

Corrigendum-II

Subject: RFP- Evaluation of the Scheme on Promotion of Agriculture Mechanization for In-Situ Management of Crop Residue- Changes in RFP & Response to Pre-Bid Queries - regarding.

1. This Corrigendum forms an integral part of the above RFP
2. Pursuant to the release of the RFP for engagement of a Consultancy Firm to support in the Evaluation of the Scheme on Promotion of Agricultural Mechanization for In-Situ Management of Crop Residue in the States of Punjab, Haryana, Uttar Pradesh and NCT of Delhi, issued by DMEO, NITI Aayog 21.01.2022, following is the amendment in the RFP. The deletions in the earlier text of the RFP are indicated as strikethrough and the additions are underlined.

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1	Terms of Reference	<p>6. Deliverables & Timeline Timelines for the above deliverables would be as follows:</p> <table border="1"> <thead> <tr> <th>S. N</th> <th>Activity</th> <th>Deadline</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Signing of Contract</td> <td>T</td> </tr> <tr> <td>2</td> <td>Inception report</td> <td>T+14 <u>21</u> days</td> </tr> <tr> <td>3</td> <td>Finalization of Inception report based on comments by NITI Aayog</td> <td>T+20 <u>28</u> days</td> </tr> <tr> <td>4</td> <td>Mid-term report</td> <td>T+40-60 days</td> </tr> <tr> <td>5</td> <td>Sign-off on the mid-term report based on comments by NITI Aayog</td> <td>T+47 <u>67</u> days</td> </tr> <tr> <td>6</td> <td>Completion of Field Survey</td> <td>T+60 <u>80</u> days</td> </tr> <tr> <td>7</td> <td>Draft Evaluation report</td> <td>T+75 <u>105</u> days</td> </tr> <tr> <td>8</td> <td>Comments on Draft Evaluation report by NITI Aayog</td> <td>T+82 <u>112</u> days</td> </tr> <tr> <td>9</td> <td>Sign-off on the Final Evaluation Report</td> <td>T+90 <u>120</u> days</td> </tr> </tbody> </table>	S. N	Activity	Deadline	1	Signing of Contract	T	2	Inception report	T+14 <u>21</u> days	3	Finalization of Inception report based on comments by NITI Aayog	T+20 <u>28</u> days	4	Mid-term report	T+40- 60 days	5	Sign-off on the mid-term report based on comments by NITI Aayog	T+47 <u>67</u> days	6	Completion of Field Survey	T+ 60 <u>80</u> days	7	Draft Evaluation report	T+75 <u>105</u> days	8	Comments on Draft Evaluation report by NITI Aayog	T+82 <u>112</u> days	9	Sign-off on the Final Evaluation Report	T+90 <u>120</u> days
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6	Annex-6: Payment Schedule	3. Draft evaluation report shall be completed in 11 (eleven) weeks 15 (fifteen) weeks excluding the time taken by the Authority in providing its comments on the Draft evaluation report. The Consultant may take 1 (one) week for submitting its Final Evaluation Report after receipt of comments from the Authority.																																																																								
7	APPENDIX-II (See Clause 2.1.3) Form-2	5. All costs shall be reimbursed on production of a Statement of Expenses, duly certified by the Authorised Representative. However, no details of expenditures would be sought for overhead expenses, which will be reimbursed in proportion to the total expenses under Item D. 6. The reimbursement of expenses shall be limited to the amounts indicated above. 7. Savings of upto 20% (twenty per cent) under any head of expenditure specified in the summary of Financial Proposal may be reappropriated by the Consultant and added to any other head of expenditure, subject to a ceiling of 10% (ten per cent) in respect of the recipient head of expenditure. Upon Notification of such reappropriation to the Authority, the Financial Proposal shall be deemed to be amended, and payment shall be made accordingly. 8 5 No escalation on any account will be payable on the above amounts. 9. 6 All other charges not shown here and all insurance premia are considered included in the person day rate/ overhead/ miscellaneous expenses. 10. 7 . The Authority may require the Key Personnel to visit the Project/ the Authority's offices for further consultations after their Final Evaluation Report has been accepted. The cost (remuneration including personal allowances) of 7 (seven) person days of each Key Personnel is included in the Financial Proposal. The Authority may require upto 15 (fifteen) extra days of consultation with any or all Key Personnel on payment of additional charges. For any increase as compared to the aforesaid 7 (seven) days,																																																																								

¹ Refer to the modified excel Form-8

² Refer to the modified excel Form-9

³ Refer to the modified excel Form-10

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		<p>payment shall be computed solely on the basis of relevant person day rates specified in the Financial Proposal. In all cases, return full fare economy class airfare shall be reimbursed in addition, as per actuals.</p> <p>11. 8. The Authority may require Professional Personnel to visit the Project/the Authority's offices for further consultations or undertake desk work after the report has been accepted. The Additional Costs on this account shall be paid to the Consultant as per agreed person day rates and economy return airfare as per actuals shall also be reimbursed. However, the total number of additional person days requisitioned hereunder shall not exceed 120 (one hundred and twenty)</p> <p>12. 9. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.</p> <p>13. For the purposes hereof Statement of Expenses means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the person days spent on the Consultancy</p>
8	APPENDIX-I Form-11: Proposal for Sub- Consultant(s)	<p>Note:</p> <p>1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 12 6 and 13 9 of Appendix-I.</p>

3. All the other terms and conditions of the RFP shall remain unaffected.
4. The responses to the queries have been enclosed.

RFP for Consultancy for Evaluation of the Scheme on Promotion of Agricultural Mechanization for In-Situ Management of Crop Residue in the States of Punjab, Haryana, Uttar Pradesh and NCT of Delhi

Pre-Proposal Conference

List of Queries with Responses

S. No.	Section	Clause #/Page No.	Query/Suggested Changes by the applicants	Response of Authority
1	Term of Reference	Point: 4 Primary Data Collection Methodology; sub point b-Sampling, Pg. 48-49	As per the table given on page no. 49 –“The minimum number of respondents of beneficiary/farmer survey to be interviewed” mention the State Madhya Pradesh with min. no. of 3 districts, 11 villages and total no. of 172 beneficiaries. However, in the bifurcation part of the beneficiaries i.e., min. no. of individual farmers and FMBs/CHCs are not given or not-available. As per our understanding, the sample size calculated for MP state is determined based on minimum no. of beneficiaries in any selected state (i.e., Haryana). We request you to please clarify whether our understanding in this regard is correct?	Yes
2	Terms of Reference	Point: 4 Primary Data Collection Methodology; sub point b-Sampling, Pg. 48	As per the TOR, in case of Madhya Pradesh, the minimum number of 3 districts with higher number of crop residues burning events will be covered or selected. As there are no beneficiaries in Madhya Pradesh under this scheme and only crop residue burning events are given in the RFP for Madhya Pradesh. In that case whether we have to only assess the status of crop residues burning events in the M.P. over the years or we have to cover the respondents that would be selected in consultation with DMEO. Further, please clarify the following: How we'll do the combine evaluation of given scheme for selected state along with Madhya Pradesh (since the scheme is not implemented in the state and there will be no beneficiaries)? – Whether the questionnaire developed for Madhya Pradesh would be different from other selected states?	Please refer to RFP Terms of Reference (TOR) footnote no. 22 which is clear and self explanatory. As mentioned in the RFP TOR clause 4.b, Madhya Pradesh has been added to the sample for a comparative analysis of a state with high crop residue burning events (but not covered under the Scheme) and the states which are covered under the Scheme.
3	Appendix-II FORM-3: Estimate of Personnel costs	Page. 114	The RFP document mention the submission of Form-3: Estimate of Personnel Cost as a part of Financial Proposal. It does not mention anything about its mode of submission (either in excel or in pdf form along with other documents). In view of above, we request client to please clarify how this form will be submitted.	Form 3: All forms of Appendix II i.e Financial Proposal duly filed and signed has to be scanned and uploaded on cpp portal in pdf format. Additionally, Form-2 (BOQ) of Appendix II has to be uploaded on cpp portal in Excel format.
4	2. Instructions to Applicants, A. General 2.1 Scope of Proposal, clause 2.1.3	Page 13, Clause 2.1.3	The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. We understand that in addition to the Appendix I and II to be uploaded as pdf, the forms provided in excel files also need to be filled out and uploaded separately with same information. Kindly confirm.	This understanding is correct. For a full list of what has to be submitted in the Technical and Financial Proposals kindly refer 2.14.2 and 2.15.1 read together with 2.16.3

5	2.2 Conditions of Minimum Eligibility of Applicants, Clause 2.2.2 (A), 3. Criteria for Evaluation 3.1 Evaluation of Technical Proposals, Clause 3.1.4 Eligible Assignments	Page 15, Clause 2.2.2 (A) Page 33, Clause 3.1.4	<p>The Applicant shall have, over the past 6 (six) years preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4.</p> <p>the following projects shall be deemed as eligible assignments (the "Eligible Assignments"): □ (i) Agriculture and related sectors study in India covering a minimum sample size of 250 respondents. Or (ii) Evaluation studies in rural sector in India covering a minimum sample size of 250 respondents. Provided that the Eligible Assignments have been completed in the 6 (six) financial years preceding the PDD, or have been initiated in the 6 (six) financial years preceding the PDD and are currently ongoing. Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs 25 lakhs for such assignment Request to modify as below. The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4. Request to modify as below. the following projects shall be deemed as eligible assignments (the "Eligible Assignments"): Request to modify as below. The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4. Request to modify as below. the following projects shall be deemed as eligible assignments (the "Eligible</p>	No change is contemplated.
6	2.2 Conditions of Minimum Eligibility of Applicants, Clause 2.2.2 (B) Financial Capacity	Page 15, Clause 2.2.2 (B)	<p>The Applicant shall have received a minimum income of Rs. 1 (one) crore per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. Given the strategic nature of the assignment, we request you to consider increasing the minimum income of the Applicant to Rs 100 (hundred) crores per annum.</p> <p>We request to kindly consider professional fees billed/ total revenue (income statement) as the parameter instead of income received (cash flow statement).</p>	No change is contemplated.
7	2.2 Conditions of Minimum Eligibility of Applicants, Clause 2.2.2 (D) Conditions of Eligibility for Key Personnel	Page 15, Clause 2.2.2 (D)	<p>Team Leader - Master's Degree (or equivalent) in Economics/ Statistics/ Management/ Agriculture/ related subject (s) It is requested to allow the team leader with minimum 12 years of experience, which should be sufficient qualification for the role proposed for the position.</p>	No change is contemplated.

8	2.3 Conflict of Interest, Clause 2.3.3 (a)	Page 17, Clause 2.3.3 (a) Conflict of Interest	<p>The Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013.</p> <p>We understand the guiding principles for identifying and addressing the Conflict of Interest.</p> <p>In reference to the words "directly or indirectly", we request if this clause be made applicable to the team members being proposed as part of the project. As, given the size and scale of operations of the firm, it may be difficult to confirm / adhere to the clause.</p>	No change is contemplated.
9	2.14 Technical Proposal, Clause 2.14.2 (g)	Page 23, Clause 2.14.2 (g)	<p>The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected.</p> <p>Considering the timelines laid out in RFP for submission of proposal, request to please consider CVs with signature of Authorized Signatory of Applicant. This will help in timely submission of technical proposal.</p>	No change is contemplated.
10	2.14 Technical Proposal, Clause 2.14.2 (h)	Page 23, Clause 2.14.2 (h) Technical Proposal	<p>The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP.</p> <p>It is requested to consider the undertaking with signature of the Authorized Signatory of the Applicant for all CVs. This will help in timely submission of technical proposal.</p>	No change is contemplated.
11	2.23 Confidentiality	Page 29, Clause 2.23 Confidentiality	<p>"Information relating to the examination, clarification, evaluation, and recommendation....." <input type="checkbox"/> Request</p> <p>to add the following as last sentence of the paragraph:</p> <p>The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year.</p>	No change is contemplated.

12	2.26 Substitution of Key Personnel, Clause 2.26.1	Page 30, Clause 2.26.1 Substitution of Key Personnel	<p>Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.</p> <p>We request you to amend the clause as below:</p> <p>Substitution will, however, be permitted if the Key Personnel is not available for reasons beyond the control of the Applicant (like resignation from the organization, any incapacity or ill health etc.) subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.</p>	No change is contemplated.
13	2.26 Substitution of Key Personnel	Page 30, Clause 2.26.2 Substitution of Key Personnel	<p>As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.</p> <p>It is requested to remove this clause as sometimes substitution may be required due to reasons beyond the control of the consultant. The RFP mentions that in case of substitution of a key personnel, an equally or better qualified and experienced personnel to be provided to the satisfaction of the Authority. This should be sufficient to maintain the quality of the personnel.</p>	No change is contemplated.
14	2.26 Substitution of Key Personnel	Page 30, Clause 2.26.3 Substitution of Key Personnel	<p>Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.</p> <p>We request that substitution of Team Leader should be allowed without attracting a penal provision of deduction of remuneration, if such substitution is on account of reasons that are beyond the control of the Applicant.</p>	No change is contemplated.
15	2.27 Indemnity	Page 30, Clause 2.27 Indemnity	<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>It is requested to modify the clause as follows:</p> <p>Indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.</p>	No change is contemplated.
16	2.31 Proprietary Data	Page 31, Clause 2.31 Proprietary Data	<p>All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority.</p> <p>It may be noted that the pre-existing IPR of DTTILLP will be with DTTILLP</p>	No change is contemplated.

17	Criteria for Evaluation	Page 32, Clause 3.1.2 Evaluation of Technical Proposals	Each Key Personnel must score a minimum of 65% (sixty-five per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 65% (sixty-five per cent) marks or any two of the remaining Key Personnel score less than 65% (sixty-five per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 65% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 65% (sixty-five per cent) or above. We request you to consider allowing at least 10 working days for replacement of key personnel.	No change is contemplated.
18	Criteria for Evaluation	Page 32, Clause 3.1.3	Higher marks to be awarded for collaboration / consortium / partnership with academic institutions. We request to kindly remove this particular text as it may provide advantage to some of the players. If not removed, please clarify the number of marks allocated for the same.	No change is contemplated.
19	Criteria for Evaluation	Page 32, Clause 3.1.3 Evaluation of Technical Proposals	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. The RFP mentions that for applicants the score shall be allocated on a proportionate basis. In most of the RFPs, the marks are assigned based on the range of number of assignments eligible for the proposal and marks are allocated accordingly. It is requested that a similar approach may please be considered and marking according to defined range of number of eligible projects may be done.	No change is contemplated.
20		Page 32, Clause 3.1.3 Evaluation of Technical Proposals	For assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered. No specific parameters have been defined for assigning scores in respect of comparative size and quality of eligible assignments. It is requested that if this can be detailed out by the authority with certain parameters for guidance	No change is contemplated.
21	Criteria for Evaluation	Page 34, Clause 3.4	Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively. We request to modify the weights for Technical Proposal and Financial Proposal as 0.80 and 0.20 respectively, as this will allow selection of higher quality proposals.	No change is contemplated.
22	Miscellaneous	Page 38, Clause 6.3 Miscellaneous	It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future. It is requested to consider deletion of this specific clause.	No change is contemplated.

23	Terms of Reference	Page 47, Clause 3 (b) TOR	<p>The data and methods will involve review of:</p> <ul style="list-style-type: none"> i. National and International development goals and sector documents; ii. Financial data on allocation and expenditures of the schemes; iii. Annual reports of the ministries for output and outcome assessment; iv. Available evaluation reports for output and outcomes assessment; v. Annual progress reports and implementation documents to assess the institutional arrangements; vi. Available evaluation reports done at the district and state level, for the states/districts covered under field study, if applicable; vii. Joint Review Mission reports, Standing Committee reports, Project Approval Board minutes; viii. Evaluations done by non-government agencies. ix. Judgements and any other relevant documents x. Air quality data (including GHGs, etc.) as maintained by CPCB and/or Ministry of Agriculture & Farmers Welfare from 2006 to 2021 to assess the changes in the air quality overtime. <p>We understand that the list of key documents to be referred by Consultant would be mostly available in public domain. In cases where evaluation studies/ reports/ data are not available in public domain, we understand DMEO, NITI Aayog will provide support to the consultant in accessing the same in a time-bound manner given that the findings from the meta-analysis are required to be captured in the Inception Report. Kindly confirm</p>	DMEO will issue letters to appropriate Departments/ Agencies to facilitate access to information on evaluation studies/ reports/ data. However, it will be the responsibility of the consultant to obtain such information on evaluation studies/ reports/ data.
24	Terms of Reference	Page 47, Clause 3 (c) TOR	<p>The drafts of the survey instruments (Questionnaires and discussion guides) would be provided by DMEO.</p> <p>We understand that the drafts provided by DMEO will be finalized based on discussion. Kindly confirm</p>	Please refer to RFP ToR section 3 part c., which is clear and self-explanatory.
25	Terms of Reference	Page 48, Clause 4 (b) TOR	<p>All the districts will be classified in general based on two parameters: number of residue burning events (cumulative for 2016-2020 1st October to 30th November for each year, for which data is available), and the number of beneficiaries who purchased machinery under the scheme during 2018-2020.</p> <p>Please clarify that whether the list of eligible beneficiaries will be provided by the Authority for interaction with the beneficiaries.</p>	It is the responsibility of the consultant to obtain the list of beneficiaries from relevant Department/ agency.
26	Terms of Reference	Page 50, Clause 4 (b) TOR	<p>Additionally, during the FGDs, the Consultant may have to administer a short data-oriented questionnaire (provided by DMEO) to the participants of the FGD. This short questionnaire needs to be administered through CAPI.</p> <p>Please clarify if CAPI is applicable only for such questions during FGDs or for the farmer surveys as well.</p>	Please refer to RFP ToR section 4 part d.Mechanisms to ensure Data Quality, sub part v., which is clear and self-explanatory. CAPI is required to be used for beneficiary/ farmer surveys as well as for the data oriented questionnaire as a part of the FGD.
27	Terms of Reference	Page 51, Clause 4 (d) TOR	<p>In case of household survey, at least 50% data should also be telephonically verified and if not verified via phone, back checks should be undertaken to ensure at least 50% data verification.As per the standard industry practice, telephonic verifications and back checks are limited to few questions in the questionnaire where unique answers are expected. Please clarify</p>	Agreed. The verification/backcheck questions will be finalised after approval of DMEO.
28	Terms of Reference	Page 51, Clause 6 TOR	<p>A Hindi translation of the Final Evaluation Report in hard and soft copy also needs to be submitted.</p> <p>This will need additional time for translation and finalization.</p> <p>We request that the payment for final evaluation report is not linked to Hindi translated copy of report.</p>	No change is contemplated.

29	Terms of Reference	Page 51, Clause 7 TOR Payment Schedule	<p>The payment schedule linked to the specified deliverables above is given below:</p> <p>Key Date No. Description of Deliverables Payment KD1 Inception report approved by Authority 20% KD2 Mid-term report approved by Authority 30% KD3 Draft evaluation report approved by Authority 30% KD4 Final Evaluation Report approved by Authority 20%</p> <p>Since the evaluation would require significant working capital allocation for conducting field surveys and travel, we would like to propose the following payment schedule which would ease working capital availability. Furthermore, we request the payment against deliverables to be linked to submission of reports and not to approval of the reports by Authority.</p> <p>Key Date No. Description of Deliverables Payment KD1 Inception report submission 30% KD2 Mid-term report submission 25% KD3 Draft evaluation report submission 25% KD4 Final Evaluation Report approved by Authority 20%</p>	No change is contemplated.
30	Terms of Reference	Page 54, Clause 11 TOR Miscellaneous	<p>The Consultant shall have/establish an office in Delhi/NCR, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the duration of the project</p> <p>Considering the Covid-19 pandemic, offices have been closed and people have been mostly working from home. Therefore, we request to relax this requirement.</p>	No change is contemplated.
31	Obligations of the Consultant	Page 67, Clause 3.2.5 Conflicts of Interest	<p>The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement.</p> <p>In reference to the words "directly or indirectly", we request if this clause be made applicable to the team members being proposed as part of the project. As, given the size and scale of operations of the firm, it may be difficult to confirm / adhere to the clause.</p>	No change is contemplated.
32	Obligations of the Consultant	Page 69, Clause 3.4.1 Liability of the Consultant	<p>The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.</p> <p>It is requested to consider deletion of this specific clause.</p>	No change is contemplated.
33	Obligations of the Consultant	Page 69, Clause 3.4.2 Liability of the Consultant	<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>It is requested to consider deletion of this specific clause.</p>	No change is contemplated.

34	Obligations of the Consultant	Page 69, Clause 3.4.3 Liability of the Consultant	<p>The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority: □</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 Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.</p> <p>We propose that the term "negligence" be defined as follows. For the purposes of this contract, "negligence" means the Consultant's conduct of so high a degree as to amount to a willful and consciously reckless disregard of agreed professional duty".</p> <p>It is requested to remove linkage of the liability cap to the insurance policy and keep the liability capped at the fees paid. As in keep only the sub clause no. (a) and delete the sub clause (b)</p>	No change is contemplated.
35	Obligations of the Consultant	Page 69, Clause 3.4.4 Liability of the Consultant	<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>It is requested to consider deletion of this specific clause.</p>	No change is contemplated.
36	Obligations of the Consultant	Page 69, Clause 3.5 Insurance to be taken out by the Consultant	<p>The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.</p> <p>This is to inform you that our firm has appropriate and required insurance policy having standard terms and conditions which may be accepted</p>	No change is contemplated.
37	Obligations of the Consultant	Page 70, Clause 3.5.2 (b) Insurance to be taken out by the Consultant	<p>Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws.</p> <p>The firm has Group Personal Accident Policy insurance coverage depending upon the category of the staff and Personal Medical Insurance coverage depending upon the size of the employee's family.</p> <p>It is to be noted that the worker's compensation insurance is not applicable to our firm.</p>	No change is contemplated.
38	Obligations of the Consultant	Page 70, Clause 3.6 (b) Accounting, inspection and auditing	<p>Permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority</p> <p>We understand that only documents pertaining to this project along with the project office only shall be subjected to audit/ inspection by the client, if required. We would request you to confirm the same</p>	No change is contemplated.

39	Obligations of the Consultant	Page 71, Clause 3.9.3 Documents prepared by the Consultant to be property of the Authority	The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority. It is requested to please consider deletion of this specific	No change is contemplated.
40	Obligations of the Consultant	Page 72, Clause 3.12 Accuracy of Documents	The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations. Request to please consider deletion of "at its own cost and risk".	No change is contemplated.
41	Consultant's Personnel and Sub-Consultants	Page 73, Clause 4.4 Substitution of Key Personnel	Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. It is requested to remove this clause as sometimes substitution may be required due to reasons beyond the control of the consultant. The RFP mentions that in case of substitution of a key personnel, an equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. This should be sufficient to maintain the quality of the personnel.	No change is contemplated.
42	Liquidated Damages and Penalties	Page 76, Clause 7 Liquidated Damages and Penalties	Liquidated Damages and Penalties It is requested to limit the upper limit of the entire clause to 10% of the agreement value. The liquidated damages/ penalty clauses should trigger only if the [delay]/ [performance issues] is determined to be on account of reasons solely attributable to the bidder. It is requested to please incorporate that "the liquidated damages will be applicable only for the reasons solely attributable to the Consultant/ Applicant".	No change is contemplated.
43	Liquidated Damages and Penalties	Page 76, Clause 7.2.2	Liquidated Damages for delay We request to kindly consider deletion of this clause. Considering the covid-19 pandemic and frequent lockdowns incl. on weekends, may have an impact on timeline.	No change is contemplated.
44	APPENDIX-I	Page 96, Form 3 Statement of Legal Capacity	I/ We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal Is this part applicable only if the authorized representative is not same as the authorized signatory? In case both are same, then do we still need to fill up this section?	Please refer to the Footnote of RFP Appendix-I Form-3, which is clear and self explanatory.

45	APPENDIX-I	Page 99, Form 5	<p>Annual Revenue (Rs. in million)</p> <p>Certificate from the Statutory Auditor This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees. The table in form 5 mentions annual revenues and the certificate requires to certify the fee received. We request to kindly consider the annual revenues for this assessment readily available from the income statement.</p>	No change is contemplated.
46	APPENDIX-I	Page 104, Form 8 Eligible Assignments of the Applicant	<p>The Applicant should provide details of only those projects that have been undertaken by it under its own name.</p> <p>Clause 2.1.1 on page 13 of the RFP defines Applicant as, "the term applicant (the —Applicant) means the Sole Firm or the Lead Member (in case of a consortium), as the case may be.</p> <p>Does this imply that the projects listed need to be in the name of Lead Member only (in case of a consortium)? Please clarify that whether the eligible projects for other members/ sub-consultants in the consortium can be listed as part of the proposal.</p>	Please refer to RFP clause 2.1.1 which mentions that the term applicant (the "Applicant") means the Sole Firm or the Lead Member, as the case may be. In case of consortium, the projects in the name of the Lead Member only will be considered.
47	APPENDIX-I	Page 104, Form 8 Eligible Assignments of the Applicant	<p>Certification from the Statutory Auditor .In accordance with the format, it may not be possible to obtain authorized certificate from statutory auditor for all the projects within the limited duration of proposal submission.</p> <p>It is requested that the information in desired format duly signed and attested by authorized signatory of the company may be accepted. Work order copies would also be submitted in support of the same.</p>	No change is contemplated.
48	APPENDIX-I	Page 104, Form 8 Eligible Assignments of the Applicant	<p>Payment of professional fees received by the Applicant (in Rs. crore) Request to consider the assignments based on contract value instead of professional fees received.</p>	No change is contemplated.
49	APPENDIX-I	Page 102, Form 6	<p>Signature and name of Key Personnel Request to consider signature of authorised signatory as sufficient.</p>	No change is contemplated.
50	Instructions to Applicants	Page 16, Clause 2.2.5 Conditions of Eligibility of Applicants	<p>Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.</p> <p>It is requested to modify the clause as follows:</p> <p>Applicant has not been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking in India, as the case may be, from participating in any project</p>	No change is contemplated.

51	Instructions to Applicants	Page 16, Clause 2.2.6 Conditions of Eligibility of Applicants	<p>An Applicant or its Associate should have, during the last 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.</p> <p>It is requested to modify the clause as follows:</p> <p>During the last three years, neither the applicant has 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 applicant, nor been expelled from any project or agreement nor have had any agreement terminated for accepted breach by applicant that may have a material adverse impact on its ability to perform the services referred to in the RFP.</p>	No change is contemplated.
52	Instructions to Applicants	Page 17, Clause 2.3.3 Conflict of Interest	<p>Provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant.</p> <p>It is requested that this clause may be made applicable to the team members being proposed as part of the project</p>	No change is contemplated.
53	Appendix-I: Technical Proposal	Page 90, Form 1 Letter of Proposal	<p>6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.</p> <p>It is requested to modify the clause as follows:</p> <p>In the last three years, we or any of our Associates providing services under the RFP have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award in India against the Applicant, nor been expelled from any project or contract by any public authority in India nor have had any contract terminated by any public authority for accepted breach on our part, that may have a material adverse impact on its ability to perform the services referred to in the RFP.</p>	No change is contemplated.
54		Page 91, Form 1 Letter of Proposal	<p>10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.</p> <p>It is requested to modify the clause as follows:</p> <p>In regard to matters other than security and integrity of the country, we or any of our Associates providing services under the RFP have not been convicted by a Court of Law in India or indicted or adverse orders passed by a regulatory authority in India which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.</p>	No change is contemplated.

55		Page 91, Form 1 Letter of Proposal	<p>11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.</p> <p>It is requested to modify the clause as follows:</p> <p>In regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law in India for any offence committed by us or by any of our Associates providing services under the RFP, that may have a material adverse impact on its ability to perform the services referred to in the RFP.</p>	No change is contemplated.
56		Page 91, Form 1 Letter of Proposal	<p>12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees</p> <p>It is requested to modify the clause as follows:</p> <p>No investigation by a regulatory authority in India is pending either against us or against our Associates providing services under the RFP that may affect our ability to provide services under this RFP.</p>	No change is contemplated.
57			We understand that there is no requirement of tender fee/ EMD along with the proposal and only technical and financial proposal need to be submitted via eprocure. Kindly confirm.	Kindly refer 2.20 which is clear and self-explanatory.
58		Page 11, Clause 1.8 Schedule of Selection Process	<p>Proposal Due Date – <input type="checkbox"/> 21st February 2022</p> <p>Considering the detailed information required for Technical and Financial proposals, we request you to extend the last date of submission of proposal by about 2 weeks i.e. up to 7th March 2022.</p>	Please refer to the Corrigendum of the RFP
59		Page 15 – (B) Financial Capacity	<p>2.2.2. (B) Financial Capacity: The Applicant shall have received a minimum revenue of Rs. 1 (one) crore per annum from professional fees during each of the 3 (three) financial years FY 2018- 19, FY 2019-20 and FY 2020-21.</p> <p>Provided that the purpose of empanelment is to support DME0 in conducting in-depth evaluations based on complex data, it would be logical to shortlist large and competent organizations having a considerable turnover to showcase. Therefore, the suggestion is to increase the minimum turnover to Rs. 10-25 crores per annum to elicit responses from high performing organizations to the RFP</p>	No change is contemplated.
60		Page 19- 2.4 Number of Proposals	<p>An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be</p> <p>As we understand that consortium is allowed for the assignment. We would like to seek clarification whether the credentials of member firm will be considered for evaluation of bid.</p>	Please refer to RFP clause 2.1.1 which mentions that the term applicant (the "Applicant") means the Sole Firm or the Lead Member, as the case may be. In case of consortium, the projects in the name of the Lead Member only will be considered.
61		Page 30 – 2.27 Indemnity	<p>2.27 - 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>We request if this clause be reconsidered in terms of the value required to be indemnified by the agency to the Authority. We would request for a lower amount than 3 times the value of the Agreement.</p>	No change is contemplated.

62		Page 32- 3.1.3- Scoring criteria. Point 3- Experience of Proposed Key Personnel of the Applicant	<p>30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; and (ii) other relevant assignments or similar work</p> <p>Given that 70 % of marks are allocated to comparative size and quality of the assignment, we would like to know the range for comparative size of the assignment and how is it allocated to two points</p>	No change is contemplated.
63		Page 33- 3.1.4 Eligible Assignments	<p>Provided that the Eligible Assignments have been completed in the 6 (six) financial years preceding the PDD, or have been initiated in the 6 (six) financial years preceding the PDD and are currently ongoing. We request if the Eligible Assignments completed period can be changed to 10 financial years preceding the PDD instead of 6 as more relevant sized projects may be added for evaluation.</p>	No change is contemplated.
64		Page 33- 3.1.4 Eligible Assignments	<p>Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs 25 lakhs for such assignment</p> <p>We would like to request the professional fees for eligible assignment, prior to PDD, be reduced to 10 Lakhs as such assignments do not have very high fees and the payment is received in phased manner.</p>	No change is contemplated.
65		Page 47- The field study	<p>Recruitment of investigators and training/capacity building of the field investigators</p> <p>We would like to seek clarification on the educational qualification of Field level investigators to be hired for this assignment and whether their profiles to be included with their CVs in the RFP.</p>	The CVs of field investigators are not required to be submitted as a part of the technical proposal.
66	Instructions to Applicants	Page 13- A. General 2.1 Scope of Proposal, clause 2.1.1	<p>Consortium/Association of Firms</p> <p>The RFP document mentions that consultants may submit their responses, either individually (as "Sole Firm") or as lead member of a consortium of firms (the "Lead Member"). However, it is not very specifically mentioned whether the consultants are allowed to associate with other consultants and submit a joint proposal.</p> <p>In view of the above, it is requested to please clarify:</p> <p>A. Whether the consultants can associate with other consultants and submit a joint proposal?</p> <p>B. If consortium/association is allowed, then please clarify whether</p> <ul style="list-style-type: none"> • Empanelled consulting firms can associate only with other empanelled firms? (or) • Empanelled consulting firms can associate with only the non-empanelled firms? (or) • Empanelled consulting firms can associate with both, other empanelled firms and non-empanelled firms 	Please refer to RFP clause 2.1.1 which is clear and self explanatory.
67	Instructions to Applicants	Conditions of Minimum Eligibility of Applicants, 2.2.2. (D) Conditions of Eligibility for Key Personnel, Page no. 15	<p>Conditions of Eligibility for Key Personnel:</p> <p>As regards the educational qualifications of the key personnel, the RFP document (Page 15) that 'For degrees obtained from the accredited foreign Boards/universities, the applicant shall furnish a self-declaration on the academic equivalence to the 'Minimum Educational Qualifications' as defined in Clause 2.2.2 (D)'. We understand that this self-certification is not required for personnel with qualifications from Indian Universities/Boards. It is requested to please clarify whether our understanding in this regard is correct.</p>	The understanding is correct.

68	Criteria for Evaluation	Evaluation of Technical Proposals, clause 3.1.3., Page No. 32	<p>Technical Proposal Scoring Criteria</p> <p>The RFP document (Page 33) mentions that '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'. In this regard, it is submitted that though a firm may score better on other parameters, the above scoring criteria will imply a zero score for parameter on which a consulting firm/CV of key personnel fulfils the eligibility criteria of a minimum number of eligible assignments but does not have projects exceeding the eligibility criteria. This will lead to overall lesser score for the consulting firm/CV of key personnel, irrespective of qualifying the minimum eligibility. Further, if the RFP has also been shared with consulting firms empanelled under Category 'A', 'B' and 'C', the above scoring criteria will almost rule out the possibility of Category 'D' empanelled firms to qualify.</p> <p>In view of the above, it is requested that the above criteria of scoring may please be modified. The consulting firm/CV of key personnel fulfilling the eligibility criteria of a minimum number of eligible assignments, may please be awarded a basic score, rather than awarding no score at all.</p>	No change is contemplated.
69	Terms of Reference	Clause 4 Primary Data Collection Methodology, page 47	<p>Data Collection Instruments</p> <p>The RFP document (Page 47) mentions that 'The drafts of the survey instruments (Questionnaires and discussion guides) would be provided by DMEO'.</p> <p>A. We understand that the drafts of the survey instruments that DMEO will share will include all types of instruments, that is, Key Informant Interviews (KII) Schedules, Focus Group Discussion (FGD) Topic Guides, Facility Visits Checklists/Schedules, Schedules for Household Surveys, and Short Data-oriented Questionnaire to be administered to FGD participants. It is requested to please clarify if our understanding in this regard is correct.</p> <p>B. The RFP document, however, does not present any details reading the length of the above schedules or average time that will be required to administer a schedule to a respondent. The details regarding which schedule will take on an average how much time to be administered completely; it crucial for assessing the resource and manpower deployment; and for estimating the budgetary requirement for undertaking the assignment. In view of this, it is requested to please clarify the average time that will be required duration that will be required to completely administer each of the above-mentioned data collection instruments individually.</p>	<p>Answer to A: Please refer to RFP TOR section 3.c.i which is self-explanatory.</p> <p>Answer to B: The schedules will be of appropriate length which would be required to cover the objectives of the study.</p>
70	Terms of Reference	Primary Data Collection Methodology, Clause 8.1References & Appendices, Page 53	<p>Number of Case Studies</p> <p>As per the RFP document (Page 53), as an appendix to the evaluation report, the consultants are required to submit case studies. However, the number of case studies to be presented is not specified in the document. Documentation of a case study is a specialized activity and will require spending time both, in field and off field. Thus, to estimate the time and resource requirement for documentation of case studies, it is pertinent to have an understanding about the number of case studies to be documented.</p> <p>In view of the above, it is requested to please clarify the number of case studies to be documented as part of the assignment.</p>	The consultant will identify and document suitable case studies

71	Terms of Reference	6. Deliverables & Timelines, page 51	<p>Duration of the Assignment</p> <p>As per the RFP document (Page 51), the proposed timeline for the assignment is 90 days. We would like to submit that the initial phases of the assignment would entail completing some of the most important activities of the assignment, that is, the preliminary meetings/consultations/interactions with DMEP and other concerned stakeholders, finalization of assignment protocols (including sampling), developing the evaluation framework, developing the data collection templates, pilot in 2% of the sample, etc. The success of the assignment would rely on these activities. Thus, these activities would require spending appropriate time on brainstorming interactions with DMEO/other stakeholders and in background preparations for the purpose. Besides, each of the components of the 'Central Sector Scheme', have varied nature and will have different means/modes of evaluation. Given its scope, the proposed assignment is complex assignment entailing qualitative-quantitative mixed data collection in four states, and wide-ranging consultations with different stakeholders. Moreover, verification/quality check, analysis and interpretation of such a mix data will also require spending appropriate time. In addition, the DMEO would also need time to review and give concurrence on the assignment deliverables. However, the proposed timeline of 90 days is very less considering the nature and quantum of work to be carried out. Furthermore, the consultants are expected to complete data collection and submit a midterm report with a period of 20 days of finalization of inception report.</p> <p>In view of the above and based on our experience of undertaking similar assignments, we understand that it would require at between 4-5 months for efficacious execution of the assignment. Thus, it is requested that the assignment duration may please be increased to at least 135 days from the date of signing of contract and the timeline for submission of midterm report.</p>	Please refer to the Corrigendum of the RFP
72		Appendix-I Form-8 'Eligible Assignments of the Applicant'	<p>In Appendix-I Form-8 'Eligible Assignments of the Applicant', the consultants are required to also submit a 'Certificate from the Statutory Auditor/Chartered Accountant' certifying that the information contained in Column 5 of the said Form-8 is correct as per the accounts of the Applicant and/ or the clients. However, Column '5' in Form-8 is 'Name & Telephone No. of Client's representative'. We understand that this is a typographical error, and the Statutory Auditor/Chartered Accountant needs to certify the information contained in Column-7, that is, 'Payment of Professional Fees received by the Applicant'. It is requested to please clarify whether our understanding in this regard is correct.</p>	Please refer to the Corrigendum of the RFP
73		Page 15 - 2.2.2 (B) Financial	For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. We request you to clarify how the bidders will be marked for this criteria	No change is contemplated.
74		Page 15 - 2.2.2 (D) Conditions of Eligibility for Key Personnel	<p>Team leader: Master's Degree (or equivalent) in Economics/ Statistics/ Management/ Agriculture/ related subject (s)</p> <p>We request you to consider Master's degree or equivalent in Environment / Social Sciences also for Team leader and Deputy Team leader position.</p>	No change is contemplated.
75		Page 15 - 2.2.2 (D) Conditions of Eligibility for Key Personnel	<p>Deputy Team Leader: Master's Degree (or equivalent) in Economics/ Statistics/ Management/ Agriculture/ related subject (s)</p> <p>We request you to consider Master's degree or equivalent in Environment / Social Sciences also for Team leader and Deputy Team leader position.</p>	No change is contemplated.

76		Page 15 - 2.2.2 (D) Conditions of Eligibility for Key Personnel	Agriculture Specialist and Economist We believe that the Agriculture Specialist and the Economist would bring in technical expertise and might not have much experience in conducting studies covering minimum sample size of 250 respondents(as per the definition of eligible assignments). We request you to revise the eligible assignments for these two positions as relevant domain / technical experience.	No change is contemplated.
77		Page 30, 2.27 Indemnity	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. We request you to cap the indemnity equal to the value of the agreement.	No change is contemplated.
78		Page 32 - 3.1.3	Relevant Experience of the Applicant Please clarify the number of projects to be submitted under the category of eligible assignments and other similar work	Please refer to RFP clause 3.1.3 which is clear and self explanatory. Any number of assignments can be included by adding rows, if required.
79		Page 33 - 3.1.4: Eligible Assignments	i) Agriculture and related sectors study in India covering a minimum sample size of 250 respondents.Or(ii) Evaluation studies in rural sector in India covering a minimum sample size of 250 respondents. We request you to consider global experience in the sector for eligible assignments.	No change is contemplated.
80		Page 69, 3.4.4	(ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.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. Since, the findings of the study will be based on the data collected from the stakeholders of the schemes, consultant will not be responsible if any damage is caused to third parties because of that. We request you to modify this clause.We also request you to cap the consultant's liability equal to the value of agreement.	No change is contemplated.
81		Page No. 15 2.2.2 To be eligible for evaluation of its Proposal	(A) Technical Capacity: The Applicant must be a legal entity as per Applicable Laws; Individuals are not eligible to participate in this RFP. The Applicant shall have, over the past 6 (six) years preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4. We request the authority to consider Study based experience in any sector with no limitation on professional fee. The modification would allow larger participation for the RFP and would enable the Authorities to select an agency from a larger pool of competitive service providers.	No change is contemplated.
82		Page No. 33 3.1.4 Eligible Assignments	Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs 25 lakhs for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD. We request the authority to consider Study based experience in any sector with no limitation on professional fee. The modification would allow larger participation for the RFP and would enable the Authorities to select an agency from a larger pool of competitive service providers.	No change is contemplated.

83		Page 15 2.2.2	<p>B) Financial Capacity For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. We request the client to clarify the how the weightage advantage will be scored and/or is there any cutoff revenues above which applicants shall be given full marks.</p>	No change is contemplated.
84		Page 30 2.26 Substitution of Key Personnel	<p>2.26.2 As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Given the unforeseen circumstances which may occur during tenure of the project, we request the client to exempt this clause.</p>	No change is contemplated.
85		Page 31 2.31 Proprietary Data	<p>Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential</p> <p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause: Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.</p>	No change is contemplated.
86		Page 32 3.1 Evaluation of Technical Proposals	<p>3.1.3 The scoring criteria to be used for evaluation shall be as follows. S. No. Parameter Maximum Marks Criteria 1. Relevant Experience of the Applicant 25 30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; (ii) other relevant assignments or similar work and (iii) overall turnover, experience and capacity of the firm. We request the client to clarify that what is the criteria to score full marks under this parameter.</p>	No change is contemplated.

87		Page 32 3.1 Evaluation of Technical Proposals	3.1.3 The scoring criteria to be used for evaluation shall be as follows. 3. Experience of Proposed Key Personnel of the Applicant 55 30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; and (ii) other relevant assignments or similar work 3.1 Team Leader 20 3.2 Deputy Team Leader 15 3.3 Agriculture Specialist 10 3.4 Economist 10 We request the client to clarify that what is the criteria to score full marks under this parameter	No change is contemplated.
88		Page 33 3.1 Evaluation of Technical Proposals	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. We request the client to clarify that what is the criteria to score full marks under this parameter.	No change is contemplated.
89		Page 47 3. Scope of service	b. Secondary Research: We understand that client will share the data and reports available with them as well as provide support in gathering data and information from various government departments and bodies. Kindly clarify whether our understanding is correct.	DMEO will issue letters to appropriate Departments/ authorities to facilitate access to information on evaluation studies/ reports/ data. However, it will be the responsibility of the consultant to obtain such information on evaluation studies/ reports/ data, etc.
90		Page 47 4. Primary Data Collection Methodology	a. A quantitative and qualitative study backed with extensive meta-analysis will be conducted to provide a sectoral assessment. The study will consist of following components: i. Key Informant Interviews & Focus Group Discussions- Herein, it is proposed that key informant interviews with ministry/department personnel at national level, state-level implementing bodies, district and block level officials, other stakeholders supporting implementation or indirectly involved in enabling scheme's success and opinion makers at village level. We understand that client will provide support and contacts of relevant stakeholders, wherever necessary, for executing the Key Informant Interviews & Focus Group Discussions. Kindly clarify whether our understanding is correct.	It will be the responsibility of the consultant to gather contacts of relevant stakeholders.
91		Page 48 4. Primary Data Collection Methodology	b. Sampling- A minimum of 1185 beneficiary/ farmer interviews, 167 KIIs and 78 FGDs are proposed to be conducted with the relevant stakeholders for the evaluation of the Scheme. We understand the applicant has follow the sample size shared by the client or the applicant can increase the sample size following the procedure mentioned in RFP. Kindly clarify.	The clause is self-explanatory.

92		Page 50 4. Primary Data Collection Methodology	Key Informant Interviews (KIIs) and Focus Group Discussions (FGDs) The drafts of the discussion guides for the FGDs would be provided by DMEO which the Consultant has to finalise. Additionally, during the FGDs, the Consultant may have to administer a short data-oriented questionnaire (provided by DMEO) to the participants of the FGD. We understand the discussion guides/interview templates/questionnaire for FGDs shall be provided by client and consultant has to finalise it. Kindly clarify whether our understanding is correct.	Please refer to RFP TOR section 3.c.i which is clear and self-explanatory.
93		Page 93/94 Form-5: Financial Capacity of the Applicant	(To be uploaded in attached excel format on CPP Portal; Signed and scanned copy to be separately uploaded in pdf form on CPP portal as per Clause 2.22.3 [a]) Certificate from the Statutory Auditor\$ We understand that excel format will only contain details of the annual revenues in the desired format and certificate from statutory auditor has to be produced on pdf document. Kindly clarify whether our understanding is correct.	This understanding is correct. The certificate from the statutory auditor in the format of Form 5 has to be produced in the pdf document.
94		Page 104/105 Appendix I Form 8	(To be uploaded in attached excel format on CPP Portal; Signed and scanned copy to be separately uploaded in pdf form on CPP portal as per Clause 2.22.3 [a]) Certificate from the Statutory Auditor\$ We understand that excel format will only contain details of the assignment in the desired format and certificate from statutory auditor has to be produced on pdf document. Kindly clarify whether our understanding is correct.	All fields in Form 8 have to be filled up in both Excel and pdf forms. The certificate from the statutory auditor has to be produced in the pdf document. The auditor has to certify that the information in Column 7 of Form 8 is correct.
95		2. Instructions to Applicants; A. General; 2.2 Conditions of Minimum Eligibility of Applicants	(D) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below: Economist: Master's Degree (or equivalent) in Economics/ Agricultural Economics We would request you to revise this to: Economist: Master's Degree (or equivalent) in Economics/ Agricultural Economics/ Management/ Statistics	No change is contemplated.
96		2. Instructions to Applicants; E. Appointment of Consultant; 2.26 Substitution of Key Personnel	As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement. We would request you to revise this to: As a condition to such substitution, a sum equal to 10% (ten per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 20% (twenty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.	No change is contemplated.

97		AGREEMENT; 7. Liquidated Damages and Penalties	<p>7.2.2 Liquidated Damages for delay</p> <p>In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement Value per week, 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. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.</p> <p>We would request you to revise this to:</p> <p>In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.25% (zero point two five per cent) of the Agreement Value per week, subject to a maximum of 5% (five per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.</p>	No change is contemplated.
98		1. Introduction; 1.8 Schedule of Selection Process	<p>Proposal Due Date or PDD - Monday, 21 February 2022</p> <p>We would like to request you for an extension to the submission deadline by a week i.e., from 21st February 2022 to 28th February 2022. Please let us know if this could be considered.</p>	Please refer to the Corrigendum of the RFP
99		Terms of Reference; 4. Primary Data Collection Methodology; b. Sampling	<p>The number of villages to be selected has been decided based on the sample size of beneficiaries/ respondents in view and considering that a minimum of 15 respondents in a selected village is suitable to understand the functioning of the scheme at the village level.</p> <p>Should a listing be conducted to identify the beneficiary households, households practicing agriculture, the ones that own land, etc.? This information will help develop the methodology and allocate resources.</p>	The consultant may do listing if it desires so.
100		Terms of Reference; 3. Scope of Services	<p>a. Reference period of the study: Although the scheme started in 2018-19, the reference period of the study will be from 2014-15 to 2020-21 to conduct pre and post-analysis.</p> <p>Should the pre-assessment scenario be developed based on the secondary literature and data?</p>	Yes
101		Terms of Reference; 4. Primary Data Collection Methodology; Sampling Framework for Beneficiary/ Respondent Survey	<p>Madhya Pradesh has been added to the sample for a comparative analysis of a state with high crop residue burning events (but not covered under the Scheme) and the states which are covered under the Scheme.</p> <p>We would seek support from the project team to finalize the sampled villages in Madhya Pradesh (added for comparative analysis) so that they share similar characteristics (high crop burning events) with the sampled villages where the Scheme is in effect.</p>	As mentioned in the TOR, in Madhya Pradesh, districts with higher number of crop residue burning events will be selected by the consultant. Selection of villages can be based on either systematic random or probability proportional to size sample selection technique.
102		Page 33	<p>"Provided that the Applicant firm claiming credit credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD"</p> <p>We request you to kindly accept all evaluation studies with a sample size of 250+ and remove the professional fee criteria for an opportunity to small but competent organizations.</p>	No change is contemplated.
103		2.2 Conditions of Minimum Eligibility of Applicants, (A) Technical Capacity, Page Number-15	<p>"The Applicant shall have, over the past 6 (six) years preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4."</p> <p>For wider participation it is requested to kindly increase the duration of projects required for eligibility and Technical evaluation from last 6 financial years to 10 years.</p> <p>Kindly consider.</p>	No change is contemplated.

104		2.2 Conditions of Minimum Eligibility of Applicants, (A) Technical Capacity, Page Number-16	Team Leader Master's Degree (or equivalent) in Economics/ Statistics/ Management/ Agriculture/ related subject (s) Length of Professional Experience: 15 Years For wider participation it is requested to kindly modify the clause as; Master's Degree (or equivalent) in Economics/ Statistics/ Management/ Agriculture/Engineering related subject (s) Or Bachelor's Degree (or equivalent) in Economics/ Statistics/ Management/ Energy/ Environment / Engineering related subject (s) with 20 years of experience.	No change is contemplated.
105		2.2 Conditions of Minimum Eligibility of Applicants, (A) Technical Capacity, Page Number-17	Deputy Team Leader Master's Degree (or equivalent) in Economics/ Statistics/ Management/ Agriculture/ related subject (s) Length of Professional Experience: 10 Years For wider participation it is requested to kindly modify the clause as; - Master's Degree (or equivalent in Economics/ Statistics/ Management/ Agriculture// Engineering related subject (s) Or Bachelor's Degree (or equivalent in Economics/ Statistics/ Management/ Agriculture// Engineering related subject (s) with 15 years of experience.	No change is contemplated.
106		2.2 Conditions of Minimum Eligibility of Applicants, (A) Technical Capacity, Page Number-18	Agriculture Specialist Master's Degree (or equivalent) in Agriculture or related subject (s) Length of Professional Experience: 8 Years For wider participation it is requested to kindly modify the clause as; - Bachelor's Degree/Master's Degree (or equivalent) in Agriculture/Engineering or related subject (s) related subject (s) with 10 years of experience.	No change is contemplated.
107		2.2 Conditions of Minimum Eligibility of Applicants, (A) Technical Capacity, Page Number-19	Economist Master's Degree (or equivalent) in Economics/ Agricultural Economics Length of Professional Experience: 8 Years For wider participation it is requested to kindly modify the clause as; - Master's Degree /Bachelor's Degree (or equivalent) in Economics/ Economics/ Agricultural Economics /CA	No change is contemplated.
108		2.2 Conditions of Minimum Eligibility of Applicants, (A) Technical Capacity, Page Number-20	Junior Researcher Master's Degree (or equivalent) in Economics/Statistics/ Management/ related subject (s) Length of Professional Experience: 1 Years For wider participation it is requested to kindly modify the clause as; - Master's Degree (or equivalent)/ Bachelor's Degree in Economics/Statistics/ Management/Engineering related subject (s)	No change is contemplated.
109		Financial Proposal	Rate to be quoted for the assignment should be inclusive of GST or Exclusive of GST kindly clarify.	Please refer to Bill of Quantity excel format and RFP Appendix-II, Form-2: Financial Proposal, which is clear and self explanatory.

110		Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.	Penalties under substitution of Key Experts for First Substitution of 10% and 2nd substitution of 20% may be considered instead of 20% and 50% penalty for substitution. Kindly consider.	No change is contemplated.
111		2.26 Substitution of Key Personnel, 2.26.2, Page number- 30	Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement. Comment: It is requested to kindly modify the clause as ; First Substitution may result in penalty of 10% of remuneration and 2nd substitution may result in penalty of 20% in remuneration. Kindly consider.	No change is contemplated.
112		6.3 Mode of billing and payment, (a), Page number- 83	"A Mobilisation Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid to the Consultant on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in four equal instalments from the first four stage payments due and payable to the Consultant, and the accrued interest shall be recovered from the fifth instalment due and payable thereafter." It is requested to kindly consider the mobilisation advance as interest free as bank guarantee is also to be deposited if advance is sought by the consultant.	No change is contemplated.
113		Terms of Reference, Para 6. Sampling, Page number- 46	As per TOR, a total of 16 districts have to be taken up for the Study- 9 in Punjab, 3 in Haryana, 3 in Uttar Pradesh and 3 in Madhya Pradesh. If the districts for study have been identified, the same may be kindly shared.	The consultant is required to identify the districts based on the details given in the TOR of the RFP with approval of DMEO.
114		Terms of Reference, Para 6. Sampling, Page number- 46	As per TOR, data collection will be conducted with the beneficiaries and key informants in the states of Haryana, Punjab, Uttar Pradesh and Madhya Pradesh It is understood that the study has to be done in states facing problem in management of Crop Residue in the States of Punjab, Haryana, Uttar Pradesh and NCT of Delhi. However, the in para 6 of TOR, the data collection is to be in Haryana, Punjab, Uttar Pradesh and Madhya Pradesh. The minimum nos. of villages, FDGs or KIIs have not been indicated for NCT of Delhi. Kindly clarify.	As given in the RFP, the field study of the study needs to be conducted in Haryana, Punjab, Uttar Pradesh and Madhya Pradesh.
115			Time extension of atleast two weeks may be granted from the date issued of pre-bid minutes.	Please refer to the Corrigendum of the RFP
116	Term of Reference	Clause 1-Background of the Scheme, pg no. 42	Does NITI Aayog wants consultant to study with existing CHC and farmers using crop residual machine? • If yes, Will NITI Aayog provide database for profiling of CHC and Farmers?	Answer to the first question: Please refer to the footnote no. 22 of the TOR of the RFP, which is clear and self explanatory. Answer to the second question: It is the responsibility of the consultant to obtain the database of the CHCs and farmers from relevant Departments/ Agencies.
117	Appendix-1	Form-7-Proposed Methodology and Work Plan Point 3, page 103	At page no. 103 Appendix-I Form-7 Point no.-3 Collaboration with Local Universities and Academic Organizations. Please clarify what kind of information we have to provide for this section.	The clause is clear and self-explanatory. No change is contemplated.

118	Instructions to Applicants	Clause 2.1.4-Key Personnel, Pg 13 & 14	For Agriculture Mechanisation: 5 key Personnel are listed. As per our understanding the scheme extends to more than 5 states spreading over to 78 villages in 18 districts. Shall the Applicant be at option to increase the key Personnel's? Pl clarify	Please refer to Clause 2.1.4 of the RFP, which is clear and self explanatory.
119		Clause 2.14.2-Technical Proposal, pg 23 & 24	Reg Agriculture Mechanisation: Do the applicant need to submit CV for Junior researcher ?	Yes
120	Criteria for evaluation	Clause 3.1.4-Eligibil assignments-Pg. no.33	Rural sector eligible assignments include rural india assignments from any sector?	Please refer to Clause 3.1.4 of the RFP, which is clear and self explanatory.

IDCG