

**Reply to Queries dated 09.04.2025 for the RFP N- 14070/02/2025- PPPAU of NITI Aayog for the Request for Proposal (RFP)
for Preparation of Infrastructure Projects Pipeline**

Sl. No.	Description	Query	Reply
1.	<p>Pg 34 Clause 3.1.4</p> <p>Eligible Assignments For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of feasibility report, financial model and/or preparation of transaction / bid documents in relation to the bidding process or other transactions for following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>a) an infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost (excluding land) of at least Rs. 400 (four hundred) crore in case of a project in India, and US \$ 200 million (US\$ two hundred million) for projects elsewhere (the “PPP Project”); or...</p>	<p>It is noted that under point a) only PPP projects are eligible or evaluated. Experience of preparing or implementing infrastructure pipeline / monetization pipeline projects in India or abroad has not been considered for evaluation. Request the Authority to consider such projects undertaken as part of the eligibility and scoring criteria separately.</p>	<p>No change is contemplated.</p>
2.	<p>Pg 34 Clause 3.1.4</p> <p>Eligible Assignments For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of feasibility report, financial model and/or preparation of transaction / bid documents in relation to the bidding process or other transactions for following projects shall be deemed as eligible assignments (the “Eligible Assignments”): an</p>	<p>Large scale PPP projects with capital cost of Rs 400 crore or above are limited to a few sectors (roads, railways, ports, etc.). However, under the monetization pipeline, all sectors are to be reviewed and evaluated for preparation of plans. Most of the other sectors would have limited projects with capital cost over Rs 100 crore. To enable the consultant to showcase multi-sectoral experience, request the Authority to reduce the project cost threshold to Rs 100 crore for</p>	<p>No change is contemplated.</p>

	<p>infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost (excluding land) of at least Rs. 400 (four hundred) crore in case of a project in India, and US \$ 200 million (US\$ two hundred million) for projects elsewhere (the “PPP Project”); or...</p>	<p>projects in India and USD 50 million for projects executed abroad.</p>	
3.	<p>Pg 14 Clause 2.2.2 (B)</p> <p>Financial Capacity: The Applicant shall have received a minimum of Rs. 20 (twenty) crore or US \$ 10 (ten) million per annum as professional fees during each of the 3 (three) financial years preceding the PDD. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients but shall exclude audit and legal services</p>	<p>In the interest of the project, it is requested that the Authority encourage participation by established firms with a healthy turnover. Hence, we request the Authority to modify the clause as follows: “The Applicant shall have received a minimum of Rs. 500 (five hundred) crore or US \$ 250 (two hundred and fifty) million per annum as professional fees during each of the 3 (three) financial years preceding the PDD....”</p>	<p>No change is contemplated.</p>
4.	<p>Pg 48 Clause 8</p> <p>Completion of Services All the deliverables shall be compiled, classified and submitted by the Consultant to the Authority in soft and hard form. The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant.</p>	<p>Request the Authority to relax the provision of the Clause 3.8 and consider the below: “The consultant would retain all rights in deliverables with right to use to the Client. Also, if in case any pre-existing material with the consultant is used in preparation of the deliverables, then the rights in such material shall vest solely with the consultant.”</p>	<p>No change is contemplated.</p>
5.	<p>Pg 59 Clause 2.8 Suspension of Agreement</p> <p>The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant</p>	<p>Request the Authority to provide 15 days’ notice period via written notice, prior to suspension of payments.</p>	<p>No change is contemplated.</p>

	<p>hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.</p>		
6.	<p>Pg 67 Clause 3.8.1</p> <p>Documents prepared by the Consultant to be property of the Authority All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Consultant (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority.</p>	<p>Request the Authority to relax the provision of the Clause 3.8 and consider the below:</p> <p>“The consultant would retain all rights in deliverables with right to use to the Client. Also, if in case any pre-existing material with the consultant is used in preparation of the deliverables, then the rights in such material shall vest solely with the consultant.”</p>	No change is contemplated.
7.	<p>Pg 70 Clause 7.2.1</p> <p>Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.</p>	<p>Request the Authority to kindly cap the Total Damages to 10% of total contract value across all types of damages provided for.</p>	No change is contemplated.
8.	<p>Pg 72 Clause 9.4.2 Arbitration</p> <p>There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third</p>	<p>Formation of three-member Arbitral Tribunal and decision by the same may be a prolonged and expensive mode. Request the</p>	No change is contemplated.

	<p>arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.</p>	<p>Authority to consider arbitration by sole arbitrator only and not by a panel.</p>	
9.	<p>Pg 30 Clause 2.27 Indemnity</p> <p>The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.</p>	<p>Consultant does not accept indemnity for subjective circumstances like breach/ any services as they are too widely worded. We accept indemnity for limited circumstances such as misconduct, negligence, fraud, breach of laws.</p> <p>Additionally, indemnity to the extent of 3 times the value of Agreement is very high. Request the Authority to limit liability equal to value of contract and modify the clause as follows:</p> <p>a) In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.</p> <p>b) The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement.</p>	<p>No change is contemplated.</p>
10.	<p>Pg 65 Clause 3.4.2</p>	<p>Consultant does not accept indemnity for subjective circumstances like breach/ any</p>	<p>No change is contemplated.</p>

	<p>The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.</p>	<p>services as they are too widely worded. We accept indemnity for limited circumstances such as misconduct, negligence, fraud, breach of laws.</p> <p>Request the Authority to limit liability equal to value of contract and modify the clause as follows:</p> <p>a) In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.</p> <p>b) The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement</p>	
11.	<p>Pg 65 Clause 3.4.4</p> <p>This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the- Agreement Value</p>	<p>Request the Authority to cap the consultant's liability to not more than contract value and modify the clause as follows:</p> <p>a) In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of</p>	<p>No change is contemplated.</p>

		<p>whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.</p> <p>b) The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement.</p>	
12.	<p>Pg 70 Clause 7.2.1</p> <p>Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.</p>	<p>Liquidated damages subject to maximum of 50% of the Agreement value is very high. Request the Authority to consider limiting the Liquidated damages to 10% of total agreement value across all types of damages provided for.</p>	No change is contemplated.
13.	<p>Pg 18 Clause 2.2.2 A</p> <p>Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.</p>	<p>Infrastructure projects usually take a long time to get completed. Additionally, considering that due to COVID, for about 2 years infrastructure projects had slowed down across sectors. We request the authority to kindly consider the projects in the last 10 years instead of 5 years. This would allow us to exhibit our entire range of projects. Request the Authority to modify the clause as: Technical Capacity: The Applicant</p>	No change is contemplated.

		shall have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.4	
14.	Addendum 1 1 - a) – 3 Proposal Due Date: 19th April 2025	Request the Authority to kindly consider proposal due date as 2 weeks from issue of response to queries.	No change is contemplated.
15.	APPENDIX-I;Form-8 Page no.: 98 Certificate from the Statutory Auditor	Generally, Statutory Auditor reviews company turnover and is not involved in reviewing individual projects. Hence, we request the authority to kindly allow certification from a practicing Chartered Accountant for the payment of professional fees received. Kindly confirm.	No change is contemplated.
16.	Clause 2.3.4 Page no.: 17 An Applicant eventually appointed to provide Consultancy hereunder, and its Associates, shall be disqualified from subsequently providing goods or works or services related to projects and assets identified under the Consultancy and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) months from the date of submission of final Infrastructure Projects Pipeline Report or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services	We request you to confirm our understanding: (a) We understand that we shall not be allowed to provide goods or works or services related to projects and assets identified under this assignment due to Conflict of Interest only for a period of three months applicable from the date of completion/ termination of the assignment. (b) We understand that this will be applicable only in the context of new assignments for the Consultant. Any running assignment (including with any Ministry/ Department) involving any work on pipeline of projects and assets and/ or pertaining to any of the projects and assets identified under the	Clause 2.3.4 is clear and self-explanatory.

	performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.	Consultancy shall not be subject to this clause.	
17.	<p>Clause 3.1.3 #3</p> <p>While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/ Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be Considered.</p>	We request you to confirm our understanding that the highest number of Eligible Assignments will be scored the maximum applicable marks. However, we believe this scoring methodology incentivizes quantity of assignments over the quality of each assignment. Accordingly, we request that the methodology be amended to award marks for each quality assignment e.g., 50% marks for minimum required assignments and +10% marks for every additional assignment.	Clause 3.1.3 is clear and self-explanatory.
18.	Appendix 1 Form 12 CV of Key Personnel	We understand that under this clause of the Form 12, the Applicant/ Key Personnel is required to provide a brief understanding of	Provisions in Appendix-I, Form-12 are clear and self-explanatory.

	8. Details of the current assignment and the time duration for which services are required for the current assignment.	the role to be played by the proposed expert towards the successful delivery of this assignment. Kindly confirm.	
19.	Clause 3.4 on page 64 of the Agreement Liability of the Consultant	<p>Upon contract award, we would like to add in the final Agreement a language that Consultant's liability shall not exceed the 100% of the contract price. We are also not able to link or align liability cap to Insurance covers since Insurance is linked to contingency and not an alternative to contract breach. We request deletion of clause 3.4.4 as the Consultant is willing to indemnify for third-party IPR breach but not such a broad uncapped head. We would need to revisit this entire clause in the final Agreement in order to align Clause 3.4.3 to market practice and define negligence and willful misconduct. Reference RFPs where such Liability of the Consultant has been capped to 100% of the contract price/ agreement fees are:</p> <p>a) Engagement of Consultant for the Review of Tariff Guidelines 2011 and Preparation of Revised Tariff Guidelines issued by Airports Economic Regulatory Authority of India in 2025.</p> <p>b) Providing Consultancy Services for Development of the Strategic Roadmap to transform India Post from a Cost Centre to Profit Centre issued by Department of Posts, Ministry of Communications, Government of India in 2025</p>	No change is contemplated.

		<p>c) RFP For Appointment of Strategic Knowledge Partner for Ministry of Earth Sciences ('MoES'), Government of India on Oceans and Blue Economy Implementation issued in 2024</p> <p>d) Hiring of consulting services for conducting "Review of the National Policy on Skill Development and Entrepreneurship 2015" under SANKALP issued by Ministry of Skill Development and Entrepreneurship, Government of India in 2023.</p>	
20.	<p>Clause 3.4.4 Page no-65 of the Agreement</p> <p>This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.</p>	<p>Any recommendations provided by the Consultant will be mutually discussed in detail the Authority (in line with Schedule 1, Section 4 Deliverables). Further, the recommendations on the asset value shall be heavily linked to the market dynamics at the time of the monetization activity. Accordingly, we request the Authority to limit the liability to the contract value under any circumstance.</p> <p>Additionally, we request that the consultant's liability be strictly limited to the contracting party and not extend to any third party. Kindly confirm.</p>	No change is contemplated.
21.	<p>7.2.1 Liquidated Damages for error/variation: In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated</p>	<p>For Point 7.2.1: Any recommendations provided by the Consultant will be mutually discussed in detail the Authority (in line with Schedule 1, Section 4 Deliverables). Further, the recommendations on the asset value shall be heavily linked to the market dynamics at the time of the monetization activity.</p>	No change is contemplated.

	<p>damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.</p> <p>7.2.2 Liquidated Damages for delay: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise.</p>	<p>Accordingly, we request that this clause pertaining to Liquidated Damages for error/ variation is removed from the Agreement. Kindly confirm.</p> <p>For Point 7.2.2: We propose to mutually discuss and amend any penalty terms and that such penalties are applicable for any delay only in the event that they are solely and directly attributable to the Consultant. Further, if the delay is solely and directly attributable to Client, Consultant shall not be liable for any such delay or exposed to penalties. If in such an event, Consultant team support is needed beyond the agreed timelines. Such Consultant extended support shall be at an additional cost to Client. Accordingly, we request upon award of contract, such clarification language forms part of the final Agreement. Kindly confirm.</p> <p>Collectively, we propose that such penalties not to exceed maximum value of 10% of the Consultancy Fee.</p>	
22.	<p>Clause 3.6 on Page 66 of Agreement</p> <p>Accounting, inspection and auditing</p>	<p>While we agree to limited audit terms, we propose to amend the clause with the understanding that nothing shall obligate us to disclose any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with our business, payroll information, or information or material that constitute, in our opinion, legally privileged documents or information that we are bound to maintain as confidential by written obligation to a third party.</p>	<p>No change is contemplated.</p>

		Any audit shall be with prior notice, conducted on reasonableness and limited to the extent of services provided under the engagement. At no given point audit shall allow access to Consultant's internal system. We request a caveat to this extent is added to the audit clause in the final Agreement.	
23.	<p>8. Completion of services – Page 52 of TOR</p> <p>All the deliverables shall be compiled, classified and submitted by the Consultant to the Authority in soft and hard form. The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant. Unless completed earlier, the Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Consultancy shall in any case be deemed to be completed upon expiry of 1 (one) year from the Effective Date, unless extended by mutual consent of the Authority and the Consultant.</p>	We request the authority to kindly reduce the Acceptance period to thirty (30) days for the purpose of this clause.	No change is contemplated.

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