Clarification on RFP document in connection with the proposed "Consultancy Services for Carrying Out Study of Status of Investment by Private sectors in respect of Tourism in Arunachal Pradesh"

Pre-Bid Queries

S.no	Page number and reference of RFP	Particulars	Query	Response
1	Clause 11 (9.3 a) Page 18	The estimated number of months required for the Assignment / Job is: 6 months from the date of contract	Given the extensive primary coverage required in a project of such nature, we would request if the duration of the study can be extended by 2 months to allow for a comprehensive research	We regret we cannot comply with the request.
2	Clause 14.7. Page 15	Method of Selection –Combined Quality cum Cost Based System (CQCCBS)	Given the importance of the project, we would request if the technical / financial weightage may be modified from 70:30 to 80:20.	We regret we cannot comply with the request.
3	Clause 4 Page 2	A three-stage procedure will be adopted in evaluating the proposals	We would request for some clarity of the 3 staged evaluation process as the proposal needs to be submitted in 2 parts – technical and financial proposal only as mentioned later in the document. Do we need to send a third envelope containing the documents for shortlisting as specified in Pg2-3 (5A technical, B. financial, C. key professional) of the RFP OR the technical proposal will suffice?	In the first stage eligibility of the Consultants will be ascertained on the basis of qualifying criteria to be submitted as per form. In the second stage, only shortlisted Consultant will be informed to submit the soft copy of the technical proposal in pdf format. In the third stage, a technical presentation by all the shortlisted Consultants will be held before the Internal Committee of experts constituted for the study.

4	Clause 13.2 Page 13	A soft copy of the technical proposal is to be submitted in PDF format by the shortlisting consultants at tedf@nedfi.com.	Request to clarify if we need to submit the technical proposal in soft copy as well at the mentioned mail id. Also by when do we need to mail the soft copy?	The soft copy of the technical proposal needs to be submitted only by the shortlisted Consultants who qualify in the first stage.
5	Clause 4 Page 17	Last date and time for proposal submission – 27 Dec 24.	We would request to consider 2 weeks extension of the deadline for proposal submission as it is a physical submission cause of which proposal needs to be couriered in advance, year-end breaks and multiple similar category tenders from NEDFI issued for same day submission.	We regret we cannot comply with the request.
6	Clause 13.2 Page 13	A soft copy of the technical proposal is to be submitted in PDF format by the shortlisting consultants at tedf@nedfi.com.	Given soft copy of the technical proposal needs to be provided, we would request that instead of physical submission of the proposal online submission be considered. For financial proposals the consultant can submit password protected files and password can be shared during financial opening.	As per RFP We regret we cannot comply with the request.
7	Other	Liability of the consultant	We would request that liability for any direct loss or damage to be limited to the total fees paid under the engagement as is the case in other similar tenders.	Not Applicable
8	Other	Third Party Indemnity from the client	We would request for addition of third party indemnity to the consultant	Not Applicable
9	Other	Branding on deliverable	We would request to kindly build in approvals from the consultant before any external circulation of deliverable/ report if these are consultant branded deliverables.	Not Applicable

S. no	Page number and reference of RFP	Particulars	Query	Response
10	2 and 9	Section 1- Letter of Invitation and Section 2 Part-I (9. Preparation of Proposals) Letter of Invitation (A)Technical: A Consultant by itself or as a partner of an association of Consultants should have executed: a. At least 1 (one) assignment of similar nature during last 3 (three) Years. The value of which should not be less than Indian Rupees 10 Lakhs (or equivalent in foreign currency), or 2 (two) assignments of similar nature with a value of which should not be less than Rupees 5 lakhs each. b. At least 1 (one) assignment in the NER States during the last 3 (three) years c. At least 1 (one) assignment for Government of India/State Govt. or Departments in the past 3 (three) years.	Considering only the timeline of the last 3 years for the assignment eligibility, we understand that ongoing assignments would also be considered for (a), (b) and (c) category. Please confirm.	Ongoing assignments will not be considered.
11	2 and 9	Section 1- Letter of Invitation and Section 2 Part-I (9. Preparation of Proposals) Letter of Invitation (A)Technical: A Consultant by itself or as a partner of an association of Consultants should have executed: (a) At least 1 (one) assignment of similar nature during last 3 (three) Years. The value of which should not be less than Indian Rupees 10 Lakhs (or equivalent in foreign currency), or 2 (two) assignments of similar nature with a value of which should not be less than Rupees 5 lakhs each.	We understand that for point (a), the similar nature would encompass projects with scope items related to this assignment. Please confirm.	As per EOI- RFP

		(b) At least 1 (one) assignment in the NER States during the last 3 (three) years(c) At least 1 (one) assignment for Government of India/State Govt. or Departments in the past 3 (three) years.		
12	2 and 9	Section 1- Letter of Invitation and Section 2 Part-I (9. Preparation of Proposals) (A)Technical: A Consultant by itself or as a partner of an association of consultants should have executed: (a) At least 1 (one) assignment of similar nature during last 3 (three) Years. The value of which should not be less than Indian Rupees 10 Lakhs (or equivalent in foreign currency), or 2 (two) assignments of similar nature with a value of which should not be less than Rupees 5 lakhs each. (b) At least 1 (one) assignment in the NER States during the last 3 (three) years (c) At least 1 (one) assignment for Government of India/State Govt. or Departments in the past 3 (three) years.	We understand that for point (b), any consultancy assignment from the NER states during the last 3 years would qualify under this category. Please confirm.	Yes.
13	2 and 9	Section 1- Letter of Invitation and 9. Preparation of Proposals (A)Technical: A Consultant by itself or as a partner of an association of Consultants should have executed: (a) At least 1 (one) assignment of similar nature during last 3 (three) Years. The value of which should not be less than Indian Rupees 10 Lakhs (or equivalent in foreign currency), or 2 (two) assignments of similar nature with a value of which should not be	We understand that for point (c), any consultancy assignment with the Government of India/State Govt. or Dept. during the last 3 years would qualify under this category. Please confirm.	Yes.

		less than Rupees 5 lakhs each. (b) At least 1 (one) assignment in the NER States during the last 3 (three) years (c) At least 1 (one) assignment for Government of India/State Govt. or Departments in the past 3 (three) years.		
14	3 and 9	Section 1- Letter of Invitation and Section 2 Part-I (9. Preparation of Proposals) (B) Financial: The Annual Financial Turnover of the Consultant must be equal to ormore than Indian Rupees 1 (one) Crore per annum during the last 3 (three) years. The annual Turnover from Consultancy services must be equal to or more than Indian Rupees 50 (fifty) Lakh per annum in the last 3 (three) years.	Considering the scale, duration, and complexity of the assignment to be executed in the state of Arunachal Pradesh, we believe that the financial credibility and stability of the bidder are of utmost importance to ensure the successful and timely completion of the project. Accordingly, we request you to increase the minimum threshold for the annual turnover to INR 50 Crores. Request you to modify the requirement as below: - The Annual Financial Turnover of the Consultant must be equal to or more than Indian Rupees 100 (Hundred) Crore per annum during the last 3 (three) years. The annual Turnover from Consultancy services must be equal to or more than Indian Rupees 50 (fifty) Crore per annum in the last 3 (three) years.	We regret we cannot comply with the request.

15	3 and 10	Section 1- Letter of Invitation and Section 2 Part-I (9. Preparation of Proposals) Letter of Invitation (C) Key Professionals Qualifications & Experience: 3. Human Resource Management Expert: Post graduation qualification in Hospitality Management/ Logistic/ Human Resource with 10 years' experience in similar works related to service sector of tourism industry.	We understand that the Human Resource Management Expert would be responsible for the assessment of skilling and capacity building requirements for the tourism service providers. However, based on our experience of execution of similar assignments, the scope related to skilling gap assessment and formulation of capacity building plan is being done by Skilling Expert. Accordingly, we request you to modify the qualification requirement for this position as below 3. Skilling & Capacity Development Expert:- Post-graduate in Management / Tourism / Social Sciences / Hospitality with 10 years' relevant experience in skill development programs, assessing skill gaps, formulation of skilling programs, workshops and capacity building Initiatives	We regret we cannot comply with the request.
16	3 and 10	Section 1- Letter of Invitation and Section 2 Part-I (9. Preparation of Proposals) Letter of Invitation C) Key Professionals Qualifications & Experience: 4. Marketing Expert: Post-graduation qualification in marketing management with 10 years' experience in similar works like E- Commerce, Digital/other IT tools for marketing etc.	Based on our understanding of the scope outlined in the RFP document, we did not identify a need for a Marketing Expert in this assignment. Request you to clarify the requirement of the Marketing Expert position for the project	As per EOI- RFP
17	15	Section 2 Part-I Method of Selection –Combined Quality cum Cost Based System (CQCCBS)	Considering the strategic nature of the project which requires lot of technical expertise to successfully perform the	

		The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up as follows: S = ST X TW + SF X FW Where S is the combined score, and TW and FW are weights assigned to Technical proposal and Financial proposal that shall be 0.70 and 0.30 respectively. ST is the Technical Score, and the SF is the Financial Score.	project. We request the authority to kindly clarify the evaluation criteria distribution and if same could be based on QCBS 80:20 method.	We regret we cannot comply with the request.
18	19	Section 2 Information to Consultants Part II Data Sheet (Specific to the Assignment) Clause No. 17 Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under: i Specific experience of the Consultant relevant to the assignment: 10 marks out of 100 ii Experience in carrying out studies or surveys in North Eastern India: 7½marks out of 100 iii. Experience in carrying out studies and surveys for Government of India / State Government Ministries or Departments: 7½ marks out of 100	Request you to provide the criteria and methodology for giving marks under each category of (i), (ii) and (iii). Eg: - How many assignments would be required to score maximum marks.	The maximum number of relevant assignments which falls within the stipulated time period as specified in the EOI-RFP can be submitted by the Consultant.
19	19	Section 2 Information to Consultants Part II Data Sheet (Specific to the Assignment) Clause No. 17 Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under: i Specific experience of the Consultant relevant to the assignment: 10 marks out of 100 ii Experience in carrying out studies or surveys	Request you to confirm the on the eligibility period (over the last 5/10/15 years) for which the assignments would be considered for scoring in the three categories under (i), (ii), and (iii).	Refer page no 9 of the EOI-RFP document where eligibility period is defined clearly.

		in North Eastern India: 7½ marks out of 100 ii. Experience in carrying out studies and surveys for Government of India / State Government Ministries or Departments: 7½ marks out of 100		
20	19	Section 2 Information to Consultants Part II Data Sheet (Specific to the Assignment) Clause No. 17 Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under: i Specific experience of the Consultant relevant to the assignment: 10 marks out of 100	We understand that international experience with the foreign government would also be considered for scoring. Please confirm.	As per EOI-RFP.
21	19	Section 2 Information to Consultants Part II Data Sheet (Specific to the Assignment) Clause No. 17 Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under: iii Experience in carrying out studies and surveys for Government of India / State Government Ministries or Departments: 7½ marks out of 100	Request you to elaborate on the type of studies or survey that would be considered for the scoring purpose. Also, based on the criteria mentioned in the eligibility criteria, request you to modify the clause as below for scoring:- iii Experience in carrying out studies or surveys for Government of India / State Government Ministries or Departments: 7½ marks out of 100	The type of studies should be relevant to the scope of work provided in the EOI- RFP document. We regret we cannot comply with the request.
22	19	Section 2 Information to Consultants Part II Data Sheet (Specific to the Assignment) Clause No. 17 Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under: (iv) Adequacy of the proposed methodology and work plan in response to the terms of reference: 40 marks out of 100 as per the following sub-criteria:	Request you to confirm whether the consultants are required to submit the Approach and Methodology section as part of the technical proposal document. If yes, then the scoring would be based on the technical presentation or the technical proposal submission.	Yes. Refer page no-12 of the EOI-RFP document. It is understood that the technical presentation will be on the technical proposal submitted.

23	39	Power point presentation on Technical approach, work plan & methodology (80%) Organization & Staffing (20%) TERMS OF REFERENCE Part I OBJECTIVE AND SCOPE OF WORK 2. Terms of Reference 3. Assessment of domestic and foreign tourist inflow to the state and the type of inclination of the tourist towards different components of tourism (adventure, health, leisure, religious, etc) in the state. 4. Assessment of the contribution of tourism sector to the State GSDP of Arunachal Pradesh. 5. Evaluate the trend and quantum of investment made by private sector in the tourism industry in the state. 6. Study the legal and policy framework (developmental schemes) for promotion of tourism industry in the state. 7. Assessment of the existing capacity building programs and the infrastructure available in the state for Tourism sector.	We understand that the client would facilitate stakeholder meeting/consultations with relevant government department/stakeholders for providing data/information necessary to do the as-is assessment study. Please confirm.	The selected Consultant will undertake stakeholder meeting/consultations with relevant government department/ stakeholders for collection of data /information necessary to do the as-is assessment study. The client will provide introductory letters as & when necessary but will not be responsible for stakeholder meetings/ consultations to be conducted by the Consultant for sourcing of
		available in the state for Tourism sector development.		information.
24	39 and 40	TERMS OF REFERENCE Part I OBJECTIVE AND SCOPE OF WORK 2. Terms of Reference 9. Survey & Compilation of data pertaining to tour operator/travel agency, transportation services, sanitation & health care facilities at tourist destinations, existing/ongoing infrastructure projects, state.	Request you to confirm on the list of destinations and districts to be covered as part of the survey study. This will assist us in evaluating the effort and budget estimates required for conducting the study.	The sample size to be taken in the primary survey of the study should be representative of the entire state.

25	No clause in ToR	Indemnity No process for indemnity	The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in	Not Applicable.
			clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate,	

and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
b) include any appropriate confidentiality

agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).

We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than

			you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. We request you to	
26	No clause in RFP	We request the Authority to kindly to confirm that our understanding is correct	confirm that our understanding is correct. We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else	Not applicable.
			in relation to the services. We request you to confirm that our understanding is correct. We will be providing services and	Not applicable.
27	No clause in ToR	No third party disclaimer There is no restriction on the usage of deliverable	deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. We request you to confirm that our understanding is correct.	
28	No clause in ToR	Acceptance No acceptance criteria	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance	Not applicable.

procedure, may be the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Clientuses the

accepted."

draft deliverable, it will be deemed to be