

No. Z-11025/01/2022-DMEO  
Government of India  
NITI Aayog  
Development Monitoring and Evaluation Office

**Dated: 29<sup>th</sup> April, 2022**

**Corrigendum-I**

**Subject: Request for Proposal (RFP) for Empanelment of Institutions for Monitoring and Evaluation of Government Programs**

1. This Corrigendum forms an integral part of the above RFP
2. Pursuant to the release of the Request for Proposal (RFP) for Empanelment of Institutions for Monitoring and Evaluation of Government Programs, issued by DMEO, NITI Aayog 25.03.2022, 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.

S. No.	Clause No.	Provisions in RFP																											
<b>Key clauses</b>																													
1	1.8	<b>Schedule of Selection Process</b> The Authority would endeavour to adhere to the following schedule: <table border="1"><thead><tr><th>#</th><th>Event Description</th><th>Date</th></tr></thead><tbody><tr><td>1</td><td>Last date for receiving queries/clarifications</td><td>Monday, 4<sup>th</sup> April, 2022</td></tr><tr><td>2</td><td>Pre-Proposal Conference</td><td>Tuesday, 5<sup>th</sup> April, 2022</td></tr><tr><td>3</td><td>Authority response to queries</td><td><del>Friday 8<sup>th</sup> April 2022</del> <u>Friday, 29<sup>th</sup> April, 2022</u></td></tr><tr><td>4</td><td><b>Proposal Due Date or PDD</b></td><td><del>Thursday, 5<sup>th</sup> May 2022</del> <b><u>Thursday, 19<sup>th</sup> May 2022 at 1100hrs</u></b></td></tr><tr><td>5</td><td>Opening of Proposals</td><td><del>Friday, 6<sup>th</sup> May 2022</del> <u>Friday, 20<sup>th</sup> May 2022</u></td></tr><tr><td>6</td><td>Issue of Letter of Empanelment (LOE)</td><td><del>Tuesday, 24<sup>th</sup> May 2022</del> <u>Friday, 10<sup>th</sup> June 2022</u></td></tr><tr><td>7</td><td>Signing of Agreement for Empanelment</td><td><del>Monday, 31<sup>st</sup> May 2022</del> <u>Friday, 17<sup>th</sup> June 2022</u></td></tr><tr><td>8</td><td>Validity of Applications</td><td>120 days of Proposal Due Date</td></tr></tbody></table>	#	Event Description	Date	1	Last date for receiving queries/clarifications	Monday, 4 <sup>th</sup> April, 2022	2	Pre-Proposal Conference	Tuesday, 5 <sup>th</sup> April, 2022	3	Authority response to queries	<del>Friday 8<sup>th</sup> April 2022</del> <u>Friday, 29<sup>th</sup> April, 2022</u>	4	<b>Proposal Due Date or PDD</b>	<del>Thursday, 5<sup>th</sup> May 2022</del> <b><u>Thursday, 19<sup>th</sup> May 2022 at 1100hrs</u></b>	5	Opening of Proposals	<del>Friday, 6<sup>th</sup> May 2022</del> <u>Friday, 20<sup>th</sup> May 2022</u>	6	Issue of Letter of Empanelment (LOE)	<del>Tuesday, 24<sup>th</sup> May 2022</del> <u>Friday, 10<sup>th</sup> June 2022</u>	7	Signing of Agreement for Empanelment	<del>Monday, 31<sup>st</sup> May 2022</del> <u>Friday, 17<sup>th</sup> June 2022</u>	8	Validity of Applications	120 days of Proposal Due Date
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3. All the other terms and conditions of the RFP shall remain unaffected.
4. The response to the queries has been enclosed.

**Empanelment of Institutions for Monitoring and Evaluation of Government Programs**

**Responses to the Queries of Bidders**

<b>S.No.</b>	<b>Clause No. of the RFP</b>	<b>Query</b>	<b>Response</b>
<b>Invitation for Proposal</b>			
1	1.2	We were empaneled earlier with Planning Commission of India as research & evaluation agency.	Please refer to RFP Clause 1.2 which is clear and self-explanatory.
2	1.2	AJNIFM is one of the empaneled institutions of NITI Aayog and registered for SAMAWESH and doing evaluation studies awarded by DMEO. Whether a separate empanelment is required for undertaking M&E work.	Please refer to RFP Clause 1.2 which is clear and self-explanatory.
3	1.2	We want to clarify that if an organization is already empaneled as M&E agency to NITI Aayog than should they need to apply it for again?	Please refer to RFP Clause 1.2 which is clear and self-explanatory.
4	1.2	We are empaneled for Darpan, Niti Aayog. Do we have to again apply for the RFE or we are deemed empaneled?	Please refer to Clause 1.2 which is clear and self-explanatory.
5	1.2	Those who are currently doing ME of DMEO are to register too.	Please refer to RFP Clause 1.2 which is clear and self-explanatory.
6	2.1.1	Are consortiums allowed?	Please refer to Clause No. 2.1.1 which is clear and self-explanatory. Also, please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory.
7	2.1.1	Consortiums members can be for-profit, if lead members are not-for-profit	Please refer to Clause No. 2.1.1 which is clear and self-explanatory. Also, please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory.
8	2.1.4	CVs of how many Sectoral experts should be submitted? Is it linked to the number of years of Sectoral experience the agency has?	Please refer to Clause No. 2.1.4 (Key Personnel) which is clear and self-explanatory.
9	2.1.4	Team composition as mentioned in the RFP is prescriptive and does not reflect the actual requirements which should be on case to case basis only - viz different for each assignment	Please refer to Clause No. 2.1.4 (Key Personnel) which is clear and self-explanatory.
10	2.1.4	Team composition is prescriptive as it stands, needs to be flexible and dependent on the assignment involved	Please refer to Clause No. 2.1.4 (Key Personnel) which is clear and self-explanatory.

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<b>S.No.</b>	<b>Clause No. of the RFP</b>	<b>Query</b>	<b>Response</b>
11	2.2.1	Suppose, instead of the Institution, an employee has completed evaluation assignment, then can the institution be eligible?	Please refer to Clause No. 2.2.1 which is clear and self-explanatory.
12	2.2.2	Are For-Profit Organizations eligible to bid?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
13	2.2.2	Are profit making organizations those are working as M&E consultant are applicable for this.	Clause No. 2.2.2 (A) Technical Capacity is clear and self-explanatory.
14	2.2.2	Can "KPMG Assurance and Consulting Services LLP" as an entity submit its proposal for this empanelment?	Clause No. 2.2.2 (A) Technical Capacity is clear and self-explanatory.
15	2.2.2	Is this empanelment open for consultancy organizations that undertake monitoring and evaluation work but outsource data collection activity to survey agencies?  If yes, what would be the scoring criteria as such organizations would not suffice some of the criteria that are meant for survey agencies?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory regarding the eligible organizations. Please refer to Clause 3.1 Evaluation of Technical Proposals for Empanelment which is clear and self-explanatory regarding scoring criteria.
16	2.2.2	We request the authority to consider registered Entity registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932 with their registered office in India for the last five years. The modification as it will allow larger participation for the RFP and would enable the Authorities to select an agency from a larger pool of competitive service providers.	Please refer to Clause No. 2.2.2. (A) Technical Capacity which is clear and self-explanatory. No change is contemplated

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<b>S.No.</b>	<b>Clause No. of the RFP</b>	<b>Query</b>	<b>Response</b>
17	2.2.2	<p>We request adding Public Limited Companies to the types of organization, as reasoned below.</p> <p>The scope of the services required is quite complex and wide ranging. Some of the subjects require specialized knowledge and skills (e.g. infrastructure sector performance reviews, performance evaluation of PSEs, data quality, capacity building) while there are some subjects which will require capability to deploy resources in field at short notice and also manage them (e.g. program management unit) – these specialized knowledge/ skills/ capabilities can be effectively provided by professional firms. At this empanelment stage, DMEO may consider accepting the suggested addition (Public Limited Companies) and later at the specific tender procurement stage, select the winning bidder from amongst the empaneled Non-Profit Organizations/ Academic &amp; Research Institutions/ Public Limited Companies.</p> <p>Professional firms can bring in diverse and practical experiences in terms of studies/ research assignments/ sector transactions/ training and capacity building/ cross-functional assessments/ solution implementation, etc. Having access to a large resource pool and management capabilities, such firms can quickly design guidelines, toolkits, checklists, standard operating procedures, manuals, training sessions, workshops, handhold the stakeholders, etc.</p>	Please refer to Clause No. 2.2.2. (A) Technical Capacity which is clear and self-explanatory. No change is contemplated
18	2.2.2	In case the above suggestion of Public Limited Companies is not acceptable we request to allow Government recognized/ empaneled firms providing Research and Advisory services	Please refer to Clause No. 2.2.2. (A) Technical Capacity which is clear and self-explanatory. No change is contemplated
19	2.2.2	We suggest including assignments up to past 8 (eight) years.	Please refer to Clause No. 2.2.2. (A) Technical Capacity which is clear and self-explanatory. No change is contemplated
20	2.2.2	Please clarify if “For Profit Private Limited Organization” are eligible to participate for this empanelment? If No, we request the authority to include “For Profit Private Limited Organization” also to apply for this empanelment.	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.

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<b>S.No.</b>	<b>Clause No. of the RFP</b>	<b>Query</b>	<b>Response</b>
21	2.2.2	Kindly confirm whether for-profit organizations can apply or not	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory.
22	2.2.2	It is requested that for clear understanding, the clause be modified to allow for participation of firms/company/ LLP /sole proprietorship/partnership which are registered with the appropriate authority in India.	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
23	2.2.2	we are a Limited Liability Partnership Firm, kindly let us know whether or not we are eligible to apply. Also, to bring to your notice we are already empaneled with DMEO as survey institution under category B.	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
24	2.2.2	To omit restriction and encourage wider participation in the RFP for empanelment, submission is to consider profit firms / Big Fours given the monitoring and evaluation experience of government programmes and schemes these hold in the sectors.	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
25	2.2.2	One query- Are for profit, consulting forms eligible to apply for this	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
26	2.2.2	Kindly Clarify "Research organizations, universities, academic institutions, think-tanks, and established non-government organizations." Is this Empanelment only for the Research organizations, universities, academic institutions, think-tanks, and established non-government organizations?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory.
27	2.2.2	Are companies (private or public ltd) not eligible for this?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory.
28	2.2.2	Whether a Private Limited Company is eligible to apply?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory.
29	2.2.2	Kindly clarify whether Consulting firms under Company's act are eligible to apply or not	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory.
30	2.2.2	Kindly clarify in case of NGO- we haven't pay 1 crore as professional fees. Are we eligible?	Please refer to Clause No. 2.2.2 (B) Financial Capacity which is clear and self-explanatory.

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<b>S.No.</b>	<b>Clause No. of the RFP</b>	<b>Query</b>	<b>Response</b>
31	2.2.2	We request that all companies registered under company's act be allowed to participate in this empanelment.	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
32	2.2.2	We request you to also allow for-profit advisory/consulting organizations as many of them bring a diverse skill set and perspectives from ground as part of their various assignments done for various governmental/non-governmental agencies. The empanelment may be restricted to for-profit organizations that have past M&E experience of government programs	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
33	2.2.2	Kindly Clarify whether Private entity is eligible to apply the tender or not?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory.
34	2.2.2	We are a for-profit organization, registered under the Indian Companies Act. Are we eligible for this?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
35	2.2.2	Kindly Clarify whether profit advisory/consulting organizations are eligible to apply or not?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
36	2.2.2	Are MSME exemptions are allowed to be claimed for this empanelment?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
37	2.2.2	Whether organizations registered under Company Act as Private or Public limited are eligible?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory.
38	2.2.2	The qualified bidders are presently limited to NGOs, academic and research institutions which is creating silos as it does not involve actual practitioners viz. consultancy organizations involved in support to implementation of government programs etc thereby leaving a huge void to the detriment of the GOI efforts at M & E of national programs	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.

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39	2.2.2	Is this empanelment open for consultancy organizations that undertake monitoring and evaluation work but outsource data collection activity to survey agencies? If yes, what would be the scoring criteria as such organizations would not suffice some of the criteria that are meant for survey agencies?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory regarding the eligible organizations. Please refer to Clause 3.1 Evaluation of Technical Proposals for Empanelment which is clear and self-explanatory regarding scoring criteria.
40	2.2.2	Kindly clarify if deemed govt. organizations are eligible for this empanelment?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory.
41	2.2.2	In the RFP u gave weightage of 3 -10 marks to Financial Capacity-min average of 1 crore professional fee in a year. Which we don't have, will you directly disqualify us or only we don't get the marks for this point	Please refer to Clause No. 2.2.2 (B) Financial Capacity which is clear and self-explanatory. No change is contemplated.
42	2.2.2	The view of DMEO is absolutely unfair not allowing private sector companies.	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
43	2.2.2	Full time requirement of staff is an outdated concept and should be done away with to yield greater flexibility	Please refer to Clause No. 2.2.2 (C ) Availability of Key Personnel which is clear and self-explanatory. No change is contemplated.
44	2.2.2	Are Government Owned, but not Non-Profit Organizations eligible?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
45	2.2.2	Kindly consider Profit making private limited companies also to submit the proposal	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
46	2.2.2	No M & E exercise at national level should be on the basis of silos and should involve private sector agencies which has excellent credentials (and conflict of interest can easily be assessed, if any).	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
47	2.2.2	If the University wants to apply for empanelment, then by what name they should apply?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory.

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48	2.2.2	Kindly consider Profit making private limited companies also to submit the proposal	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
49	2.2.2	Many Monitoring, Learning and Evaluation organizations, having strong credentials on MLE, are for profit in nature. Since this empanelment is for longer duration (3 yrs) and would encompass important M&E activities of different ministries and departments, we request you to allow private limited companies. This is a request, I understand you said you would get back on this.	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
50	2.2.2	Can multiple departments from same university can apply based on their expertise?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory.
51	2.2.2	If a firm is Government Owned but not recognized by UGC but under Central Ministry, is those firms eligible?	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory.
52	2.2.2	As per point no. 2.2.2 departments /Centre for excellence under academic institutions can apply independently. Is there any cap on the number of departments/centers which can apply from a single academic institution/University	Please refer to Clause No. 2.2.2 (A) Technical Capacity which is clear and self-explanatory. No change is contemplated.
53	2.4	As there are 21 themes / sectors as categories for empanelment, can more than one sector theme related empanelment application be submitted by an organization. If so does the organization have to submit separate applications for the different sector themes or one application could be acceptable for a set of sectors	Please refer to Clause 2.4 (Number of Proposals) which is clear and self-explanatory. Also, please refer to Clause 3.2 (Short-listing of the Applicants and Empanelment) which is clear and self-explanatory.
54	2.15	What is an indicative outgoing fee that DMEO is looking for this exercise over 3 years.	Please refer to Clause No. 2.15 (Financial Proposal) which is clear and self-explanatory.
55	2.21	It is suggested that the Performance Security varies with the Work Order value, with upper ceiling of 3%. This shall enable sufficient liquidity in cases of large engagements, which are expense intensive during the initial phase?	Please refer to Clause No. 2.21 (Performance Security) which is clear and self-explanatory. No change is contemplated.



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<b>S.No.</b>	<b>Clause No. of the RFP</b>	<b>Query</b>	<b>Response</b>
56	2.21	In absence of joint mechanism (which involves representatives of Applicant) to ascertain the performance of Personnel, stated clause pertaining to payment deductions may reduce the role of Applicant as key stakeholder in achieving the intended project objectives and result in recurring disputes which may impact progress of the project. Hence, it is suggested to either have a joint mechanism, involving representative(s) from Applicant or remove this clause	Please refer to Clause No. 2.21 (Performance Security) which is clear and self-explanatory. No change is contemplated.
57	2.25	With regard to clause 2.25.1 which says that 'the Authority shall shortlist organizations that meet the eligibility criteria of the Project', will the RFP be sent to all the empaneled agencies or just a few ones	Please refer to Clause 2.25 (Evaluation Process for Project, Proposals and Negotiations) which is clear and self-explanatory. No change is contemplated.
58	2.25	Who would provide the Evaluation methods including sampling?	Please refer to Clause 2.25 (Evaluation Process for Project, Proposals and Negotiations) which is clear and self-explanatory. No change is contemplated.
59	2.25	1) What would be the average duration of an assignment? Can you share an example of a project that DMEO has in mind at least in the short run for the empaneled agencies?	Please refer to Clause 2.25 (Evaluation Process for Project, Proposals and Negotiations) which is clear and self-explanatory.
60	2.25	For the empaneled studies, the entities would primarily rely on data collected by other empaneled entity? Is that understanding correct?	Please refer to Clause 2.25 (Evaluation Process for Project, Proposals and Negotiations) which is clear and self-explanatory.
61	2.26	It is suggested that substitution/replacement of the Personnel be allowed in cases of resources' departure from firm/organization	Please refer to Clause No. 2.26 (Substitution of Key Personnel) is clear and self-explanatory.
62	2.26	It is requested that authority does not impose limits on substitution/replacement of proposed Personnel at least in cases of health issues and resources' departure from firm/organization as this is beyond the control of firm/organization	Please refer to Clause No. 2.26 (Substitution of Key Personnel) which is clear and self-explanatory. No change is contemplated.
63	2.26	Penalty clause of 20% of reduction in fee for first replacement and 50% for second replacement is not only not logical, it can be counter-productive. At best, one-month compensation can be levied as penalty	Please refer to Clause 2.26 (Substitution of Key Personnel) which is clear and self-explanatory. No change is contemplated.

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64	2.27	In line with practice, it is suggested to modify this clause as "The Institution shall, subject to the provisions of the Agreement, 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"	Please refer to Clause No. 2.27 (Indemnity) which is clear and self-explanatory. No change is contemplated.
65	3.1.3	For Sector Expert- PHD Requirement and 1 mark to be reconsidered	Please refer to Clause No. 3.1.3 which is clear and self-explanatory. No change is contemplated.
66	3.1.3	The publications made for Government bodies are largely not published in the name and mostly are under Non- disclosure. Submission to omit the same	Please refer to Clause No. 3.1.3 which is clear and self-explanatory. No change is contemplated.
67	3.1.3	Regrading scoring for publication as we sign non-disclosure agreement with client	Please refer to Clause No. 3.1.3 which is clear and self-explanatory. No change is contemplated.
68	3.1.3	While considering the eligibility for a University, relevant publications of respective team / department will be evaluated, or all documents related to proposal may be submitted.	Please refer to Clause No. 3.1.3 which is clear and self-explanatory. No change is contemplated.
69	3.1.3	Weightage to geographic experience can be restrictive and should be done away with	Please refer to Clause No. 3.1.3 which is clear and self-explanatory. No change is contemplated.
70	3.1.3	The duration and scope of M & E exercises and compensation as a % of project cost should have some semblance of relationship	Please refer to Clause No. 3.1.3 which is clear and self-explanatory.
71	3.1.3	Over emphasis on publications of research activities is to the detriment of consultancy organizations who work on government programs and are not allowed to publish their work.	Please refer to Clause No. 3.1.3 which is clear and self-explanatory. No change is contemplated.
72	3.1.3	We cannot publish research publication as part of consultancy organization as we sign non-disclosure agreement	Please refer to Clause No. 3.1.3 which is clear and self-explanatory. No change is contemplated.
73	3.1.3	What if an institution has multiple entities under its umbrella including a non-profit entity? How this will be evaluated?	Please refer to Clause No. 3.1.3 which is clear and self-explanatory.
74	3.1.4	Rs 15 Lacs as minimum value of assignment is not reflective of the complexity and scope of assignments and the scale and value of funded programmes involved	Please refer to Clause No. 3.1.4 Eligible Assignments which is clear and self-explanatory. No change is contemplated.

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75	3.1.4	In development sector (Not Infrastructure Sector) the amount of Rs 15.00 Lakh is at higher end. Generally, these evaluations range between Rs 5-10 Lakhs. Therefore, qualifying amount should be about Rs. 7.50 Lakh.	Please refer to Clause 3.1.4 (Eligible Assignments) which is clear and contemplated. No change is contemplated
76	3.2	Can an organization be empaneled in multiple sectors?	Please refer to Clause 3.2 (Short-listing of the Applicants and Empanelment) which is clear and self-explanatory.

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<b>S.No.</b>	<b>Clause No. of the RFP</b>	<b>Query</b>	<b>Response</b>
77	4	<p>Request to incorporate the following clauses</p> <p>1. Anti-Bribery and Anti-Corruption: Each Party represents, warrants and undertakes that:</p> <p>(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.</p> <p>(b) Each Party shall, adhere to applicable anti-bribery and corruption laws.</p> <p>(c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any noncompliance with sub-clauses (a) and (b).</p> <p>(d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause</p>	<p>Please refer to Clause 4 (Fraud and Corrupt Practices) of Invitation for the Proposal which is clear and self-explanatory. No change is contemplated.</p>

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<b>S.No.</b>	<b>Clause No. of the RFP</b>	<b>Query</b>	<b>Response</b>
		<p>shall be deemed to be incapable of remedy.</p> <p>2. Economic and Trade Sanctions: As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union (“Sanctions”), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify CRIS if any of these circumstances change, upon occurrence of which, CRIS shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client’s breach.</p> <p>3. Non-Exclusivity: The Client acknowledges that CRISIL or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis.</p> <p>4. Client may notify the Consultant in writing within 10 calendar days of Consultant providing the Deliverables to the Client any substantial non-conformity of the Deliverables vis-à-vis the Requirements. Upon receiving Client’s notification, the Consultant shall rectify the non-conformity verified by it and resubmit the Deliverables to the Client within 15 calendar days. The Deliverables shall be considered “accepted” upon such re-delivery or the expiry of 10 calendar days as stated above,</p>	

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<b>S.No.</b>	<b>Clause No. of the RFP</b>	<b>Query</b>	<b>Response</b>
		<p>whichever is earlier.</p> <p>5. 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. 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.</p> <p>6. The fees and any amounts payable under this Agreement are exclusive of all applicable taxes (including GST), levies, duties etc. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. The GST registration number ("GSTIN") provided by the Client will be used by Consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. Where Consultant issues a credit note to the Client in relation to any invoice, the Client shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by Consultant to the Client. If the Client fails to do so, and this results in additional liability for Consultant, Client shall be liable to be reimburse Consultant for any liability incurred by Consultant (being the tax, interest and any penalties thereon). The current contract pricing are based on an assumption that GST will apply to the services provided by the Consultant to the Client and the consultant is able to</p>	

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<b>S.No.</b>	<b>Clause No. of the RFP</b>	<b>Query</b>	<b>Response</b>
		<p>claim credit of the GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or subconsultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant.</p>	

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<b>S.No.</b>	<b>Clause No. of the RFP</b>	<b>Query</b>	<b>Response</b>
<b>Schedule 1: Terms of Reference</b>			
78	1.8	Is the empanelment process being considered for Impact assessment focused M&E as well as Concurrent monitoring and evaluation of long-term nature for schemes and programmes	Please refer to Clause 1.8 of Terms of Reference (Schedule 1) which is clear and self-explanatory.
79	10	It is requested to have first disbursement of payment amounting to at least 10% of total project value at the time of Work Order issue	Please refer to Clause 10 (Payment Terms and Schedule) of Terms of Reference (Schedule 1) which is clear and self-explanatory. No change is contemplated.
<b>Schedule 3: Form of Agreement for Empanelment</b>			
80	1.11	Additionally, if the NGOs apply for this, will they not have conflict as they will be termed as service providers, and such an arrangement will invite more queries from TAX department and there are instances wherein NPOs 80G and 12A are cancelled by providing such services	Please refer to Clause 1.11 (Tax and Duties) of Schedule 3 (Form of Agreement for Empanelment) which is clear and self-explanatory.
81	2.9	Termination Institution will be entitled to terminate the Agreement by giving 15 days' notice to the Client in case (i) Client fails to pay the amount due against a correct invoice, 30 days after the same becomes due and payable; (ii) if the provision of Services or Deliverables are delayed for the reasons attributable to Client, including but not limited to, Client's failure to perform its obligations under this Agreement for a period beyond 2 months from the date of this Agreement and Client's failure to remedy it this failure within 30 days or within such further period as Consultant may have subsequently approved in writing. Notwithstanding anything to the contrary stated in this Agreement, Consultant shall not be obliged to perform its services or submit any further Deliverables where Client is in breach of its payment obligations under this Agreement.	Please refer to Clause 2.9 of Schedule 3 which is clear and self-explanatory.



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<b>S.No.</b>	<b>Clause No. of the RFP</b>	<b>Query</b>	<b>Response</b>
82	3.4	In all events indemnity can be provided only against loss suffered by Client due to act of gross negligence or act of willful misconduct actually having committed by the Consultant. 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. In no event will the aggregate liability of the Consultant ever exceed the amount of fees paid by Client to Consultant pursuant to the Proposal to which the claim relates during the twelve (12) month period immediately preceding the date such claim arose.	Please refer to Clause 3.4 of Schedule 3 which is clear and self-explanatory.
83	7	We request deletion of LD and penalty terms	Please refer to Clause 7 of Schedule 3 which is clear and self-explanatory. No change is contemplated
84	7.2.2	Project Delay, Suspension or Cancellation: If for any reason (other than Consultant's material breach of the Agreement), the Project is suspended, deferred and/or canceled, then: all amounts paid to the Consultant until the effective date of suspension, deferred and/or cancellation shall be considered 'drop dead fee' and such fee shall not be refundable; and Client shall in addition, pay Consultant all amounts otherwise payable under the Proposal for work done up to the date of suspension, deferment or cancellation. Client acknowledges this does not grant the Client a right to suspend, defer or cancel the Project but is stated as Consultant's rights and are liquidated damages.	Please refer to Clause 7.2.2 of Schedule 3 which is clear and self-explanatory.
85	7.2.2	Liquidated Damages for delay Suggest reducing it to 5%	Please refer to Clause 7 of Schedule 3 which is clear and self-explanatory. No change is contemplated
<b>Appendix III: Financial Proposal</b>			
86	Form 2	Ceiling of 15% on misc expenses as mentioned in the financial proposal format is prescriptive and should be left to the market forces to decide. Please adopt tried and tested ADB format.	Please refer to Form 2 (Financial Proposal) of Appendix III which is clear and self-explanatory. No change is contemplated

