request for exemption from the above clause. (IIPA)	No change contemplated

101	29 30	Annexure 2.1 Team Composition Annexure 2.0: Team Composition	Team “The Consultant would be expected to deploy as part of the PMU/PMO at the concerned State Governments level an appropriate team consisting of professionals as per the requirements mentioned below. The Consultant would be expected to deploy its staff as part of the PMU/PMO at the concerned State Governments level an appropriate team consisting of professionals as per the requirements mentioned below.	<p>Query 1: Does this imply deployment of two Associates per state or other experts as well? (IPE-G)</p> <p>Query 2: Please clarify if the State teams will work out of Niti Aayog’s office or from respective state location. (EY)</p> <p>Query 3: Please clarify what would be the role of Core team and State PMO team? (EY)</p>	<p>Please refer to the clarification note at the end of the table.</p> <p>Core team are expected to work out of NITI Aayog office as well as state locations as required in the interest of delivery of services. However, State teams during Phase III are expected to be broadly working from respective state locations.</p> <p>Please refer to the ToR.</p>
102	32	Annexure 2 Team Composition Clause 4	Financial Expert	Is it possible to include “Financial Expert” who is not full time employee of the consultant firm working on contractual/part- time basis? (IPE-G)	No change contemplated.
103	32	Annexure 2 Team Composition Clause 5	Associates	Should all the six Associates be full-time employee of the firm? (IPE-G)	Refer to Addendum no. 14
104	54	Section 3 Prequalification and Technical Proposal -	Applicant’s Experience	Clause - “Client certificates/Work Order/Certificate from the Statutory Auditor should be enclosed as supporting	Same may be considered.

		Standard Forms Form 3I		documents for each project” Clarification sought - Can “Client Contract Agreement” be considered as supporting document instead of “Work order”? (IPE-G)	
105	33	Annexure 2 Resource Pool/Other Personnel Clause 1, 2, 3	Resource Pool/Other Personnel	As inputs of consultants required is not specified, it will be difficult to prepare budget for the project. Can the consulting firm propose more than one consultant for each position under resource pool? (IPE-G)	Refer to addendum no. 10
106	63	Section 4 Financial Proposal- Standard Forms	Form 4C	Is it required to provide the daily rates of the consultants of the resource pool? (IPE-G)	Please refer to Form 4C
107	30	Annexure 2.1: Team Composition	Resource Pool: Since an array of disciplines is required from time to time, the Consultant should propose a Resource Pool (Other personnel) across disciplines, which may be approved by Authority.	Please clarify the number of resources to be proposed against each position and if CVs are required to be furnished. (EY)	Refer to Addendum no. 10
108	30	Annexure 2.1: Team Composition	Resource Pool: Services of Other personnel from the resource pool would normally be on-call basis.	Request to provide an indicative time commitment to ensure uniform assumptions for estimating the financial costs. (EY)	Please refer to Annexure 2.
109	33	Capacity Building and Training	Advanced degree in social sciences from reputed and recognized university or institution.	Please clarify the need for a Capacity Building expert to have a degree in Social Science. Request you to modify as: Advanced degree in social sciences / MBA or equivalent. (EY)	Refer to Addendum point number 11
110	67				No change

	65	Phase II: Establishment of baseline and development of transformation roadmap and implementation plan for each of the selected States	Towards the end of this phase, the States are expected to review modules of identified initiatives/interventions and indicate their explicit approval for proceeding to the next phase. At this stage, the States may then direct the Consultant to facilitate implementation of a select number of modules based on their own priorities and/or constraints.	The modules developed in agreement with states may require additional/specific expertise to shape the roadmap and implementation plan and finally implement it. Is it possible to add and budget for additional resources as per requirement? (EY)	contemplated
111	68	General	Out of pocket (OPE) expenses	We would request you to consider additional payments for overheads on actual basis as it is difficult to estimate the final number of States and location(s) (which would affect the financial proposal) to be travelled at this stage. (EY)	No change contemplated
112	78	6.4.2	a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within sixty (60) days after receiving written notice from the Consultants that such payment is overdue;	a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within sixty days (60) <u>fifteen (15)</u> days after receiving written notice from the Consultants that such payment is overdue ; (EY)	No change contemplated
113	80	6.5.6	All plans, drawings, specifications, designs, reports, other documents and software submitted by	All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become	No change contemplated

			<p>the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver and the concerned state government all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.</p>	<p>and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future use of these documents, if any, shall be specified in the SC. <u>The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that the Consultant own in performing the Services. Notwithstanding the delivery of any Reports, the Consultant shall retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compile and retain in connection with the Services. (EY)</u></p>	
114	80	6.5.8	<p>Insurance to be taken out by the Consultants:</p>	<p>COMMENTS: It is to inform you that we maintain professional indemnity insurance only. Such professional indemnity insurance cover for our professional business up to an appropriate level sufficient for the purposes of this engagement, and similar to that of the other large accountancy firms. (EY)</p>	<p>Refer to Addendum no. 15</p>
115	84	6.13.2	<p>The Consultant agrees to indemnify and hold harmless</p>	<p><u>Subject to the terms mentioned in the SC, the</u></p>	<p>No change contemplated.</p>

			<p>the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client;</p>	<p>Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (EY)</p>	
116	80	6.5.7	<p>Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this contract shall be as provided by the Applicable Law.</p>	<p>Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this contract shall be as provided by the Applicable Law. <u>The Consultant shall not be liable, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement. The Consultant shall not be liable, in contract or tort, under statute or otherwise, aggregate damages in</u></p>	No change contemplated

				<u>excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement.</u> (EY)	
117	86	6.5.7	<p>a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's or concerned state governments property, shall not be liable to the Client:</p> <p>i) for any indirect or consequential loss or damage; and</p> <p>ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p>	<p>a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>i) for any indirect or consequential loss or damage; and</p> <p>ii) For any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the consultants hereunder, or (B) the proceeds the consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (A) or (B) is higher.-(b) This limitation of liability shall not affect the consultants' liability, if any, for damage to third parties caused by the consultants or any person or firm acting on behalf of the consultants in carrying out the Services. (EY)</p>	Refer to Addendum point number 12.

			b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.		
118	86	6.5.8	Risks and coverage	It is informed to the Client that, we maintain professional indemnity insurance only. Such professional indemnity insurance cover for our professional business up to an appropriate sufficient for the purposes of this engagement, and similar to that of the other large accountancy firms. (EY)	Refer to Addendum 15.
119		New clause	New Clause	Any information, advice, recommendations or other content of any reports, presentations or other communications provided under this Agreement ("Reports"), other than the Client, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors. The Client may not rely on any draft Report and the Consultant shall not be required to update its Final Report. (EY)	No change contemplated

120		New clause		<p>Except as otherwise permitted by the Agreement, neither the Client or the Consultant may disclose to third parties the contents of the Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary including the Deliverables under the Agreement. Either of the parties may, however, disclose such information to the extent that it:</p> <p>(a) is or becomes public other than through a breach of the Agreement,</p> <p>(b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,</p> <p>(c) was known to the recipient at the time of disclosure or is thereafter created independently,</p> <p>(d) is disclosed as necessary to enforce the recipient's rights under the Agreement, or</p> <p>(e) must be disclosed under applicable law, legal process or professional regulations. (EY)</p>	No change contemplated
121	9.4 / Page 21	Minimum Qualification Criteria A	<p>Over the last five (5) years, the lead company should have directly or as a lead member of consortium provided advisory assistance in India on large-scale assignments/programmes involving transformation of either or a combination of the following social sectors – public education, public healthcare, nutrition, food</p>	<p>Request you to please consider the change in clause as</p> <p>“ Over the last five (5) years, the lead company should have directly or as a lead member of consortium provided advisory assistance in India on large-scale assignments/ programmes for government agency or multilateral agencies with a minimum fee of INR 1 crore for each project”</p> <p>Considering the fact that not much projects</p>	No change contemplated

			security and sanitation for a government, government agency or multilateral agencies with a minimum fee of INR 1 crore for each project	have been undertaken in India of similar nature in health sector where consulting requirement have been sought for transformation of health sector; we thus request you not to ask for sector specific experience. If a company has done similar nature of assignment in any other sector it proves its capability to manage such assignment. Such clause may restrict or favor some limited companies only. (GT)	
122.	9.5.4/ page no. 21	Minimum Criteria B	Qualification Over the last five (5) years, the lead company or any member of the Consortium should have provided advisory services to a government or a government agency in India within public healthcare sector related to: i. At least one project involving large-scale transformation/business process re-engineering/policy reforms/undertaking feasibility assessments for structuring projects with a total consultancy fee of at least Rs. 50 lakhs; OR ii. At least one project involving assistance to the client in implementation of projects/interventions/ policy initiatives through setting up a Project Management Office (PMO) or a Programme Management Unit (PMU) with a total consultancy fee	Request you to please consider the change in clause as “Over the last five (5) years, the lead company or any member of the Consortium should have provided advisory services to a government or a government agency in India related to: i. At least one project involving large-scale transformation/ business process re-engineering/policy reforms/undertaking feasibility assessments for structuring projects with a total consultancy fee of at least Rs. 50 lakhs; OR ii. At least one project involving assistance to the client in implementation of projects/interventions/ policy initiatives through setting up a Project Management Office (PMO) or a Programme Management Unit (PMU) with a total consultancy fee of at least Rs. 50 lakhs” Considering the fact that not much projects have been undertaken in India of similar nature	No change contemplated

			of at least Rs. 50 lakhs	in health sector where consulting requirement have been sought for transformation of health sector; we thus request you not to ask for sector specific experience. If a company has done similar nature of assignment in any other sector it proves its capability to manage such assignment. Such clause may restrict or favor some limited companies only.(GT)	
123.	9.5.4 /Page no. 21	Experience in large-scale government transformation projects	Over the last five (5) years, the Applicant should have provided advisory assistance on large-scale assignments/programmes involving transformation of either or a combination of the following social sectors – public education, public healthcare, nutrition, food security and sanitation for a government, government agency or multilateral agencies with a minimum fee of INR 50 lakhs for each project.	Request you to please consider the change in clause as “Experience in large-scale government transformation projects Over the last five (5) years, the Applicant should have provided advisory assistance on large-scale assignments/programmes for a government, government agency or multilateral agencies with a minimum fee of INR 50 lakhs for each project.” Considering the fact that not much projects have been undertaken in India of similar nature in health sector where consulting requirement have been sought for transformation of health sector; we thus request you not to ask for sector specific experience. If a company has done similar nature of assignment in any other sector it proves its capability to manage such assignment. Such clause may restrict or favor some limited companies only. As per general trend of technical evaluation criteria in RFP’s it is preferred to have past experience order values of either similar or higher then minimum eligibility criteria where in this RFP it’s been reduced to 50% of the value. Requesting for an clarification or change in the clause as “minimum fee of INR	No change contemplated

				INR 1 crore for each project.” (GT)	
124.	9.5.4 / Page No.23	Technical Evaluation Criteria: A1	<p>Experience in large-scale government transformation projects</p> <p>Over the last five (5) years, the Applicant should have provided advisory assistance on large-scale assignments/programmes involving transformation of either or a combination of the following social sectors – public education, public healthcare, nutrition, food security and sanitation for a government, government agency or multilateral agencies with a minimum fee of INR 50 lakhs for each project.</p>	<p>Request you to please consider the change in clause as</p> <p>“Over the last five (5) years, the Applicant should have provided advisory assistance on large-scale assignments/programmes for a government, government agency or multilateral agencies with a minimum fee of INR 50 lakhs for each project.”</p> <p>Considering the fact that not much projects have been undertaken in India of similar nature in health sector where consulting requirement have been sought for transformation of health sector; we thus request you not to ask for sector specific experience. If a company has done similar nature of assignment in any other sector it proves its capability to manage such assignment. Such clause may restrict or favor some limited companies only. (GT)</p>	No change contemplated
125.	9.5.4 / Page 23	Technical Evaluation Criteria: A2	<p>Experience in transformation/business process re-engineering /policy reforms</p> <p>Over the last five (5) years, the Applicant should have provided advisory services, to a government or a government agency within public healthcare sector, related to:</p> <p>i. Large-scale transformation/business process re-engineering / policy reforms/undertaking feasibility assessments for structuring projects with a total</p>	<p>Request you to please consider the change in clause as</p> <p>“Over the last five (5) years, the Applicant should have provided advisory services, to a government or a government agency related to:</p> <p>i. Large-scale transformation/ business process re-engineering / policy reforms/undertaking feasibility assessments for structuring projects with a total consultancy fee of at least Rs.</p>	No change contemplated

			<p>consultancy fee of at least Rs. 25 lakhs.</p> <p>OR</p> <p>ii. Assistance to the client in implementation of projects/interventions/policy initiatives through setting up a Project Management Office (PMO) or a Programme Management Unit (PMU) with a total consultancy fee of at least Rs. 25 lakhs.</p>	<p>25 lakhs.</p> <p>OR</p> <p>ii. Assistance to the client in implementation of projects/interventions/policy initiatives through setting up a Project Management Office (PMO) or a Programme Management Unit (PMU) with a total consultancy fee of at least Rs. 25 lakhs.”</p> <p>Considering the fact that not much projects have been undertaken in India of similar nature in health sector where consulting requirement have been sought for transformation of health sector; we thus request you not to ask for sector specific experience. If a company has done similar nature of assignment in any other sector it proves its capability to manage such assignment. Such clause may restrict or favor some limited companies only.</p> <p>As per general trend of technical evaluation criteria in RFP's it is preferred to have past experience order values of either similar or higher than minimum eligibility criteria where in this RFP it's been reduced to 50% of the value. Requesting for an clarification or change in the clause as “minimum fee of INR 50 lakhs for each project.” (GT)</p>	
126.	15	7.3 (i)	<p>7.3. (i) The Key Personnel must be permanent and full time employee(s) of the firm.</p>	<p>Query 2: The assignment require subject matter expert to be deployed for this project for duration of more than 1 year. The general trend in the industry is that the subject matter expert prefer to be engaged as contractual whenever there is requirement as its give them the facility to get associated to the firm having better opportunities. Thus we request you to</p>	<p>No change contemplated</p>

				remove this clause or include contractual resources. (GT)	
127		Section1: Letter of invitation. Clause 1a	"... and thereafter select 2-3 states ... "	The financial quote will vary significantly based on the number of states - please specify the exact number of states that need to be supported	Refer to Addendum no. 13
128		Section1: Letter of invitation. Clause 1d	"Build expertise within NITI Aayog	" Please enumerate the specific expertise/capabilities that this project should	Please refer to ToR
129		Section 2: Instructions to Applicant Clause 1.9	"In the event of termination the client will not be liable to pay any compensation whatsoever to the consultant"	Will all payments up to the date of termination be cleared by Niti Aayog?	No change contemplated
130		Section 2: Instructions to Applicant Clause 3.0: Payment schedule and deliverables		Can the applicant team size vary by phase? The key personnel / core team will be vary across phases (e.g., in phase-I, a much smaller team will be required at NITI Aayog)	Please refer to ToR
131		Section 2: Instructions to Applicant Clause 3.0: Payment schedule and deliverables	"..assuming an overall time of 2 years / 24 months for Phase III	." Can the time period for phase-III be more than 2 years? Additionally, does it need to be the same for all states or can it be different for each state, and dependent on the state's need?	Please refer to the clarification note at the end of the table. Also, refer to Addendum no. 9.
132		Section 2: Instructions to Applicant Clause 3.0: Payment schedule and deliverables	"For the purposes of payments under Phase-III ... the Authority would make the payments on a module-basis ...	This incentivizes applicants to create a thin roadmap with fewer modules, so that payments are linked to fewer deliverables - transformation projects often require	No change contemplated

			... the total fee would be divided by the number of modules"	systemic changes driven by multiple modules. Will Niti Aayog like to change module-linked payments in phase-III into quarterly payments?	
133		Section 2: Instructions to Applicant Clause 7.3 (ix)	"Client certifications / work order / certificate from the statutory auditor for the projects listed under the experience section"	For other GoI proposals, we have always submitted CA certificates as proof of work – please confirm that these are admissible	No change contemplated
134		Clause 9.4 and Clause 9.5.4	Minimum qualification criteria And Technical evaluation criteria	The current weightage system incentivizes clients who have done multiple projects, even if they are of smaller size and no/low impact. To show success in statewide transformation, the applicant must have experience working on projects spanning 10,000 or more schools and have demonstrated impact, which in the case of education is improvement in student learning level outcomes. We hence request Niti Aayog to change this minimum qualification criteria and technical evaluation criteria accordingly	No change contemplated
135		Clause 9.4 and Clause 9.5.4	Minimum qualification criteria And Technical evaluation criteria	A feasibility study does not lead to impact or improvement in student learning level outcomes. Any good transformation roadmap, will be developed based on a detailed system diagnostics to assess the need for interventions for (1) system strengthening and (2) education quality improvement. Feasibility studies rely on pilots that are often designed to succeed in a limited number of schools and do not have the inherent characteristics required	No change contemplated

				for a program to operate at scale. We would advise Niti Aayog to instead assign weightage to criteria for applicants who have successfully implemented programs directly at scale	
136		Clause 9.5.4	Technical evaluation criteria	We will advise Niti Aayog to allocate marks to projects that have shown impact, i.e., shown an improvement in student performance	No change contemplated
137		Annexure 2: Team Composition	"Key Personnel / Core Team: 4 Financial Expert (1)"	In our experience working in Public Education Transformation, the need for extensive financial modeling is low. Managing program budgets, etc. can be supported by associates who may not necessarily be financial experts. In the public education context, having education sector experts, specially associates who have worked in rural / public education is a more relevant skill. Hence, is the financial expert a mandatory requirement or can we replace that with an education expert?	No change contemplated
138		Annexure 2: Team Composition	"Key Personnel / Core Team"	Working on public sector transformation requires not just robust management and economics education but also public administration and public policy education. We hence request Niti Aayog to expand education qualification to also include bachelors and masters degrees in public policy, law and public administration	Refer to Addendum no. 3 and no. 29
139		Annexure 2: Team Composition	"Evaluation Criteria for the Key Personnel"	Weightage to education and overall professional experience should be higher.	No change contemplated

140		Annexure 2: Team Composition	"Evaluation Criteria for the Key Personnel"	Please can you clarify the important and relevance of "Training and Publications" as a criteria for evaluating key personnel? Is this required for all staff or only the project leadership? Which publications qualify as eligible publications?	Please refer to Annexure 2.
141		Form 3B	"Contract (in INR crore"	Many of our clients have a confidentiality clause w.r.t. disclosing their paid fees - in these cases, can we indicate confidential?	Refer to Addendum no. 17
142		Form 3B	"Narrative description of project (highlight project capital cost in the narration)"	In public system transformation projects, specially in social impact sectors such as education, health etc. the program is led within the departments, using their own and existing funds to strengthen / transform their system and deliver impact to the public. Hence, there is no additional capital cost. In such examples, we will not have large capital costs to mention. Is that ok?	Yes, it is acceptable.
143		Form 3B		We will also like to highlight the outcomes our work has achieved and the impact we have had on government systems and the delivery of their service. Can this section be included in Form 3B?	Yes, you may highlight.
144		Form 3M	"CV of proposed staff"	While we will provide an exhaustive set of staff CVs, the personnel who will be staffed on the project will be determined by their availability at the time the project starts. In case of any changes, we will seek formal approval from the client and will ensure that the changed staff meet the required criteria	Please refer to Annexure 2.

145		Form 4C	"Breakdown of the Total Consultancy Fee"	As a private organization, we do not disclose the salary paid to our staff - is form 4C "breakdown of total consultancy fee" a compulsory document to submit? (BCG)	The average monthly rate is not only the salary but rather it includes the entire costs of the consultants that may include manpower, Out of Pocket expenses, TA/DA, etc.
146	14 23	7.3 (i) Page 14 & 9.5.4 (C) Page 23	(i) The Key Personnel must be permanent and full time employee(s) of the firm. & Qualification and competence of the core team for the Assignment.	Our understanding is that in case of a consortium/Joint venture, the Key personnel can be permanent and full time employee(s) of either of the consortium/Joint venture partners. Therefore, the experience of key personnel across consortium partners shall be considered and evaluated. Please confirm. (MCK)	Refer to provision of Para 7.7 to 7.12 of RFP.
147	21	9.4 (a) Page 21	Minimum Qualification Criteria: Over the last five (5) years, the lead company should have directly or as a lead member of consortium provided advisory assistance in India on large-scale assignments/programmes involving transformation of either or a combination of the following social sectors – public education, public healthcare, sanitation, nutrition and food security for a government, government agency or multilateral agencies with a minimum fee of INR 1 crore for each projects.	Please confirm our understanding that Government agency will include autonomous Government organizations, PSUs and work done for Government with private/independent foundations, and NGOs. (MCK)	Please refer to relevant provisions as given on Page 21 to 23 of RFP document which provides for assignment executed for a government, government agency or multilateral agencies

148	23	9.5.4 (A1 & A2) Page 23	<p>Technical Evaluation Criteria</p> <p><u>Experience in large-scale government transformation projects</u></p> <p><u>Experience in transformation /business process re-engineering/policy reforms</u></p>	<p>As discussed and agreed upon during the pre-bid meeting, please confirm the following n:</p> <ol style="list-style-type: none"> 1. Please confirm our understanding that Government agency will include autonomous Government organizations , and work done for Government with private/independent foundations, and NGOs.PSUs. 2. Please confirm that the evaluation will consider experience K-12/school education, higher education, and vocational education. 3. Please confirm that the applicants can submit global projects that qualify under the criteria and the same will also be considered for Technical evaluation. 	<p>Please refer to relevant provisions as given on Page 21 to 23 of RFP document which provides for assignment executed for a government, government agency or multilateral agencies.</p> <p>Please refer to addendum no. 7</p> <p>Yes, subject to meeting the minimum qualification criteria as stipulated under clause 9.4.</p>
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				4. Please confirm that the experience of all the consortium partners will be considered collectively and evaluated. (MCK)	Yes, the experience of the consortium partners will be considered collectively and evaluated.
149	30-34	Annexure 2 Team composition Page 30 to 34	Minimum Required Experience and Expertise of proposed Core Team and Resource Pool	<p>As discussed and agreed upon during the pre-bid meeting, please confirm the following for the core team requirements:</p> <ul style="list-style-type: none"> • The Project Director / Team Leader position is part-time, and will be required through Phase 1, 2 and 3 • The PM, Business Transformation expert, and Financial expert will be required full-time for Phase 1 & 2. Please confirm if you envisage requirement of PM or other experts in phase 3 • Associates would need to be deployed at the States, and will be only required for phase 3 • Do you envisage any of the core team member presence at the State level during phase 2 • • Experience criteria for Project Manager will be at 8 years. <ul style="list-style-type: none"> • Experience criteria of Associates will be minimum of 2-3 years. (MCK) 	<p>Please refer to the clarification note at the end of the table.</p> <p>Also, refer to Addendum no. 14</p> <p>Refer to Addendum no. 22</p> <p>No change contemplated</p>

150	30-34	Annexure 2 Team composition Page 30 to 34	Resource Pool/Other personnel	Please confirm if the applicant (sole bidder/consortium/JV) can submit multiple CVs for the resource pool personnel, as that would enable to tap into specific expertise across several areas within education. (MCK)	Yes, consultant may submit multiple CVs for the resource pool.
151	54 39	Form 3I: Applicant's Experience Page No 54 & Form 3B: Format for Pre-Qualification Proposal Page No. 39	Client certificates/Work Order/Certificate from the Statutory Auditor should be enclosed as supporting documents for each project	In keeping with our policy and commitments on client confidentiality, we cannot disclose our client list or provide specific examples of our client work. We request you to accept self-certification from head of bidding entity instead of Work orders & completion Certificates against Firm's experience. We can submit certificate from independent auditor to ascertain fee value of project. Self-Certification from Head of Bidding entity or authorized signatory is a very common industry practice for such submissions. (MCK)	Please refer page 54, where provision has been made to submit certificate from statutory auditor.
152	54 39	Form 3I: Applicant's Experience Page No 54 & Form 3B: Format for Pre-Qualification Proposal Page No. 39	Name of Client	We have confidentiality agreements signed with our clients which prohibits us from client's name in public domain, we should be able to provide a sanitized client name which would show relevance to the project, which is a very common industry practice for such submissions. (MCK)	For cases where client confidentiality agreement signed in the past prohibits consultants to disclose client name while claiming experience, sanitized client name may be accepted.
153	67	Page no 67	Phase III: On-the-ground implementation and capability building	We request authority to clarify that consultant will sign the contract with NITI Aayog & NITI Aayog will be responsible for managing States.	Consultant will sign agreement with NITI Aayog. However,

					consultant will deliver assignment in close coordination with State & NITI Aayog.
	67	Page no 67	Phase III: On-the-ground implementation and capability building	We would like to understand the role envisioned by NITI Aayog for itself during phase 3 of project. (MCK)	Please refer to the clarification note at the end of the table.
154	23	Criteria A1 Page no 23	Over the last five (5) years, the Applicant should have provided advisory assistance on large-scale assignments/programmes involving transformation of either or a combination of the following social sectors – public education, public healthcare, nutrition, food security and sanitation for a government, government agency or multilateral agencies with a minimum fee of INR 50 lakhs for each project.	We request authority to increase the minimum fee of eligible assignments to INR 1Cr for each project. Given the scale of this project, we request authority to evaluate projects which are of same magnitude. (MCK)	No change contemplated
155	23	Criteria A1 Page no 23	Over the last five (5) years, the Applicant should have provided advisory services, to a government or a government agency within school education sector, related to: i. Large-scale transformation/ business process re-engineering / policy reforms/undertaking feasibility assessments with a total consultancy fee of atleast Rs. 25 lakhs.	We request authority to increase the minimum fee of eligible assignments to INR 1Cr for each project. Given the scale of this project, we request authority to evaluate projects which are of same magnitude. (MCK)	No change contemplated

			OR ii. Assistance to the client in implementation of projects/interventions/policy initiatives through setting up a Project Management Office(PMO) or a Programme Management Unit (PMU) with a total consultancy fee of at least Rs. 25 lakhs.		
156	23	Criteria A1 & A2 Page no 23	Completed Projects	We would request authority to consider projects which are in progress where in applicant received more than 1 Cr. (MCK)	Please refer to Addendum no. 21
157	9 79	Section 2: Clause 4.0 (p.9) Section 6: GCC: Clause 6.5.6 (p.79)	INTELLECTUAL PROPERTY	We are happy to license our intellectual property to clients as appropriate, including our pre-existing intellectual property where necessary, provided it is used for the client's internal use. We do ask that such intellectual property is not sub-licensed to a third party without our consent and would like to define more precisely in our agreements the intellectual property rights. Accordingly, we request:- to add the following at the end of Section 2: Clause 4.0:- <i>“Notwithstanding the foregoing, the Consultant retains all right, title, and interest in and to the Consultant Tools (as defined below). To the extent that the deliverables include any Consultant Tools, the Consultant hereby grants to the Client a non-exclusive, non-transferable, non-sublicenseable, worldwide, royalty-free, perpetual license to use and copy the Consultant Tools solely for internal purposes as part of the deliverables.</i>	Please refer to Addendum no. 2

				<p>The “Consultant Tools” consist of any and all concepts, analyses, know-how, tools, frameworks, models, and industry information and perspectives used by the Contractor in connection with Services hereunder.”</p> <p>to add the following at the end of Section 6: GCC: Clause 6.5.6:-</p> <p>“Notwithstanding the foregoing, the Consultant retains all right, title, and interest in and to the Consultant Tools (as defined below). To the extent that the deliverables include any Consultant Tools, the Consultant hereby grants to the Client a non-exclusive, non-transferable, non-sublicenseable, worldwide, royalty-free, perpetual license to use and copy the Consultant Tools solely for internal purposes as part of the deliverables. The “Consultant Tools” consist of any and all concepts, analyses, know-how, tools, frameworks, models, and industry information and perspectives used by the Contractor in connection with Services hereunder.” (MCK)</p>	
158	11-12 37 52 78	<p><u>Section 2:</u> Clauses 6.3-6.5 (p.11-12)</p> <p><u>Section 3:</u> Form 3A: Paragraph 5(b) (p.37)</p> <p><u>Section 3:</u> Form 3H: Paragraph 6(b) (p.52)</p> <p><u>Section 6:</u> GCC: Clauses 6.5.2 (p.78)</p>	Conflict of Interest	<p>It is the Firm’s long-standing practice to serve competitors. Accordingly, we request to:-</p> <p>Replace Section 2: Clauses 6.3 to 6.5 entirely by the following:-</p> <p>“It is the Consultant’s long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising the Consultant’s professional responsibility to maintain the confidentiality of client information. Consistent with such practice and the Consultant’s confidentiality obligations to its other clients, the Consultant</p>	No change contemplated

				<p><i>is not able to advise or consult with the Client about the Consultant's serving the Client's competitors or other parties. To avoid situations of potential conflict, the Consultant will not, for a period of one year following an engagement for the Client, assign any consultant who receives Confidential Information in connection with such engagement to a competitively sensitive project."</i></p> <p>Delete Section 3: Form 3A: Paragraph 5(b) Delete Section 3: Form 3H: Paragraph 6(b) Replace Section 6: GCC: Clause 6.5.2 entirely by the following:- <i>"It is the Consultant's long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising the Consultant's professional responsibility to maintain the confidentiality of client information. Consistent with such practice and the Consultant's confidentiality obligations to its other clients, the Consultant is not able to advise or consult with the Client about the Consultant's serving the Client's competitors or other parties. To avoid situations of potential conflict, the Consultant will not, for a period of one year following an engagement for the Client, assign any consultant who receives Confidential Information in connection with such engagement to a competitively sensitive project."</i> (MCK)</p>	
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159	81 82 84	<p><u>Section 6</u>: GCC: Clause 6.10.1 (p.81)</p> <p><u>Section 6</u>: GCC: Clause 6.13.2 (p.82)</p> <p><u>Section 6</u>: SCC: Clause 6.5.7 (p.84)</p>	Liability/Indemnity	<p>While we believe that the best method to manage the risk on this project, and the method we will adopt, is to ensure high quality project management and staff are assigned to the project, we do require a reasonable allocation of risk which is in proportion to the reward we may gain. We are in a materially different position to our clients with respect to controlling the risk. Specifically, we have no board authority to act and we do not make the decisions for the client, which means that we have no control over who at the client will implement our recommendations, how well they will be implemented, or when they will be implemented. Therefore, if a third party is allegedly damaged by any steps taken by client management, the third party should seek redress from, and be compensated by, the client and not the Firm. Indemnification recognizes the reality that the client, not the Firm, is responsible for the success or failure of client action.</p> <p>Accordingly, we request:-</p> <p>Delete the following sentence from Section 6: GCC: Clause 6.10.1.1:- <i>“He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.”</i></p> <p>Delete the following sentence from Section 6: GCC: Clause 6.10.1.2:- <i>“The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed.”</i></p> <p>Add the following at the beginning of Section</p>	No change contemplated
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				<p>6: GCC: Clause 6.13.2:- <i>“Subject to Clause 6.5.7 of the Special Conditions of Contract,”</i> Replace Section 6: SCC: Clause 6.5.7with the following:- <i>“The aggregate liability of the Consultant arising out of the performance or non-performance of the Contract or otherwise in connection with the Contract, whether under contract, tort (including negligence), statute or otherwise shall be limited, to the extent permissible by law to the total fees paid to the Consultant under the Contract. Notwithstanding any other provision of this Contract, in no event will the Consultant be liable to the Client for any loss or revenue, profit, opportunity, production, loss of goodwill or reputation, delay, economic loss, business interruption or any indirect, incidental or consequential loss or damage.”</i> (MCK)</p>	
160	32	Annexure 2 Team Composition Clause 5	Associates	<ol style="list-style-type: none"> 1. Should all the Associates (6 or more, if required) be full-time employee of the firm? 2. Are they required for the entire duration of the project (3 years)? 3. If not, in which phase will they be required? 	<p>Yes, Associates are required to be full time employee of the firm.</p> <p>Please refer to Addendum no. 14. Also, refer to the clarification note at the end of the table.</p>

161	33	Annexure 2 Resource Pool/Other Personnel Clause 1, 2, 3	Resource Pool/Other Personnel	<p>RFP reads that the States will be identified in the 1st phase, identification of gaps and development of modules in 2nd phased and States will be assisted for implementation in 3rd phase. Since the names of states are not clear and the gaps are yet to be identified it is difficult to ascertain and propose resource pool experts and their input days for the 3rd phase.</p> <p>It is requested that there should be clarity on inputs so that it becomes easy for bidders to prepare the budget which remains comparable.</p>	Please refer to the clarification note at the end of the table.
162	12	3.0 Payment Schedules and Deliverables	Phase II & Phase III	<p>The exact number of initiatives and modules to be developed in Phase II has not been mentioned and there exists uncertainty regarding how many modules will be approved by the State Government. With such issues, it will be difficult to quote prices for the Third Phase.</p> <p>It is requested to mention the exact size of modules required for the third phase.</p>	Please refer to ToR, page 66, clarification note at the end of the table and Addendum no. 26

CLARIFICATION NOTE

An attempt has been made to provide a broad conceptual guidance for planning the Applicant's team deployment while delivering the scope of services. The following principles may be referred to by the Applicants:

- a) Phase I is largely envisaged to be delivered based out of NITI Aayog / Delhi, while Phase II and Phase III are largely envisaged to be delivered out of States.
- b) Under Phase II (baseline development and transformation roadmap) and Phase III (on-ground implementation Phase) the Authority suggests the Consultant to base Associates at the State level to ensure smooth co-ordination with the concerned State Government officials while delivering activities as part of the relevant Phase. Timelines of various Phases of this Project have already been specified in clear terms by issuing Addendum.
- c) As per addendum number 14, the Consultant may plan deploying Associates and Project Manager at the State levels for the 3rd Phase. An appropriate assessment of other personnel may be done by the Consultant on a dynamic basis taking into account factors such as – scope of work requirements, stage of the project, Client's or the State Governments requirements and any other requirements for smooth delivery of the scope of services. As an illustrative example, it is likely that during the Establish Baseline activity (included under Phase II of this Project), Associates may need to be based out of the PMU office at State levels for such durations as appropriate to collect required data / information etc. for delivering this activity.
- d) Other members of the Key Personnel team (Team Leader, BPR Expert and Financial Expert) may plan their PMU deployment as per the project needs and consultant's approach and methodology.
- e) Similarly, it is also envisaged that the Consultants would take appropriate advise and inputs from the "Pool of Experts" as and when required to deliver the scope of services. The extent of such inputs may vary across Phases.
- f) It is also envisaged that the Key Personnel led by the Project Director would co-ordinate and interact with the concerned State Governments and NITI Aayog to ensure that project implementation is smooth and as per the expected timelines. On their part, States and NITI Aayog would endeavor to nominate officials to facilitate smooth co-ordination and support to enable the Consultant's team deliver project requirements.

That said, the above items are only indicative in nature and is intended to facilitate the Applicants better plan for their Proposal considerations. The Authority does not intend to specify inputs on such aspects above and will not be bound by the above principles. During the project, the Authority and the concerned State Governments expect smooth and satisfactory delivery of services by the Consultant's team. Accordingly, the Applicants may asses the above requirements based on their strategies for assignment delivery, understanding of the Client requirements and their experience of delivering similar services to Clients in the past.