

**NITI Aayog
NRE Vertical- Islands Development**

**Statement of Queries Received from Prospective Bidders and Response
Queries for Packages IV and V**

S.No	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
1.	Notice Inviting Tender	Notice Inviting Tender	5	NITI Aayog invites on-line RFP for National Competitive Bidding (NCB) for Package V Islands from national/ international firms/ organisations/ institutions, which have requisite experience in this field as detailed in the RfP	Please confirm if Group/Parent Company/Sister Company credentials will be considered for evaluation.	Kindly refer to Corrigendum
2.	1.1.5	Background	11	In consultation with the concerned UT Administration and the concerned central Ministries/Departments, it has been decided to undertake the holistic development of additional islands or identified sites in additional islands as per details given below: a. Package IV (total of 10 islands/sites in islands in Andaman & Nicobar): Ramnagar Beach, Kalipur Beach, North Bay (South Andaman) and Chidiyatapu and Rangachang (South Andaman), Karmatang Beach, Aamkunj Beach, Raman Bagicha Beach, Good will Estate (Port Blair), Flat Bay Island (Near Chouldari, South Andaman) and Wright Myo Creek (Ferrargunj Tehsil, South Andaman). b. Package V (total of 5 islands in Lakshadweep): Agatti, Kalpeni, Kadmat, Bitra and Chetlat.	Two packages are being bid out parallelly. Please confirm if the Consultant needs to provide different teams for the two packages, or submit the same team for both packages understanding that only one package will be awarded to one consultant?	RfP is clear and self-explanatory in this regard.
3.	1.1.5	Background	11	In consultation with the concerned UT Administration and the concerned central Ministries/Departments, it has been decided to undertake the holistic development of additional islands or identified sites in additional islands as per details given below: a. Package IV (total of 10 islands/sites in islands in Andaman & Nicobar): Ramnagar Beach, Kalipur Beach, North Bay (South Andaman) and Chidiyatapu and Rangachang (South Andaman), Karmatang Beach, Aamkunj Beach, Raman Bagicha Beach, Good will Estate (Port Blair), Flat Bay Island (Near Chouldari, South Andaman) and Wright Myo Creek (Ferrargunj Tehsil, South Andaman). b. Package V (total of 5 islands in Lakshadweep): Agatti, Kalpeni, Kadmat, Bitra and Chetlat.	Can the same consultant apply in both the packages separately? AND if allowed, can same Key Personnel be nominated in both packages. Requesting clarification.	RfP is clear and self-explanatory in this regard.

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4.	1.1.5	Background	11	<p>a. In consultation with the concerned UT Administration and the concerned central Ministries/Departments, it has been decided to undertake the holistic development of additional islands or identified sites in additional islands as per details given below:</p> <p>a. Package IV (total of 10 islands/sites in islands in Andaman & Nicobar): Ramnagar Beach, Kalipur Beach, North Bay (South Andaman) and Chidiyatapu and Rangachang (South Andaman), Karmatang Beach, Aamkunj Beach, Raman Bagicha Beach, Good will Estate (Port Blair), Flat Bay Island (Near Chouldari, South Andaman) and Wright Myo Creek (Ferrargunj Tehsil, South Andaman).</p> <p>b. Package V (total of 5 islands in Lakshadweep): Agatti, Kalpeni, Kadmat, Bitra and Chetlat.</p>	<p>We would like to enquire on whether the same Applicant can be offered both packages i.e. IV and V, or would different Applicants be selected for each Package. As per our initial assessments, the team requirements for both Packages is very similar. Therefore, if we decide to bid for both packages then we would request if clarity be provided on whether we are required to propose two different teams for both packages i.e. Andaman & Nicobar and Lakshadweep.</p>	<p>RfP is clear and self-explanatory in this regard.</p>
5.	1.1.5	Background	11	<p>b. Package IV (total of 10 islands/sites in islands in Andaman & Nicobar): Ramnagar Beach, Kalipur Beach, North Bay (South Andaman) and Chidiyatapu and Rangachang (South Andaman), Karmatang Beach, Aamkunj Beach, Raman Bagicha Beach, Good will Estate (Port Blair), Flat Bay Island (Near Chouldari, South Andaman) and Wright Myo Creek (Ferrargunj Tehsil, South Andaman).</p>	<p>We request if Authority may like to mention any specific reason for not considering Rutland and Little Andaman Islands in this bid.</p>	<p>No clarification is warranted in this regard.</p>
6.	1.8/2.16/2.17	Background	13,30 and 31	<p>Schedule of Selection Process Proposal Due Date or PDD 17th August, 2020 2.16 Submission of Proposal The Applicants shall submit the Proposal by uploading it on the Central Public Procurement Portal (“CPPP”) at ‘www.eprocure.gov.in’ on or before the specified time on the Proposal Due Date as per clause 1.8. on the said portal, and submission against RFP titles RFP for Technical Consultant for Preparation of Feasibility Report for Holistic Development of Package IV Islands/Sites in Islands. Proposals submitted by any other means including by post, fax, telex, telegrams or e-mail shall not be entertained. 2.17.1 Proposal should be submitted at or before 1100 hrs on the Proposal Due Date specified in Clause 1.8 at the address provided in Clause 1.11.1 in the manner and form as detailed in this RFP.</p>	<p>It is understood that submission of proposal needs to be done through Online mode only on the Central Public Procurement Portal (“CPPP”) and No Hard Copy apart from Online submission of the technical or financial proposal uploaded is required to be submitted at the office of NITI Aayog. But, at Clause 2.17.1 it is mentioned Proposal should be submitted at or before 1100 hrs on the Proposal Due Date specified in Clause 1.8 at the address provided in Clause 1.11.1. Please clarify.</p> <p>Looking to the current situation of CORONA PANDEMIC; may State Governments across India have again started declaring lockdown, in this situation, it is very difficult to submit the Hard Copy through Speed Post/Registered Post/Courier. As enquired, postal services are taking bookings for Medical & Emergency services only. Further, in case of Speed/Registered Post, it will take approx. 10-15 days time to deliver. Therefore, we humbly request you to please consider online submission through online Central Procurement Portal only.</p> <p>Further, it is requested that the last date of Online submission may be extended by 02 weeks from the date of publication of responses to queries</p>	<p>Clause 2.16 is clear and self-explanatory. No change is contemplated.</p> <p>Kindly refer to Corrigendum</p>

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					from NITI Aayog.	
7.	1.8	Schedule of Selection Process	13	Schedule of Selection Process Proposal Due Date or PDD 17 th August, 2020	Due to COVID-19 pandemic situation which is resulting in slowed down preparation of Bids for the firms. We request you to please extend the last date of submission by 4 weeks from the current date of submission.	Kindly refer to Corrigendum in this regard.
8.	1.8	Schedule of Selection Process	13	Schedule of Selection Process Proposal Due Date or PDD 17 th August, 2020	Considering the Covid 19 pandemic, we request the client to allow a bid extension of at least 2 weeks from data of issuance of pre-bid clarifications	Kindly refer to Corrigendum in this regard.
9.	1.8	Schedule of Selection Process	13	Schedule of Selection Process Proposal Due Date or PDD 17 th August, 2020	We request Authority to allow at least 21 days of bid preparation from the day of issue of responses.	Kindly refer to Corrigendum in this regard.
10.	1.8	Schedule of Selection Process	13	.Schedule of Selection Process Proposal Due Date or PDD 17 th August, 2020	We request to extend the Bid submission date and allow at least 21 working days from the date of Clarification/Corrigendum published by the Client.	Kindly refer to Corrigendum in this regard.
11.	1.8	Schedule of Selection Process	13	Schedule of Selection Process Proposal Due Date or PDD 17 th August, 2020	We request to extend the deadline of submission of bid by atleast 2 weeks from the date of uploading of clarifications to queries and issuance of corrigendum by NITI Aayog.	Kindly refer to Corrigendum in this regard.
12.	1.8	Schedule of Selection Process	13	Schedule of Selection Process Proposal Due Date or PDD 17th August, 2020	As the replies to bid will enable us to firm up the s=bidding strategy and may require substantial change in the consortium/approvals/documentations. Request you to extend the due date for submission and provide 3 weeks time, after uploading the replies to queries i.e. August 31, 2020.	Kindly refer to Corrigendum in this regard.
13.	1.8	Schedule of Selection Process	13	Schedule of Selection Process Proposal Due Date or PDD 17 th August, 2020	Esp. due to unprecedented times, Kindly provide us a time extension of atleast 2-3 weeks post clarifications issued by the Client Agency say 31st August 2020	Kindly refer to Corrigendum in this regard.
14.	1.8	Schedule of Selection Process	13	Schedule of Selection Process Proposal Due Date or PDD 17 th August, 2020	We request you to kindly extend the date of submission by 14 days	Kindly refer to Corrigendum in this regard.
15.	1.8	Schedule of Selection Process	13	Schedule of Selection Process Proposal Due Date or PDD 17 th August, 2020	We request the authority to extend the proposal submission by 45 days from the date of received pre-bid queries	Kindly refer to Corrigendum in this regard.
16.	1.8	Schedule of Selection Process	13	Schedule of Selection Process Proposal Due Date or PDD 17 th August, 2020	To prepare a comprehensive proposal with all the tender requirements it will be tough to submit the proposal within 1 weeks of pre bid queries. Further as per the prevailing norms of state and central government a minimum of 2-3 weeks is given after receipt of replies to the queries for submission of bid. Accordingly, we request that the bid submission date may please be revised to three weeks from the receipt of your replies of our queries.	Kindly refer to Corrigendum in this regard.

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17.	2.1	Scope of Proposal	15	2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “ Sole Firm ”) or as lead member of a consortium of firms (the “ Lead Member ”) in response to this invitation. The term applicant (the “ Applicant ”) means the Sole Firm or the Lead Member, as the case may be, who is a company incorporated under the Companies Act, 1956/2013. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.	The RFP permits Consortium to bid but, since the term “Applicant” has been defined to mean the Leader in case of a Consortium it is necessary to have a confirmation that the credentials of members, in the case of a Consortium shall also be recognized and given due weightage. Please confirm that the experience of all Consortium members shall be considered jointly during Technical evaluation of Eligible assignments completed and not just the Lead member’s.	Reference may be had to Clause 3.1 of the RfP which is clear and self-explanatory. Further, Corrigendum may be referred to in this regard. No further changes contemplated
18.	2.1.1	Scope of Proposal	15	2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “ Sole Firm ”) or as lead member of a consortium of firms (the “ Lead Member ”) in response to this invitation. The term applicant (the “ Applicant ”) means the Sole Firm or the Lead Member, as the case may be, who is a company incorporated under the Companies Act, 1956/2013. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.	It is understood that Applicant may participate in this RFP either individually or in Consortium with other firm. Request to please clarify on the maximum number of Consortium Members that are allowed to participate and who can combine their Technical & Financial Capacity to meet the RFP Qualification Criteria for selection.	Kind reference may be had to Clause 3.1 and Corrigendum in this regard. No further changes are contemplated.
19.	2.1.1	Scope of Proposal	15	2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for	The RFP states that consortiums are permitted. Please note that as per our Firm’s policy, the Firm is not legally permitted to enter into any formal consortium agreement as we are a Limited Liability Partnership. However, when there is a need to involve or be in alliance with other service providers, one party will take the lead (with the client) and the other parties will be sub-consultants/ sub-contractors. In this case, GT India would be taking the role of the Lead Member and forming an association with	The RfP is self-explanatory in regard to engagement of a sub-consultant. No further changes are contemplated.

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				undertaking the Consultancy, it may participate in the Selection Process either individually (the “Sole Firm”) or as lead member of a consortium of firms (the “Lead Member”) in response to this invitation. The term applicant (the “Applicant”) means the Sole Firm or the Lead Member, as the case may be, who is a company incorporated under the Companies Act, 1956/2013. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.	another Partner in the form of a Legal MoU and Letter of Association which we shall submit along with our proposal. Request you to kindly allow us to submit a ‘Sub-Consultant’ Agreement in this regard.	
20.	2.2	Conditions of Eligibility of Applicants	17	Applicants must read carefully the minimum conditions of eligibility (the “ Conditions of Eligibility ”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.	We understand that Consortium of firms is allowed to participate and therefore the Conditions of Eligibility can be complied by the consortium firms either jointly or independently including Financial Capacity. Please confirm.	Kindly refer to Clause 2.1.1 and 3.1.1 of the RfP which are clear and self-explanatory. Further, Corrigendum may be referred to in this regard.
21.	2.4	Conditions of Eligibility of Applicants	23	2.4 Number of Proposals No Applicant or its Associate shall submit more than one Application for the Consultancy. 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.	Kindly clarify the maximum number of consortium partners to 3 consortium so as to bring maximum competency in this single diversified project	RfP is clear and self-explanatory.
22.	NA			NA	It is understood that the bidder can also use their group/parent company project credentials as for MNC’s registered in India are local representatives of their foreign counterpart to have better delivery mechanism. This will also allow pooling of competencies and resources to provide the best offer to you. Please confirm.	Kindly refer to Corrigendum in this regard.
23.	2.1.4	Key Personnel	15	The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below:	Please remove the criteria for minimum stay in the project site. It will be as per the requirement of the project.	Kindly refer to Corrigendum in this regard
24.	2.1.4	Key Personnel	17	The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below:	Specific number of days at project site have been mentioned against each personnel and also requirement of all personnel to be stationed in Port Blair for 16 weeks has been indicated. Requesting clarification.	Kindly refer to Corrigendum in this regard.
25.	2.1.4	Key Personnel	17	S/He will be responsible for Environmental Impact Assessment of the Project. S/He shall spend at least [40	40 Days is in square bracket, is it flexible or this is the minimum? What is the impact of increasing or reducing this onsite deployment, please elaborate in the RFP	Kindly refer to Corrigendum in this regard.

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				(forty)] days at the Project site.		
26.	2.2	Conditions of Eligibility of Applicants	17	2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: (A) Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments under each category as specified in Clause 3.1.4.	We request for increasing the period of assessment to 10-15 years for adequate showcasing of strengths across criteria specified. Kindly consider and confirm.	Kindly refer to Corrigendum in this regard
27.	2.2.2 (A)	Conditions of Eligibility of Applicants	17	2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments under each category as specified in Clause 3.1.4.	The requirement under Clause 3.1.4 is of projects with area more than 25 sq kms and capital cost more than Rs.500 Crores. We request for considering past 10 years in view of the same.	Kindly refer to Corrigendum in this regard.
28.	2.2.2 (A)	Conditions of Eligibility of Applicants	17	2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: (A) Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments under each category as specified in Clause 3.1.4.	Amended Clause Suggested - Comment- Amended clause suggested - Technical capacity:The applicant shall have over the past 10 year preceding the PDD, undertaken a minimum of Comment - 5 year is too short of a duration for similar consultancy assignment turn around. It is requested to increase the threshold to past 10 years to allow consultants to present full capability.	Kindly refer to Corrigendum in this regards
29.	2.2.2 (A)	Conditions of Eligibility of Applicants	17	2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: (A) Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments under each category as specified in Clause 3.1.4.	A clarity and distinction between completion of the eligible consultancy assignment and its execution by the respective client is requested. A confirmation that this clause stipulates only the completion of assignment is also requested. Request if validity of Project experience is considered to be extended to last 10 years preceding PDD instead of the current 5 years, considering the large scale of the required project Experience	Kindly refer to Clause 2.2..2(A) and 3.1.4 as well as Corrigendum in this regard
30.	2.2.2 (A)	Conditions of Eligibility of Applicants	17	2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: (A) Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments under each category as specified in	For competitive bidding and to allow maximum participation from experience bidders, request to please consider the experience of having minimum of 02 Eligible assignments undertaken over the past 10 years and relax the criteria as follows: “(A) Technical Capacity: The Applicant shall have over the past <u>10 (ten) years</u> preceding the PDD, undertaken a minimum of <u>2 (two)</u> Eligible Assignments under each category as specified in Clause 3.1.4.”	Kindly refer to Corrigendum in this regard

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				Clause 3.1.4.		
31.	2.2.2 (A)	Conditions of Eligibility of Applicants	17	2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: (B) Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments under each category as specified in Clause 3.1.4.	We understand that the department is preparing a long term holistic development vision for these islands and is looking for adequate experiences and high quality of services. In light of the above, we request the client to please consider technically relevant experience of the past 15 years for the bidders and to reduce minimum eligible assignments under each category to 3 (three) numbers instead of five.	Kindly refer to Corrigendum in this regard. No further changes are contemplated
32.	2.2.2 (A)	Conditions of Eligibility of Applicants	17	2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: (A) Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments under each category as specified in Clause 3.1.4.	Our request is to reduce the no. of required project to 3 nos. for each category with area as 15 sq. km. and include industrial development/SEZ also as eligible assignment for the first category and modify this clause as below; “Experience of undertaking projects in abroad involving creation of holistic vision and integrated India and/or master plans related to maritime/island/coastal/riverine/tourism/city development/Industrial Development/SEZ eco-system including review and assessment of carrying capacity to facilitate sustainable development with each project involving a minimum area of Fifteen (15) sq km. with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost. and nature of the projects i.e. of comparable size, complexity and technicalspecialty” Please also allow to use the credentials (Technical and Financial) of the parent company by the wholly own subsidiary firms.	Kindly refer to Corrigendum in this regard. No further changes are contemplated
33.	2.2.2 (A)	Conditions of Eligibility of Applicants	17	(A) Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments under each category as specified in Clause 3.1.4.	We request the authority to allow the bidder to submit the eligible assignments over the past 10 (ten) years	Kindly refer to Corrigendum in this regard. No further changes are contemplated
34.	2.2.2 (A)	Conditions of Eligibility of Applicants	17	(B)2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: (A) Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments under each category as specified in Clause 3.1.4.	Request you to please consider projects for past 10 years since such comprehensive projects are of long duration and take more than anticipated time to conceptualize on ground. Accordingly request you to please consider ongoing projects with proof of their continuity.	Kindly refer to Corrigendum in this regard. No further changes are contemplated

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35.	2.2.2 (B)	Conditions of Eligibility of Applicants	17	2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: (B) Financial Capacity: The Applicant shall have received a minimum income of [Rs.100 (hundred) crore or US \$ 13.2 million] per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.	Please make it Rs. 50 crore as this is a consultancy project and project budget mat not be so high	RfP is clear and self-explanatory in this regard. No further changes are contemplated
36.	2.2.2(B)	Conditions of Eligibility of Applicants	18	Footnote 3- The ratio of Rs. 2 (two) crore to US\$ 1 (one) million may be maintained if the amount in rupees is modified.	Amended Clause Suggested - The ratio of Rs. 7.75 crore to US\$ 1 (one) million may be maintained if the amount in rupees is modified. Comment- The clause reads INR 50 Cr or US 6.6 million corresponds to 1 USD= INR 75.75	Kindly refer to Corrigendum in this regard
37.	2.2.2 (B)	Conditions of Eligibility of Applicants	18	2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: (B) Financial Capacity: The Applicant shall have received a minimum income of [Rs.100 (hundred) crore or US \$ 13.2 million] per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.	Does the Lead firm have to fulfil the turnover criteria alone or is it combined minimum Rs 100 crore for all members of Consortium, or any one firm of Consortium has to have a minimum Rs 100 crore? Please confirm Since the term "Applicant" has been defined to mean the Leader in case of a Consortium it is necessary to have a confirmation that the credentials of members/s, in the case of a Consortium shall also be recognized and given due weightage.	Kindly refer to Corrigendum in this regard
38.	2.2.2 (B)	Conditions of Eligibility of Applicants	18	2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following: (B) Financial Capacity: The Applicant shall have received a minimum income of [Rs.100 (hundred) crore or US \$ 13.2 million] per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.	Further, we request you to put a cap on turnover to maximum 150 Crore so as most of the good companies in consulting business will have a turnover constraint vis a vis management or companies providing TA services or FM services.	The RfP is self-explanatory in this regard. No further changes are contemplated
39.	2.2.2(B)	Conditions of Eligibility of	18	Financial Capacity: The Applicant shall have received a minimum income of [Rs.100 (hundred) crore or US \$ 13.2 million] per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due	There may be very few individual consultancy firms having minimum Annual Income of Rs. 100 (hundred) crore each. For competitive bidding and to allow more participation from experienced National bidders, request to please relax/modify the criteria of Financial Capacity as follows:	The RfP is self-explanatory in this regard. No further changes are contemplated

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		Applicants		Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.	“(B) Financial Capacity: The Applicant shall have a <u>minimum Annual Turnover of at least INR 50 Crores as professional fees</u> during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively <u>larger turnover</u> shall be given added weightage. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.”	
40.	2.2.2(B)	Conditions of Eligibility of Applicants	18	(A) Financial Capacity: The Applicant shall have received a minimum income of [Rs.100 (hundred) crore or US \$ 13.2 million][1] per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.	Requesting the client to please share detailed evaluation criteria for financial capacity of the bidder. It is requested to have a minimum threshold for screening eligible firms and not have added weightage for larger turnover.	The RfP is self-explanatory in this regard. No further changes are contemplated
41.	2.2.2(B)	Conditions of Eligibility of Applicants	18	Financial Capacity: The Applicant shall have received a minimum income of [Rs.100 (hundred) crore or US \$ 13.2 million] per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.	We understand that Provisional Average Annual Turnover for Financial Year 2019-20 will be considered. Please confirm.	The RfP is self-explanatory in this regard. No further changes are contemplated
42.	2.2.2(B)	Conditions of Eligibility of Applicants	18	Financial Capacity: The Applicant shall have received a minimum income of [Rs.100 (hundred) crore or US \$ 13.2 million] per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.	‘For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage’. Kindly Specify the upper limit/value of revenues for the purpose of evaluation and as per standard procurement procedures.	The RfP is self-explanatory in this regard. No further changes are contemplated

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43.	2.2.2 (D)	Conditions of Eligibility of Applicants	18	Urban Planner /project manager	Post Graduate in Urban Planning/Urban Design or Master Planning related disciplines	Would it be acceptable if the Urban Planner /project manager have a postgraduate degree in Engineering instead of Planning, considering the condition that eligible projects include techno-economic feasibility report?	The provision is clear and self-explanatory. No further changes are contemplated.
44.	2.2.2 (D)	Conditions of Eligibility of Applicants	18	Team Leader	Length of Professional Experience 15 years	Requesting the client to please confirm if international experts with relevant experiences in the feasibility studies/detailed design are allowed to participate.	Please refer to clause 2.1.1 and Form-2 (Appendix-I) which is clear and self-explanatory. No change is contemplated.
45.	2.2.2 (D)	Conditions of Eligibility of Applicants	18	Team Leader	Length of Professional Experience 15 years	Considering the prestigious nature of the project and the technical know-how required; we request the client to increase the minimum length of professional experience of Team Leader to 20 years.	The RfP is self-explanatory in this regard. No further changes are contemplated

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46.	2.2.2 (D)	Conditions of Eligibility of Applicants	18	Project Manager	Length of Professional Experience 10 years	Considering the prestigious nature of the project and the technical knowhow required; we request the client to increase the minimum length of professional experience of Project manager/Urban Planner to min 15 years.	The RfP is self-explanatory in this regard. No further changes are contemplated
47.	2.2.2 (D)	Conditions of Eligibility of Applicants	18	Economic and Financial Expert	MBA (Finance) or Masters' in Economics or Chartered Accountant	We understand that Indian Institute of Management(s) in India, and many other reputed management colleges provide PGDM or PGP in management which is equivalent to MBA degree. Candidates having PGP from IIMs are equivalent to a MBA (finance) candidate. We request you to kindly consider this degree also for the Educational qualification of Economic and Financial Expert.	Kindly refer to Corrigendum in this regard.
48.	2.2.2 (D)	Conditions of Eligibility of Applicants	18	Economic and Financial Expert	MBA (Finance) or Masters' in Economics or Chartered Accountant	Many reputed MBA colleges including all IIM, provide PGDM degrees, hence request you to kindly include the phrase "or equivalent" in the EQ MBA (Finance) or Masters' in Economics or Chartered Accountant <u>or equivalent</u>	Kindly refer to Corrigendum in this regard.

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49.	2.2.6	Conditions of Eligibility of Applicants	20	2.2.6 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.	We request you to kindly modify the clause as below: An Applicant or its Associate should have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate..	No change contemplated
50.	2.13.3	Format and signing of Proposal	27	2.1.13.3 The Proposal shall be typed or written in indelible ink and shall be signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below: (a) by the proprietor, in case of a proprietary firm; or (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or (d) by the Authorised Representative of the Lead Member, in case of consortium. A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal	For Consulting firms that are overseas it may not be possible for sending original BG & POA in time/ specified submission deadline, considering fewer flights and delayed couriers due to COVID in India. May we submit the scan of the BG & POA with the bid, if acceptable and submit hard copies as and when received. Please confirm.	The RfP is self-explanatory in this regard. No further changes are contemplated

S.No .	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
51.	2.13.3	Format and signing of Proposal	27	The Proposal shall be typed or written in indelible ink and shall be signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “ Authorised Representative ”) as detailed below:	Since the submission is electronic, we understand scanned signatures of authorized signatory will be allowed. Please confirm.	The RfP is self-explanatory in this regard. Kind reference may also drawn to Clause 2.16. No further changes are contemplated
52.	2.13.4	Format and signing of Proposal	27	The following documents shall be separately submitted in original to the person specified in the Clause 2.13.3 in a sealed envelope on or before the Bid Due Date, failing which the Bid shall be rejected: (a) Power of Attorney as required under Clause 2.13.3 (iii); and (b) Bank Guarantee/Demand Draft towards Bid Security as required under Clause 2.20 The envelope specified in this clause 2.13.4 shall clearly bear the following identification: “Enclosures of the RFP for Feasibility Report for holistic development of Package IV Islands” If this envelope is not sealed and marked as instructed above, NITI Aayog assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any suffered by the bidder.	We understand that only 2 documents which includes Power of Attorney & Bank Guarantee/Demand Draft towards Bid Security has to be submitted in hardcopy rest all documents have to be submitted online. Please Confirm	The RfP is self-explanatory in this regard. No further changes are contemplated

S.No	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
53.	2.14.2 (g)	Technical Proposal	29	<p>While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:</p> <p>(g) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Unsigned CVs shall be rejected;</p>	<p>A lot of our experts are currently at diverse locations or working from home due to CoVid 19 situation and physical signature on CVs are difficult during the current scenario. Thus, we request you to consider digitally signed CVs, countersigned by Authorised representative of the organisation.</p>	<p>The RfP is self-explanatory in this regard. Kind reference may also drawn to Clause 2.16. No further changes are contemplated</p>
54.	2.14.2 (g)	Technical Proposal	29	<p>While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:</p> <p>(g) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Unsigned CVs shall be rejected;</p>	<p>Given the present situation, allow the CVs to bear digital/scanned signatures accompanied with confirmatory Email.</p>	<p>The RfP is self-explanatory in this regard. Kind reference may also drawn to Clause 2.16. No further changes are contemplated</p>
55.	2.15.2 (i)	Financial Proposal	30	<p>2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:</p> <p>(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.</p>	<p>Due to unprecedented timeframe Consultants would be unable to make a visit to the islands. In such a case we request Client agency to provide us a list of surveys (with recommended specifications) that would be essential to carry out this study.</p>	<p>Kindly refer to Terms of Reference which are clear and self-explanatory</p>

S.No	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
56.	2.15.2 (ii)	Financial Proposal	30	2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following: (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.	Amended Clause Suggested - Service tax to be replaced with GST. Financial proposal should be excluding GST. Comment- This may be clarified	Kindly refer to Corrigendum in this regard.
57.	2.15.2(ii)	Financial Proposal	30	(ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.	Requesting the client to confirm if the breakdown of remuneration of Key and Support Staff is exclusive of GST and other central taxes; and inclusive of all local taxes and income tax.	Please refer to clause 2.15 which is clear and self-explanatory. Further, refer to the Corrigendum. No further changes are contemplated
58.	2.15.2(ii)	Financial Proposal	30	The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws	Requesting the client to please clarify if all taxes imposed by the Government of India from time to time such as Krishi Kavan Cess, Swacchh Bharat Cess will are to be reimbursed as per actuals at the time of billing and its associated costs are to be excluded from the financial proposal. We believe any tax liability amendment's issued by the Government in GST from time to time will be borne by the client. In light of the above, we request the client to invite bids exclusive of any taxes and consider the following "Taxes as per actual on the date of billing will be borne by the client". Please confirm.	Please refer to clause 2.15 which is clear and self-explanatory. Further, refer to the Corrigendum. No further changes are contemplated

S.No	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
59.	2.20.1	Bid Security	32	<p>2.20 Bid Security</p> <p>2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 10,00,000 (ten lakhs) in the form of a Demand Draft/Bank Guarantee issued by one of the Nationalised/ Scheduled Banks in India in favour of the Pay and Accounts Officer, NITI Aayog payable at New Delhi (the "Bid Security"), returnable not later than 90 (ninety) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.</p>	<p>Kindly include this clause "If the bidder is registered under Micro and small Enterprises (MSE) as defined in the MSE procurement policy issued by Department of Micro, Small and Medium Enterprises (MSME), such bidder is exempted from furnishing the bid security"</p>	<p>The RfP is clear and self-explanatory and no further changes are contemplated. Kind reference may also be drawn to Clause 2.2 (B)</p>
60.	2.20.1	Bid Security	32	<p>2.20 Bid Security</p> <p>2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 10,00,000 (ten lakhs) in the form of a Demand Draft/Bank Guarantee issued by one of the Nationalised/ Scheduled Banks in India in favour of the Pay and Accounts Officer, NITI Aayog payable at New Delhi (the "Bid Security"), returnable not later than 90 (ninety) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.</p>	<p>We would request if the amount of bid security be reduced from INR 10 lakhs to INR 5 lakhs, if possible.</p>	<p>The RfP is self-explanatory in this regard. No further changes are contemplated</p>

S.No	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
61.	2.20.1	Bid Security	32	<p>2.20 Bid Security</p> <p>2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 10,00,000 (ten lakhs) in the form of a Demand Draft/Bank Guarantee issued by one of the Nationalised/ Scheduled Banks in India in favour of the Pay and Accounts Officer, NITI Aayog payable at New Delhi (the "Bid Security"), returnable not later than 90 (ninety) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.</p>	<p>As per clause 2.20.1 of the RFP document, we are required to submit Rs. 10,00,000/- in the form of Demand Draft/Bank Guarantee.</p> <p>1. With respect to submission of EMD/Bid Security in the form of Bank Guarantee, we request you to kindly provide the following:</p> <p>a. Bank Guarantee format for EMD/Bid Security,</p> <p>b. Bank Guarantee for EMD validity date (Date/Month/Year),</p> <p>c. Client official designation and client full address with Pin code to be written on the Bank Guarantee for EMD</p> <p>2. We would request you kindly consider the EMD/Bid Security for amount Rs. 5,00,000/- in the form of Bank Guarantee. Please consider.</p>	No changes contemplated
62.	2.20.1	Bid Security	32	<p>2.20 Bid Security</p> <p>2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 10,00,000 (ten lakhs) in the form of a Demand Draft/Bank Guarantee issued by one of the Nationalised/ Scheduled Banks in India in favour of the Pay and Accounts Officer, NITI Aayog payable at New Delhi (the "Bid Security"), returnable not later than 90 (ninety) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.</p>	<p>Due to unprecedented times, we request for reducing the bid security to INR 5 lakh only.</p>	The RfP is self-explanatory in this regard. No further changes are contemplated

S.No	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
63.	2.20.1 with 2.21	Bid Security		<p>2.20 Bid Security</p> <p>2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 10,00,000 (ten lakhs) in the form of a Demand Draft/Bank Guarantee issued by one of the Nationalised/ Scheduled Banks in India in favour of the Pay and Accounts Officer, NITI Aayog payable at New Delhi (the "Bid Security"), returnable not later than 90 (ninety) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. [..]</p> <p>2.21 Performance Security</p> <p>2.21.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.</p>	<p>As per MSME Act, if a Company is registered under MSME, while making application for Government Tenders, bidder is exempted from submission of Tender Cost/Fee, EMD/Bid Security & Security Deposit/Performance Security</p> <p>In line with the above, kindly grant an exemption/relax the criteria for payment of Tender Cost/Fee, Bid Security and Performance Security for those bidders who are registered under MSME Act and have valid MSME Registration Certificate.</p>	<p>The RfP is clear and self-explanatory and no further changes are contemplated. Kind reference may also be drawn to Clause 2.2 (B)</p>
64.	2.21.2	Performance Security	33	<p>2.21.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.</p>	<p>Kindly make it 2.5% due to current situation of cash crunch of all consultancy firms</p>	<p>The RfP is self-explanatory in this regard. No further changes are contemplated</p>

S.No .	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
65.	2.26.2	Substitution of Key Personnel	36	2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. 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.	Amended Clause Suggested - As a condition to such substitution, a sum equal to 10% (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 20% (fifty per cent) of the remuneration specified for the original Key Personnel Comment- Request to incorporate change	The RfP is self-explanatory in this regard. No further changes are contemplated
66.	2.26.2	Substitution of Key Personnel	36	The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. 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.	The said clause makes the bid quite personnel centric. Request to make it flexible as being considered in person-months contract of various multi-lateral banks.	The RfP is self-explanatory in this regard. No further changes are contemplated

S.No .	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
67.	2.26.2	Substitution of Key Personnel	36	The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. 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.	The penalty is very onerous, especially because the substitution is being done for the expert with equal or better capabilities. Request you to kindly consider the following: As a condition to such substitution, a sum equal to <u>10%(ten per cent)</u> of the remuneration specified for the original Key Personnel shall be deducted from the payment due to the Consultant. In the case of a second substitution <u>or any subsequent substitution</u> hereunder, such deduction shall be <u>20%(twenty per cent)</u> of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.	The RfP is self-explanatory in this regard. No further changes are contemplated
68.	2.26.2	Substitution of Key Personnel	36	2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. 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.	Penalty due to substitution is extremely high. We request for relaxation of number of substitutions allowed and even deduction from the payment, in case of any substitution due to genuine reasons. Kindly consider and confirm.	The RfP is self-explanatory in this regard. No further changes are contemplated

S.No	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
69.	2.26.2	Substitution of Key Personnel	36	2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. 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.	Kindly remove this limit of substitution of one Expert only with penalty clause and termination clause as now it is difficult to confirm for the experts. Kindly allow substitution of Team Leader also as in extream situation only it may be required.	The RfP is self-explanatory in this regard. No further changes are contemplated
70.	2.26.2	Substitution of Key Personnel	36	2.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.	We request to relax the clause of disqualification of the Applicant or termination of the Agreement in case of substitution, due to genuine reason. Kindly consider and confirm	The RfP is self-explanatory in this regard. No further changes are contemplated
71.	2.27	Indemnity	36	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.	Amended Clause Suggested - The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount equal to the contract value of the Agreement for any direct loss or damage that is caused due to any deficiency in services. Comment- The Limitation of liability for direct loss or damage has been capped to one time the Agreement value (page 87 clause 3.4.3), request to propose to have the Indemnity too capped to one time the Agreement value	The RfP is self-explanatory in this regard. No further changes are contemplated

S.No .	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
72.	2.27	Indemnity	36	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>We understand that large consultancy organisation generally take insurances for their overall contracts under an Umbrella policy. This policy includes:</p> <ol style="list-style-type: none"> 1. Professional indemnity- up to the contract value. 2. Third Party – up to Rs. 10 lacs. 3. Workmen Compensation <p>Requesting the client to please confirm if the same should be acceptable subject to attestation of client name on the policy documents.</p>	The RfP is self-explanatory in this regard. No further changes are contemplated
73.	2.27	Indemnity	36	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.	Since this is an advisory service, we request for removal of this clause.	The RfP is self-explanatory in this regard. No further changes are contemplated
74.	2.27	Indemnity	36	<p style="text-align: right;">Indemnity</p> <p>The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.</p>	The limitation of liability under this clause is requested to be lowered from three times the Agreement Value to a the Agreement Value.	The RfP is self-explanatory in this regard. No further changes are contemplated

S.No	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
75.	2.30	Commencement of assignment	36-37	The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.	Requesting the client to please allow at least 21 days' time to commence the assignment.	The RfP is self-explanatory in this regard. No further changes are contemplated
76.	2.30	Commencement of assignment	36	2.30 Commencement of assignment The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.	Please allow at least 21 days	The RfP is self-explanatory in this regard. No further changes are contemplated
77.	3.1.2	Evaluation of Technical Proposals	38	3.1.2 Each Key Personnel must score a minimum of 70% (seventy per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% (seventy per cent) marks or any two of the remaining Key Personnel score less than 70% (seventy per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% (seventy per cent) or above.	Request to please relax the criteria as follows: "3.1.2 Each Key Personnel must score a minimum of 50% (fifty per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 50% (fifty per cent) marks or any two of the remaining Key Personnel score less than 50% (fifty per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 50% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 50% (fifty per cent) or above.	The RfP is self-explanatory in this regard. No further changes are contemplated

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78.	3.1.3	Evaluation of Technical Proposals	38	While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.	Requesting Client to have a fixed number of eligible assignments for technical evaluation.	The RfP is self-explanatory in this regard. No further changes are contemplated
79.	3.1.3	Evaluation of Technical Proposals	39	3.1.3 While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of	We request you to please keep a cap on maximum number of eligible Projects, the applicant or key personnel as the case may be so as to have a transparency in evaluation process and have a healthy & fair competition.	The RfP is self-explanatory in this regard. No further changes are contemplated

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				Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.		
80.	3.1.3	Evaluation of Technical Proposals	39	<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, complexity and quality of Eligible Assignments; and (ii) other relevant assignments or similar work in infrastructure sectors.</p> <p>While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score.</p>	<p>The proportionate marking as mentioned in the section 3- Criteria of Evaluation, does not give a clarity on minimum or maximum number of 'Eligible Assignments' that will be considered for relative/ proportionate evaluation. This leaves no/ less room for consultants to submit best possible CV match for the required position.</p> <ul style="list-style-type: none"> We request the client to provide an upper limit/cap for the maximum number of 'Eligible Assignments' to be included against each position to ease the process of CV screening and evaluation. 	The RfP is self-explanatory in this regard. No further changes are contemplated
81.	3.1.3	Evaluation of Technical Proposals	38	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, complexity and quality of Eligible Assignments; (ii) other relevant assignments or similar work in the infrastructure sectors; and (iii) overall turnover, experience and capacity of the firm.	Requesting Client to share a detailed evaluation for assignment of 70% weightage across the three sub-categories for avoidance of doubt.	The RfP is self-explanatory in this regard. No further changes are contemplated
82.	3.1.3	Evaluation of Technical Proposals	38	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.	We request you to kindly indicate the minimum number of eligible assignments required.	Kindly refer to Corrigendum in this regard.
83.	3.1.3	Evaluation of Technical Proposals	38	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, complexity and quality of Eligible Assignments; (ii) other relevant assignments or similar work in the infrastructure sectors; and (iii) overall turnover, experience and capacity of the firm.	<p>It is observed that the current marking criteria for calculating the Experience of Applicant is relative and hence very subjective. We would like to request the client to reconsider the current evaluation procedure and preferably provide a more objective methodology of technical evaluation criteria.</p> <p>In order to maintain transparency on the evaluation process and as per standard procurement procedures, kindly specify the maximum no of</p>	Kindly refer to the RfP and corrigendum in this regard. No further changes are contemplated

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					<p>projects to be submitted to achieve maximum score. The current criteria is ambiguous and doesn't clearly specifies the requirement. We thus request you to clearly define the; 1) No of projects to be submitted to achieve maximum marks 2) Project size (eg. Project cost) 3) Relevant assignments or similar work in the infrastructure sectors (relevant sector) 4) Overall Turnover (combined for consortium) and years of experience of the organization</p> <p>These criteria need to be defined for transparent evaluation purposes.</p> <ul style="list-style-type: none"> • 'Overall turnover' – Kindly clarify the weightage of marking for point (iii) <p><i>To reduce the ambiguity and subjectivity of current RfP, it is our humble submission to retain the evaluation methodology of the earlier issued RfP (No.M-13050/2/2015-SP-IDA(Part-II) issued on February 15th, 2017 for package I, II and III and RfP No.M-13040/32(2)/2019-IDA-Part(1) issued on September 2019 for package IV and V)</i></p>	
84.	3.1.3(1)	Evaluation of Technical Proposals	38	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, complexity and quality of Eligible Assignments; (ii) other relevant assignments or similar work in the infrastructure sectors; and (iii) overall turnover, experience and capacity of the firm.	<p>The evaluation formula is not quantitatively clear. We request you to provide clear numbers for the evaluations. For example:</p> <ul style="list-style-type: none"> ▪ More than 10 projects with capex more than INR 500 Crore = 20 Marks ▪ 10 – 7 Projects with capex more than INR 500 Crore = 15 Marks ▪ 5 Projects with capex more than INR 500 Crore = 10 Marks <p>Also, it is not clear how many marks are allocated for the financial turnover of the applicant out of 20?</p> <p>Please elaborate.</p>	The RfP is self-explanatory in this regard. No further changes are contemplated
85.	3.1.3(4)	Evaluation of Technical Proposals	39	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, complexity and quality of Eligible Assignments; and (ii) other relevant assignments or similar work in infrastructure sectors.	<p>It is not clear how many marks will be allocated for each of the criterion mentioned. While it is understood that the maximum marks will be given to the expert with maximum number of projects and others will get pro-rated marks. However, the allocation of marks for size, complexity and other similar assignments and the evaluation criterion (what is the threshold value for these) are not mentioned.</p> <p>Request you to elaborate.</p>	The RfP is self-explanatory in this regard. No further changes are contemplated
86.	3.1.3	Evaluation of Technical Proposals	39 And 126	<p>Maximum Marks – 5</p> <p>Proposed Methodology and Work Plan Understanding of TOR (not more than two pages) Methodology and Work Plan (not more than three pages)</p>	<p>A clear, robust and realistic methodology is required from day one of the project commencement to complete the comprehensive scope of work mentioned in the given TOR. Given the restricted time span for the project, and the ecological fragility, stringent regulatory frameworks, sensitive local communities and logistic challenges in the islands (imposed by climate isolation and infrastructure provisions), we request revisiting the</p>	The RfP is self-explanatory in this regard. No further changes are contemplated

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					<p>evaluation evaluation criteria by giving more weightage (atleast 25%) to the approach and methodology section and possibly no page restrictions. This shall provide the scope essential to present a meaningful approach which does justice with the RFP requirements.</p> <p><i>Please note that the RfP No. M-13050/2/2015-SPIDA(Part-II) issued on February 15th, 2017 for package I,II and III and RfP No. M-13040/32(2)/2019-IDAPart(1) issued on September 2019 for package IV and V had 25% weightage for methodology and Work Plan.</i></p>	
87.	3.1.4	Eligible Assignments	40	<p>3.1.4 Eligible Assignments</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>(iii) Experience of undertaking projects which involves undertaking ecological/environmental/social assessments of projects related to maritime/island/coastal/riverine/tourism/city development ecosystem involving a minimum area of twenty-five (25) sq km with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.</p>	<ul style="list-style-type: none"> Amended Clause Suggested - Request modifications. Comment- For environmental project, cost of project is not relevant. It is thus requested to remove INR 500 Crore cost criteria from the eligible assignment 	Kindly refer to Corrigendum in this regard. No further change is contemplated
88.	3.1.4	Eligible Assignments	40	<p>3.1.4 Eligible Assignments</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>(i) Experience of undertaking projects in India and/or abroad involving creation of holistic vision and integrated master plans related to maritime/island/coastal/riverine/tourism/city development ecosystem including review and assessment of carrying capacity to facilitate sustainable development with each project involving a minimum area of twenty five (25) sq km. with capital costs more than Rs. 500 Crore</p>	<ul style="list-style-type: none"> Please consider Project area criteria in Category (i) and (iii) of eligible projects to be minimum 10 sq km of project area as proposed site area is about 7 sq km. It is normally the standard practice that the eligibility criterion is about 50% of the size/volume of the proposed assignment and hence the stipulation of 25 Square KM as the minimum eligible size deserves reconsideration. 	Kindly refer to Corrigendum in this regard. No further change is contemplated

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				<p>each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.;</p> <p>AND</p> <p>(ii) Projects which involve undertaking techno-economic feasibility, project structuring on PPP basis and development of implementation and marketing plans. In case one project does not cover all the functional elements mentioned under this criterion, Applicants may submit details of one eligible project covering part of each such functional elements for this purpose with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.;</p> <p>AND</p> <p>(iii) Experience of undertaking projects which involves undertaking ecological/environmental/social assessments of projects related to maritime/island/coastal/riverine/tourism/city development ecosystem involving a minimum area of twenty-five (25) sq km with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.</p>		
89.	3.1.4	Eligible Assignments	40	Same as above	<p>For competitive bidding and to allow maximum participation from experienced bidders, request to please relax the criteria as follows-</p> <p>“For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RfP, advisory/consultancy assignments, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>(i) Experience of undertaking projects in India and/or abroad involving creation of holistic vision and integrated master plans/<u>conceptual plans</u> related to maritime/island/coastal/riverine/tourism city development ecosystem/<u>Urban Infrastructure/Transport Infrastructure</u> including review and assessment of carrying capacity to facilitate sustainable development with each project with capital costs more than <u>200 Crore</u> each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e.</p>	Kindly refer to Corrigendum in this regard. No further change is contemplated

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					<p>of comparable size, complexity and technical specialty; AND</p> <p>(ii) Projects which involve undertaking techno-economic feasibility, project structuring on PPP basis and development of implementation and marketing plans. In case one project does not cover all the functional elements mentioned under this criterion, Applicants may submit details of one eligible project covering part of each such functional elements for this purpose with capital costs more than <u>Rs.200 Crore each</u>. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty; AND</p> <p>(iii) Experience of undertaking projects which involves undertaking ecological/environmental/social assessments of projects related to maritime/island/coastal/riverine/tourism/city development ecosystem/<u>Urban Infrastructure/Transport Infrastructure</u> with capital costs <u>more than Rs. 200 Crore each</u>. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.”</p> <p>Provided that the projects/assignments completed up to 80 percent or more shall only be considered for evaluation. However, the marks awarded for such projects shall only be up to 80 percent of the maximum marks. The Applicant shall provide the proof that the project is completed up to 80 per cent through copy of invoice or payment received till date or through certificate from the respective client.</p>	
90.	3.1.4	Eligible Assignments	40	<p>Eligible Assignments</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>(i) Experience of undertaking projects in India and/or abroad involving creation of holistic vision and integrated master plans related to maritime/island/coastal/riverine/tourism/city development ecosystem including review and assessment of carrying capacity to facilitate sustainable development with each project involving a minimum area of twenty five (25) sq</p>	<p>Requesting the client to please consider assignments of 5 sq.km. or more as eligible for evaluation as master planning/ design for very large sites are increasingly rare.</p>	<p>Kindly refer to Corrigendum in this regard. No further change is contemplated</p>

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				km. with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.; AND		
91.	3.1.4	Eligible Assignments	40	[,,] Capital Cost of more than INR 500 Cr. Each	We understand that in case of unavailability of client certificate for capital cost of projects, the same can be substantiated through relevant pages of CA Certificate/ Final DPR/ news articles, please confirm.	The RfP is clear and self-explanatory in this regard. No further changes are contemplated
92.	3.1.4	Eligible Assignments	40	Eligible Assignments (ii) Projects which involve undertaking techno-economic feasibility, project structuring on PPP basis and development of implementation and marketing plans. In case one project does not cover all the functional elements mentioned under this criterion, Applicants may submit details of one eligible project covering part40 of each such functional elements for this purpose with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.; AND	Requesting the client to please confirm if projects having the desired experience and scope related to maritime/ island/ coastal/ riverine/ tourism/ city development ecosystem under categories 3.1.4 (i), (ii) and (iii) within a single assignment can be repeated across the three categories, if supported by documentary evidence by the consultant. Please confirm.	Kindly refer to the RfP which is clear and self-explanatory along with the Corrigendum in this regard. No further change is contemplated
93.	3.1.4	Eligible Assignments	40	[,,] Capital Cost of more than INR 500 Cr. Each	We request the authority to kindly reduce the capital cost to INR 200 Cr. which is a reasonable range for any tourism project.	Kindly refer to Corrigendum in this regard. No further change is contemplated
94.	3.1.4	Eligible Assignments	40	3.1.4 Eligible Assignments For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):	We request you to kindly modify the clause as below: (i) Experience of undertaking projects in India and/or abroad involving creation of holistic vision and integrated master plans related to maritime/island/coastal/riverine/tourism/city development ecosystem/ smart cities including review and assessment of carrying capacity to facilitate sustainable development with each project involving a minimum area of five (5) sq km. with capital costs more than Rs. 300 Crore each.	Kindly refer to Corrigendum in this regard. No further change is contemplated

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				<p>(i) Experience of undertaking projects in India and/or abroad involving creation of holistic vision and integrated master plans related to maritime/island/coastal/riverine/tourism/city development ecosystem including review and assessment of carrying capacity to facilitate sustainable development with each project involving a minimum area of twenty five (25) sq km. with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.;</p> <p>AND</p> <p>(ii) Projects which involve undertaking techno-economic feasibility, project structuring on PPP basis and development of implementation and marketing plans. In case one project does not cover all the functional elements mentioned under this criterion, Applicants may submit details of one eligible project covering part of each such functional elements for this purpose with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.;</p> <p>AND</p> <p>(iii) Experience of undertaking projects which involves undertaking ecological/environmental/social assessments of projects related to maritime/island/coastal/riverine/tourism/city development ecosystem involving a minimum area of twenty-five (25) sq km with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.</p>		

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95.	3.1.4	Eligible Assignments	40	<p>3.1.4 Eligible Assignments</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>(i) Experience of undertaking projects in India and/or</p> <p>(ii) Projects which involve undertaking techno-economic feasibility, project structuring on PPP basis and development of implementation and marketing plans. In case one project does not cover all the functional elements mentioned under this criterion, Applicants may submit details of one eligible project covering part of each such functional elements for this purpose with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.;</p>	<p>We request you to kindly modify the clause as below:</p> <p>ii) Projects which involve undertaking techno-economic feasibility, project structuring on PPP basis and development of implementation and marketing plans. In case one project does not cover all the functional elements mentioned under this criterion, Applicants may submit details of one eligible project covering part of each such functional elements for this purpose with capital costs more than Rs. 100 Crore each.</p>	<p>Kindly refer to the RfP which is clear and self-explanatory in this regard. No further change is contemplated</p>
96.	3.1.4	Eligible Assignments	40	<p>3.1.4 Eligible Assignments</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>(iii) Experience of undertaking projects which involves undertaking ecological/environmental/social assessments of projects related to maritime/island/coastal/riverine/tourism/city development ecosystem involving a minimum area of twenty-five (25) sq km with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.</p>	<p>We request you to kindly modify the clause as below:</p> <p>(iii) Experience of undertaking projects which involves undertaking ecological/environmental/social assessments of projects related to maritime/island/coastal/riverine/tourism/city development ecosystem/ smart city/transmission & distribution, energy involving a minimum area of five (5) sq km with capital costs more than Rs. 300 Crore each.</p>	<p>Kindly refer to the RfP which is clear and self-explanatory in this regard. No further change is contemplated</p>

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97.	3.1.4 (i)	Eligible Assignments	40	<p>3.1.4 Eligible Assignments</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>(i) Experience of undertaking projects in India and/or abroad involving creation of holistic vision and integrated master plans related to maritime/island/coastal/riverine/tourism/city development ecosystem including review and assessment of carrying capacity to facilitate sustainable development with each project involving a minimum area of twenty five (25) sq km. with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.; AND</p>	<p>The requirement of a minimum area of 25 sq.kms is too high and may not necessarily be in line with the project requirements. We therefore request to relax this criteria to a minimum area of 10 sq.kms.</p>	<p>Kindly refer to the RfP which is clear and self-explanatory in this regard. No further change is contemplated</p>
98.	3.1.4 (i)	Eligible Assignments	40	<p>3.1.4 Eligible Assignments</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>(i) Experience of undertaking projects in India and/or abroad involving creation of holistic vision and integrated master plans related to maritime/island/coastal/riverine/tourism/city development ecosystem including review and assessment of carrying capacity to facilitate sustainable development with each project involving a minimum area of twenty five (25) sq km. with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.; AND</p>	<p>Carrying capacity analysis is part of master plan development process. We assume that Client will accept statutory master plans/master plans/development plans for cities and regions under this category. Kindly consider and confirm.</p>	<p>Kindly refer to the RfP which is clear and self-explanatory in this regard. No further change is contemplated</p>

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99.	3.1.4 (i)	Eligible Assignments	40	<p>3.1.4 Eligible Assignments</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>(i) Experience of undertaking projects in India and/or abroad involving creation of holistic vision and integrated master plans related to maritime/island/coastal/riverine/tourism/city development ecosystem including review and assessment of carrying capacity to facilitate sustainable development with each project involving a minimum area of twenty five (25) sq km. with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.; AND</p>	We request you to kindly modify as “projects in India or abroad”	Kindly refer to the RfP which is clear and self-explanatory in this regard. No further change is contemplated
100.	3.1.4 (ii)	Eligible Assignments	40	<p>Experience of undertaking projects which involves undertaking ecological/ environmental/ social assessments of projects related to maritime/ island/ coastal/ riverine/ tourism/ city development ecosystem involving a minimum area of twenty-five (25) sq km with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.</p>	The requirement of a minimum area of 25 sq.kms is too high and may not necessarily be in line with the project requirements. We therefore request to relax this criteria to a minimum area of 10 sq.kms.	Kindly refer to the RfP which is clear and self-explanatory in this regard. No further change is contemplated
101.	3.1.4	Eligible Assignments	40	<p>Eligible Assignments</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>(i) Experience of undertaking projects in India and/or abroad involving creation of holistic</p>	<ul style="list-style-type: none"> • Kindly clarify whether each assignment advisory/consultancy assignment has to fulfil either one of the three criteria (i), (ii) ,(iii) in Clause 3.1.4 or it has to fulfil all the three criteria, to qualify it as Eligible Assignment • We recommend that in Category (i) – the carrying capacity component should not be considered as mandatory criteria for defining the eligible assignments. However, while assessing the nature of projects, more marks may be allocated to projects having such component. • We would also request to reconsider the specifications mentioned in criteria (iii) pertaining to “minimum area of twenty-five (25) sq. km. with capital costs more than Rs. 500 Crore each”. It is our 	Kindly refer to Corrigendum in this regard. No further change is contemplated

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				<p>vision and integrated master plans related to maritime/island/coastal/riverine/tourism/city development ecosystem including review and assessment of carrying capacity to facilitate sustainable development with each project involving a minimum area of twenty five (25) sq km. with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.; AND</p> <p>(ii) Projects which involve undertaking techno-economic feasibility, project structuring on PPP basis and development of implementation and marketing plans. In case one project does not cover all the functional elements mentioned under this criterion, Applicants may submit details of one eligible project covering part40 of each such functional elements for this purpose with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.; AND</p> <p>(i) Experience of undertaking projects which involves undertaking ecological/environmental/social assessments of projects related to maritime/island/coastal/riverine/tourism/city development ecosystem involving a minimum area of twenty-five (25) sq km with capital costs more than Rs. 500 Crore each. Relevance of the projects to the assignment, size, Capital Cost and nature of the projects i.e. of comparable size, complexity and technical specialty.</p> <p>Provided that the projects/assignments completed up to 80 percent or more shall only be considered for evaluation. However, the marks awarded for such projects shall only be</p>	<p>understanding that such assessments in the current project will be undertaken on site specific projects whose area would be much less than 25 sqkm and project cost will also be comparatively less than 500 cr (if each site project is considered individually), hence putting such restrictions on area and capital costs on assignments where ecological/ environmental/social assessments are to be showcased is irrelevant and not logical. Hence, we recommend to remove the area clause and reduce the capital cost requirement to 100 cr. for criteria (iii)</p> <ul style="list-style-type: none"> • As mentioned under Clause 3.1.4 - “Provided that the projects/assignments completed up to 80 percent or more shall only be considered for evaluation. However, the marks awarded for such projects shall only be up to 80 percent of the maximum marks”. Kindly clarify whether during evaluation (as per clause 3.1.3), this deduction will be factored in only 30% of the maximum marks (which is based on number of Eligible Assignments undertaken by the Applicant firm) or it will also be factored in the remaining 70% (when the comparative size, complexity and quality of Eligible Assignments is marked). • We would request you to reconsider the clause pertaining to “projects/ assignments completed up to 80 percent or more shall only be considered for evaluation”. Due to recent COVID-19 situation, a lot of projects, which are although at final stage of completion, have yet not received closure/have progressed, due to lack of mobilization of manpower and sudden lockdown in several countries. Hence, we would request you please consider ongoing projects for evaluation regardless of the completion %. 	

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				<p>up to 80 percent of the maximum marks. The Applicant shall provide the proof that the project is completed up to 80 per cent through copy of invoice or payment received till date or through certificate from the respective client.</p> <p>Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 50 (fifty) lakh for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.</p> <p>Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 1 (one) crore.</p>		
102.	3.1.4	Eligible Assignments	40	<p>Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 50 (fifty) lakh for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.</p> <p>Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 1 (one) crore.</p>	<p>It is requested to remove the criteria of Assignment Value in terms of Professional Fees for consideration of eligible projects/assignments which is usually based on the competitive bidding and/or negotiation although the service to be provided remains the same. Hence, the criteria of project fees of eligible projects shall not be considered for qualification.</p> <ul style="list-style-type: none"> In view of the above, request to please DELETE the respective clause under Clause No. 3.1.4 	<p>Kindly refer to Corrigendum in this regard. No further change is contemplated</p>
103.	3.1.4	Eligible Assignments	40	<p>Provided that the projects/assignments completed up to 80 percent or more shall only be considered for evaluation. However, the marks awarded for such projects shall only be up to 80 percent of the maximum marks. The Applicant shall provide the proof that the project is completed up to 80 per cent through copy of invoice or payment received till date or through certificate from the respective client.</p>	<ul style="list-style-type: none"> Requesting the client to please allow 100% marks for 80% complete assignments. 	<p>Kindly refer to Corrigendum in this regard. No further change is contemplated</p>

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104.	3.1.4	Eligible Assignments	40	Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 50 (fifty) lakh for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.	<ul style="list-style-type: none"> Provided that the Applicant firm claiming credit for an Eligible Assignment shall have prior to PDD, received professional fees of at least Rs. 25 (Twenty Five) lakh for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD. Also, request you to allow an escalation of 5% y-o-y for consulting fees and the project cost, where applicable. 	Kindly refer to Corrigendum in this regard. No further change is contemplated
105.	3.1.4	Eligible Assignments	40	Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 1 (one) crore	<p>Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 1 (one) crore Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 25 Lakhs (Twenty Five Lakhs).</p> <p>Also, request you to allow an escalation of 5% y-o-y for consulting fee and the project cost, where applicable.</p>	Kindly refer to Corrigendum in this regard. No further change is contemplated
106.	3.1.4	Eligible Assignments	40	3.1.4. Provided that the projects/assignments completed up to 80 percent or more shall only be considered for evaluation. However, the marks awarded for such projects shall only be up to 80 percent of the maximum marks. The Applicant shall provide the proof that the project is completed up to 80 per cent through copy of invoice or payment received till date or through certificate from the respective client.	<ul style="list-style-type: none"> We request you to please consider ongoing projects completed to 50 percent, since such comprehensive projects are of long duration and take more than anticipated time to conceptualize. Accordingly request you to please consider ongoing projects with proof of their continuity. 	Kindly refer to Corrigendum in this regard. No further change is contemplated
107.	3.1.4	Eligible Assignments	40	3.1.4 Provided that the projects/assignments completed up to 80 percent or more shall only be considered for evaluation. However, the marks awarded for such projects shall only be up to 80 percent of the maximum marks. The Applicant shall provide the proof that the project is completed up to 80 per cent through copy of invoice or payment received till	<ul style="list-style-type: none"> Kindly consider 100% marks for ongoing projects (upto 80%), which is the usual norm in similar bids. Kindly consider and confirm. 	Kindly refer to Corrigendum in this regard. No further change is contemplated

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				<p>date or through certificate from the respective client.</p> <p>Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 50 (fifty) lakh for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD. Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 1 (one) crore.</p>		
108.	3.1.4	Eligible Assignments	40	<p>Provided that the projects/ assignments completed up to 80 percent or more shall only be considered for evaluation. However, the marks awarded for such projects shall only be up to 80 percent of the maximum marks. The Applicant shall provide the proof that the project is completed up to 80 per cent through copy of invoice or payment received till date or through certificate from the respective client. Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 50 (fifty) lakh for such assignment.</p> <p>Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 1 (one) crore.</p>	<ul style="list-style-type: none"> There is no such practice in South-east Asia for issuance of Completion Certificates by clients, especially Government Clients. Hence, for firms belonging to South-East Asia to be able to fulfil this condition of the bid, would it be acceptable if they submit a certificate/ undertaking by their CEO of firm of having received the requisite payment/s? <p>Alternatively, will it be acceptable if a certificate issued by a practicing Chartered Accountant in India confirming receipt of payment by South East Asian firm be furnished. Please confirm either of the two conditions.</p> <p>It is also requested that the amount of fee condition be kept at the same level of Rs. 50 Lacs for both Govt. and Private clients as it is unclear why the same should be twice in case of a private client.</p>	The RfP is clear and self-explanatory in this regard. No Further Changes contemplated
109.	3	Scope of Services	49	<p>3.1. Considering the overall intent for facilitating holistic and sustainable development of these shortlisted islands/sites in the islands, the scope of consultancy study has been designed in a similar fashion for all the island packages. All the studies required – technical, financial and managerial- will be carried out by the Consultant for the</p>	<p>Will the consultant be required to carry out a detailed “Environmental Impact Assessment (EIA)’ study?</p>	RfP is clear and self-explanatory in this regard

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				<p>identification of projects and their location/area/site. All project details required for their implementation will be prepared by the Consultant. The Consultant shall submit within 30 (thirty) days of Award of work, a detailed schedule for the Consultant's scope of work. The Schedule should include all the deliverables and key milestones at the top of the schedule.</p> <p>a) All schedules shall be created, maintained and submitted to Client in the latest version of Oracle Primavera P6 or Microsoft Project in an electronic format.</p> <p>b) The Consultant shall create and submit an initial Baseline Schedule that will be approved by Client. Upon approval, the copy of the Baseline will become the first Current Schedule.</p> <p>c) The Current Schedule shall be actively updated and maintained by the Consultant every month.</p> <p>d) All schedules shall follow the Critical Path Method (CPM)/GANTT chart of scheduling and shall have meaningful and realistic logical ties and relationships between activities.</p> <p>e) The Primavera P6 or Microsoft schedule file should be updated and submitted at least once a month.</p> <p>f) Activity durations should be reasonable (typically not more than 30 days duration except for project management tasks, procurement activities for long lead items or any other activity that obviously needs to be of longer duration).</p> <p>g) The Consultant shall use only zero or positive total float and lags on all activities in the baseline and all other versions of the schedule.</p> <p>h) A schedule narrative document shall accompany the electronic schedule describing work performed in the past month.</p> <p>i) List the major tasks completed to date and the planned work that will be performed in the upcoming month. The scope of work for this project as described below is broadly divided into three Stages and pertains to Package IV islands/sites in the islands:</p> <p>Stage I: Data collection, identification of and consultation with various stakeholders, assessment of development potential, environment sensitivities and listing of potential</p>		

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				<p>projects; Stage II: Preparation of Detailed Master Plans, while preserving and further enriching the natural ecosystem on a sustainable basis. The Master Plans would include the details of all identified development projects (land-based projects, offshore projects and deep-sea projects). Stage III: Formulating Implementation Strategy for development including detail financial feasibility and project structuring of identified projects</p>		
110.	3.3.1	Data Collection and analysis	51	<p>3.3.1. Data Collection and analysis:</p> <p>A study needs to be conducted to assess the existing scenario of all the islands/sites in islands. The Consultant shall have to procure all necessary data including secondary information required at this stage for all the selected Package IV islands/sites in islands. This will include but not be limited to:</p> <ul style="list-style-type: none"> • Location of each island/site in the island • Demographic and economic profile (should include tribal profiles) • Hydrological data (fresh water availability) • Climate- rainfall, wind etc • HFL/ Tsunami data, if any • Seismic data • Topographic data • Flora and Fauna/ Wild life/ Sanctuary Habitats, etc • Military Regulations, if any • Existing Infrastructure, if any (Water, Electricity, etc) • Main business for living/existing tourism sectors, if any • Land Bank - Government land/ private land availability • Contour Survey of the selected project site/island. • Existing studies, if any. <p>NITI Aayog shall share the data/ details to the extent available and help in procuring the readily available data including recent satellite images and GIS data base for these islands. However, cost for procurement of the available data would be borne by the Consultant. In case of non-availability of data required for this assignment, the Consultant would generate data through ground survey or other scientific methods. The data to be used in this assignment has to be fully reliable and acceptable to the</p>	<p>To be able to do the broad DPR, Drone survey or LIDAR survey will need to be undertaken for the requisite drawing scale. In that case does the Consultant still need to procure satellite imagery for mapping. Please confirm</p>	<p>RfP is clear and self-explanatory in this regard</p>

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				Client. Any initial observations or deviations related to the above shall be highlighted by the Consultant as a part of their review report.		
111.	3.3.1	Data Collection and analysis	51	A study needs to be conducted to assess the existing scenario of all the islands/sites in islands. The Consultant shall have to procure all necessary data including secondary information required at this stage for all the selected Package IV islands/sites in islands. This will include but not be limited to:[..]	To help the consultants prepare an accurate financial estimate, we request the client to please provide a sample size for conducting the following surveys: <ol style="list-style-type: none"> 1. Land Record and Land Bank Surveys 2. Tribal Surveys 3. Flora and Fauna 4. Infrastructure Gap Analysis (May be conducted from Secondary Sources only) 5. Socio-Economic Surveys Traffic Surveys; if required (Pl. suggest)	The RfP is clear and self-explanatory. No further change is contemplated.
112.	3.3.1	Data Collection and analysis	51	NITI Aayog shall share the data/ details to the extent available and help in procuring the readily available data including recent satellite images and GIS data base for these islands. However, cost for procurement of the available data would be borne by the Consultant. In case of non-availability of data required for this assignment, the Consultant would generate data through ground survey or other scientific methods. [..]	We request Client to indicate the type & extent of data available with them, so that accordingly, Consultant would be able to include the cost of the required data in their price bid.	The RfP is clear and self-explanatory. No further change is contemplated.
113.	3.3.1	Data Collection and analysis	51	3.3.1. Data Collection and analysis: A study needs to be conducted to assess the existing scenario of all the islands/sites in islands. The Consultant shall have to procure all necessary data including secondary information required at this stage for all the selected Package IV islands/sites in islands. This will include but not be limited to: <ul style="list-style-type: none"> • Location of each island/site in the island • Demographic and economic profile (should include tribal profiles) • Hydrological data (fresh water availability) • Climate- rainfall, wind etc • HFL/ Tsunami data, if any • Seismic data • Topographic data • Flora and Fauna/ Wild life/ Sanctuary Habitats, etc • Military Regulations, if any • Existing Infrastructure, if any (Water, Electricity, etc) 	<ul style="list-style-type: none"> • We request you to kindly share the details of available satellite data (type, resolution and vintage) and GIS data package wise. • We presume that the consultant will also consider the cost of satellite data during the preparation of financial proposal. • We presume that the client will provide all necessary help and documentation for the procurement of data from NRSC. 	The RfP is clear and self-explanatory. No further change is contemplated.

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				<ul style="list-style-type: none"> • Main business for living/existing tourism sectors, if any • Land Bank - Government land/ private land availability • Contour Survey of the selected project site/island. • Existing studies, if any. <p>NITI Aayog shall share the data/ details to the extent available and help in procuring the readily available data including recent satellite images and GIS data base for these islands. However, cost for procurement of the available data would be borne by the Consultant. In case of non-availability of data required for this assignment, the Consultant would generate data through ground survey or other scientific methods. The data to be used in this assignment has to be fully reliable and acceptable to the Client. Any initial observations or deviations related to the above shall be highlighted by the Consultant as a part of their review report.</p>		
114.	3.3.4	Base Mapping	53	<p>3.3.4. Base Mapping</p> <p>Consultant shall prepare the base map of all the shortlisted islands/sites in islands on CAD and GIS with all layers super-imposed considering the following:</p> <ul style="list-style-type: none"> • The High-Resolution of 0.5/0.6 M of Geo-eye/Quick Bird or latest Satellite Imagery will be procured by the consultant from National Remote Sensing Centre (NRSC) as per the availability of the data. The cost for the procurement of the satellite imagery shall be borne by the Consultant. • Geo-referencing of Satellite image with revenue maps and verification of the same with the topographic survey data. Digitization of geo-referenced revenue village maps wherever required. • Preparation of updated base map by superimposition of combined maps over satellite imagery. • The Final Base Map shall highlight the existing settlements in the vicinity and within the site (if any), existing road network within and in the vicinity of the site, existing physical features such as water bodies, streams, hills/hillocks, rocky areas, forests etc., administrative boundaries of villages that fall within the site, built up features such as temples/shrines etc. 	Please confirm if the client / Andaman administration /authority will provide the Village khasra/ cadastral/ Revenue maps and cadastral data to consultant?	The RfP is clear and self-explanatory. No further change is contemplated.

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115.	3.3.4	Base Mapping	53	The High-Resolution of 0.5/0.6 M of Geo-eye/Quick Bird or latest Satellite Imagery will be procured by the consultant from National Remote Sensing Centre (NRSC) as per the availability of the data. The cost for the procurement of the satellite imagery shall be borne by the Consultant.	Requesting the client to consider reimbursing the costs of procurement of satellite imagery as per actuals.	The RfP is clear and self-explanatory. No further change is contemplated.
116.	3.3.4	Base Mapping	53	Geo-referencing of Satellite image with revenue maps and verification of the same with the topographic survey data. Digitization of geo-referenced revenue village maps wherever required.	Requesting Client to confirm whether revenue maps are readily available	Kindly refer to Clause 3.3.1 in this regard which is clear and self-explanatory. No further change is contemplated.
117.	3.3.4	Base Mapping	53	3.3.4. Base Mapping Consultant shall prepare the base map of all the shortlisted islands/sites in islands on CAD and GIS with all layers super-imposed considering the following: • The High-Resolution of 0.5/0.6 M of Geo-eye/Quick Bird or latest Satellite Imagery will be procured by the consultant from National Remote Sensing Centre (NRSC) as per the availability of the data. The cost for the procurement of the satellite imagery shall be borne by the Consultant. • Geo-referencing of Satellite image with revenue maps and verification of the same with the topographic survey data. Digitization of geo-referenced revenue village maps wherever required. • Preparation of updated base map by superimposition of combined maps over satellite imagery. • The Final Base Map shall highlight the existing settlements in the vicinity and within the site (if any), existing road network within and in the vicinity of the site, existing physical features such as water bodies, streams, hills/hillocks, rocky areas, forests etc., administrative boundaries of villages that fall within the site, built up features such as temples/shrines etc.	The process of procurement of Satellite Imagery is time taking. Request you to kindly procure and provide the imagery to the Consultants.	Kindly refer to Clause 3.3.1 in this regard which is clear and self-explanatory. No further change is contemplated.
118.	3.3.4	Base Mapping	53	3.3.4. Base Mapping Consultant shall prepare the base map of all the shortlisted islands/sites in islands on CAD and GIS with all layers super-imposed considering the following: • The High-Resolution of 0.5/0.6 M of Geo-eye/Quick Bird or latest Satellite Imagery will be procured by the	We understand the Satellite Image procured from NRSC shall be geo rectified using Topographic survey. Revenue maps will in turn be Georeferenced to the rectified image. Please Confirm. Alternatively, are the revenue maps expected to be supplied to Consultants already Georeferenced? Please clarify.	Kindly refer to Clause 3.3.1 in this regard which is clear and self-explanatory. No further change is contemplated.

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				<p>consultant from National Remote Sensing Centre (NRSC) as per the availability of the data. The cost for the procurement of the satellite imagery shall be borne by the Consultant.</p> <ul style="list-style-type: none"> • Geo-referencing of Satellite image with revenue maps and verification of the same with the topographic survey data. Digitization of geo-referenced revenue village maps wherever required. • Preparation of updated base map by superimposition of combined maps over satellite imagery. • The Final Base Map shall highlight the existing settlements in the vicinity and within the site (if any), existing road network within and in the vicinity of the site, existing physical features such as water bodies, streams, hills/hillocks, rocky areas, forests etc., administrative boundaries of villages that fall within the site, built up features such as temples/shrines etc. 		
119.	3.3.5	Eco sensitivity analysis	53	<p>3.3.5. Eco sensitivity analysis</p> <p>Eco sensitivity analysis should be undertaken by the Consultant to understand the status of existing ecology of the island(s). The assessment shall be based on detailed ecological survey (both terrestrial and marine). The outcome of the survey shall provide details of the fauna and flora population, their conservation status, richness of species and bio-diversity-index. Eco-sensitivity analysis of the island eco-system, both terrestrial and marine eco-system, with reference to the identified projects would also be carried out by the Consultant. The analysis should categorically comment upon the sensitivity of the eco-system to any possible development. The findings of the eco-sensitivity analysis, so carried out, would be used for identification of projects (land-based, offshore and deep-sea projects) and also for preparing Environment Impact Assessment (EIA)/Rapid EIA as and when required.</p> <p>The consultant shall provide detailed evaluation of the sensitivities of the island eco-system, as mentioned above. Issues such as vulnerability to natural disasters shall also be highlighted as part of the assessment. A consolidated Eco-sensitivity analysis providing clear assessment and requisite management measures would be undertaken by the Consultant.</p>	<p>We request you to provide details of various types of Eco-Sensitive Analysis surveys (both terrestrial and marine) expected.</p> <p>What will be the extent on the sea-side for carrying out such surveys?</p>	<p>The RfP is clear and self-explanatory. No further change is contemplated.</p>

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120.	3.3.5	Eco sensitivity analysis	53	<p>1.1.1. <u>Eco sensitivity analysis</u></p> <p>Eco sensitivity analysis should be undertaken by the Consultant to understand the status of existing ecology of the island(s). The assessment shall be based on detailed ecological survey (both terrestrial and marine). The outcome of the survey shall provide details of the fauna and flora population, their conservation status, richness of species and bio-diversity-index. Eco-sensitivity analysis of the island eco-system, both terrestrial and marine eco-system, with reference to the identified projects would also be carried out by the Consultant. The analysis should categorically comment upon the sensitivity of the eco-system to any possible development. The findings of the eco-sensitivity analysis, so carried out, would be used for identification of projects (land-based, offshore and deep-sea projects) and also for preparing Environment Impact Assessment (EIA)/Rapid EIA as and when required.</p> <p>The consultant shall provide detailed evaluation of the sensitivities of the island eco-system, as mentioned above. Issues such as vulnerability to natural disasters shall also be highlighted as part of the assessment. A consolidated Eco-sensitivity analysis providing clear assessment and requisite management measures would be undertaken by the Consultant.</p>	This indicates that the Consultant is required to undertake Eco-sensitive analysis and not complete EIA/REIA. Requesting clarification.	The clause is clear and self-explanatory
121.	3.3.6	Land Bank Assessment	54	3.3.6. Land Bank Assessment Land in the islands should be mapped on GIS-based platform showing details of ownership (Government/private/community); type of land (forests/non-forest), vegetation status, eco-sensitivity etc.	We presume that client will provide details of the land bank (revenue records) to the selected consultant free of cost. Please confirm.	Kindly refer to Clause 3.3.1 in this regard which is clear and self-explanatory. No further change is contemplated.
122.	3.3.8	Socio-economic assessment	54	3.3.8. Socio-economic assessment Socio-economic assessment should include assessment of the demographic profile for each of the islands, detailing	Kindly let us know the types of socio-economic surveys required for the assignments and share the template for the surveys. As per URDPFI guidelines, 5 percent sample size of the total households are sufficient for	The clause is clear and self-explanatory

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				<p>population type, literacy, occupation type, customs and practices etc. The social assessment shall be based on published information with Census Survey of India or any authorised source. Inputs based on direct social consultations shall be included wherever such published data is not available in the public domain.</p> <p>The socio-economic profile shall also highlight the income level of the people, their occupation and dependency on aspects such as fishing, aquaculture, agriculture, tourism etc. Any impact on the micro-economy of the island, change in occupational pattern, need for resettlement/ rehabilitation shall be identified and documented.</p> <p>Presence of indigenous community, or religious structure, or traditions associated with the Island, shall be identified and documented as part of the assessment.</p>	the socio-economic survey. Please confirmed.	
123.	3.3.11	Stakeholder Consultations	55	The consultant at this stage is required to conduct interactions/ discussions with all relevant departments/ stakeholders of all Package IV islands/project sites. The discussions/ interactions should be aimed at validating all the preliminary analysis done based on the information/ data collected. The consultant, shall also submit a Stakeholder Consultation Report. [...]	The costs associated towards venue, travel, boarding and lodging of the stakeholder consultation workshop are generally borne directly by the client. The role of the consultant is limited towards providing technical support only. Requesting the client to please confirm.	The RfP is clear and self-explanatory. No further change is contemplated.
124.	3.3.11	Stakeholder Consultations	55	3.3.11. Stakeholder consultations: The consultant at this stage is required to conduct interactions/ discussions with all relevant departments/ stakeholders of all Package IV islands/project sites. The discussions/ interactions should be aimed at validating all the preliminary analysis done based on the information/ data collected. The consultant, shall also submit a Stakeholder Consultation Report. This report shall spell out clearly, but not be limited to the following: a) Schedule of Consultations b) List of Participants c) Methodologies and formats for discussions d) Discussion outcomes	We presume that the client will bear the cost of the meetings and stakeholder consultations. The consultant will only facilitate the client. Please confirm.	The RfP is clear and self-explanatory. No further change is contemplated.
125.	3.3.12	Carrying Capacity	56	3.3.12. Carrying Capacity The Consultant shall assess the carrying capacity for the island, based upon scientific principles. The consultant shall undertake a comprehensive carrying capacity assessment for each island to provide threshold limits for tourists' inflow. This shall be based on availability of suitable land, permitted activities etc. Needs of the local people would be accorded priority while determining carry capacity for tourism development. The consultant shall also	Amended Clause Suggested - The Consultant shall assess the carrying capacity for the sites, based upon scientific principles. The consultant shall undertake a comprehensive carrying capacity assessment for site and surrounding to provide threshold limits for tourists' inflow. Comment-The scope has to be specific to the project sites to avoid any ambiguity	The RfP is clear and self-explanatory. No further change is contemplated.

S.No	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
				provide a framework for continued monitoring and evaluation, as well as framework for periodic revision of carrying capacity based on environmental quality, tourist/resident behaviour pattern and technological advancement. The consultant shall also ensure consensus among all stakeholders regarding the carrying capacity numbers and getting these notified by the U.T. Administration. Wherever sites have been specified, carrying capacity would be determined for each of the sites and its influence zone. Wherever sites have not been specified in these packages, carrying capacity would be determined for each of the islands mentioned therein.		
126.	3.4	Preparation of Detailed Master Plans	57	3.4. Stage - II: Preparation of Detailed Master Plans, while preserving and further enriching the natural ecosystem on a sustainable basis. The Master Plans would include the details of all identified development projects (land-based projects, offshore projects and deep-sea projects).	Amended Clause Suggested - Preparation of Detailed Master Plans, while preserving and further enriching the natural ecosystem on a sustainable basis. The Master Plans would include the details of all identified development projects within the project sites. Comment- There are defined sites in the RFP and none of the site is offshore. Including of deep sea and off shore projects is confusing.	The RfP is clear and self-explanatory. No further change is contemplated.
127.	3.3.14	Draft Site Development Potential report:	57	3.3.14. Draft Site Development Potential report: After thorough analysis and deliberations with relevant stakeholders, consultants will submit and present draft site development potential report for holistic development of the short-listed Package IV islands/sites in the islands incorporating all the analyses mentioned from 2.3.1 to 2.3.13. The report shall clearly indicate the potential and development options for the shortlisted islands/sites. The report shall also include geo-tagged images/ photographs to show- case the site surveys (to the extent considered reasonable by the Consultant and the Client for the purposes of this Study) and primary stakeholder assessments undertaken by the Consultants for this purpose. The draft Site Development Potential report shall also clearly spell out various issues and gaps in infrastructure, livelihood creation, economic activities, etc. and provide broad recommendations for mitigating the same. In this regard, the Consultant would also conduct (1) Constructability Review and (2) Value Engineering session with stakeholders, the details of which would be provided by the Client at a later date. Constructability is part of the design process. Constructability reviews during preliminary design consists of (a) viability of constructing the design as proposed i.e. can it be built in a cost effective manner or are there better alternative (b) ensures incorporation of sustainability during construction (material sourcing, recycling, water usage, storage etc) (c) ensures	We understand that the consultant will only technically facilitate/assist the client to get the necessary statutory clearances/approvals etc. from the respective authorized agencies. Kindly confirm.	RfP is clear and self-explanatory in this regard. Further, clause 3.5.3 may be referred to.

S.No .	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
				environmental, health and safety practices as per program standards. The consultant shall further undertake assessment of the institutional framework, statutory clearances/approvals, regulatory roadblocks, legal encumbrances etc. that govern development proposals envisaged, and will suggest suitable action points on the same.		
128.	3.3.14	Draft Site Development Potential report:	57	<p>3.3.14. Draft Site Development Potential report: After thorough analysis and deliberations with relevant stakeholders, consultants will submit and present draft site development potential report for holistic development of the short-listed Package IV islands/sites in the islands incorporating all the analyses mentioned from 2.3.1 to 2.3.13. The report shall clearly indicate the potential and development options for the shortlisted islands/sites. The report shall also include geo-tagged images/ photographs to show- case the site surveys (to the extent considered reasonable by the Consultant and the Client for the purposes of this Study) and primary stakeholder assessments undertaken by the Consultants for this purpose.</p> <p>The draft Site Development Potential report shall also clearly spell out various issues and gaps in infrastructure, livelihood creation, economic activities, etc. and provide broad recommendations for mitigating the same. In this regard, the Consultant would also conduct (1) Constructability Review and (2) Value Engineering session with stakeholders, the details of which would be provided by the Client at a later date. Constructability is part of the design process. Constructability reviews during preliminary design consists of (a) viability of constructing the design as proposed i.e. can it be built in a cost effective manner or are there better alternative (b) ensures incorporation of sustainability during construction (material sourcing, recycling, water usage, storage etc) (c) ensures environmental, health and safety practices as per program standards. The consultant shall further undertake assessment of the institutional framework, statutory clearances/approvals, regulatory roadblocks, legal encumbrances etc. that govern development proposals envisaged, and will suggest suitable action points on the same.</p>	We understand that the consultant will only technically facilitate/assist the client to get the necessary statutory clearances/approvals etc. from the respective authorized agencies. Kindly confirm.	RfP is clear and self-explanatory in this regard. Further, clause 3.5.3 may be referred to.
129.	3.4.1	Draft Master Plan	58	Physical infrastructure proposals for water supply, sewerage, drainage, power (including renewables), solid waste management, recycle and re-use of water, rain water harvesting etc. based on techno-economic Parameters.	We believe that the scope of works of the consultant is limited to prepare the master plan for the holistic development of islands and the detailed engineering design of the physical infrastructure components such as water supply, sewerage, drainage, power (including renewables), solid waste	The RfP is clear and self-explanatory. No change is contemplated.

S.No .	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
					management, recycle and re-use of water, rain water harvesting etc. is not within the scope of this project. Please confirm our understanding.	
130.	3.4.1	Draft Master Plan	59	<p>3.4.1. Draft Master Plan</p> <p>A Draft Master Plan will incorporate:</p> <ul style="list-style-type: none"> • Final list of development Projects including the sectors of Tourism, Infrastructure (road, air and sea connectivity), web connectivity, education, health, agriculture and allied sector, fisheries, export of sea food and coconut and other products made in the islands and other economic sectors. Identified projects would be land-based, offshore and deep-sea. In addition, possibilities of increased maritime trade, deep-sea mining and oil exploration would be explored. • Multi-modal Traffic and Transportation Management proposals addressing the existing and future mobility requirements. • Physical infrastructure proposals for water supply, sewerage, drainage, power (including renewables), solid waste management, recycle and re-use of water, rain water harvesting etc. based on techno-economic parameters • Projects for reclamation of land, wherever technically feasible and ecologically sustainable • Projects for water/lagoon villas, wherever technically feasible and ecologically sustainable. • Social Infrastructure proposals including health, education, civil supplies, disaster management, etc. based on techno-economic parameters • Block cost estimates for all development proposals, as per the methodology followed by the concerned UT Administration • Livelihood Enhancement Strategies – Market linkages • Final Tourism clusters/circuits/hubs & Marketing strategy • Land Use Zoning shall demarcate existing built fabric, infrastructure zone, tourism zones, ecologically sensitive areas etc. while also identifying land for future development. • Value addition to existing policies, regulations, plans, etc. • Legal/regulatory changes • Sectoral management plans • Capacity Building Plan • Strategic Action plan for implementation • Project Phasing & Institutional Framework • Preliminary 3D sketches for design theme and character 	<p>Amended Clause Suggested - Clarification required Comment- Consultant shall conduct all studies for EIA and CRZ clearance. The responsibility for obtaining CRZ and EIA approvals will be with the Authority but all the relevant technical information, reports, maps, data shall be furnished by consultant. All relevant fee for EIA and CRZ approvals including fee for obtaining HTL will be paid directly by Authority.</p>	<p>RfP is clear and self-explanatory in this regard. Further, clause 3.5.3 may be referred to.</p>

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				<p>of the development</p> <ul style="list-style-type: none"> Land and building area statement with ground coverage, FSI, building mass and bulk metrics on a GIS platform. <p>Overall illustrative master plan at a scale of 1:2500 not limited to but including illustrating general delineation of proposed land uses, building massing, vehicular and pedestrian circulation, open space relationships, and development character.</p> <p>All required information/data would be provided by the Consultant for obtaining Environmental Clearance (EC), Forest Clearance (FC), Coastal Regulation Zone (CRZ) clearance and other clearances required for the identified development projects. Any study required for the purpose would be undertaken by the Consultant. These clearances would be obtained up-front i.e. before inviting the bids for projects implementation. Therefore, the draft Master Plan would list out the clearances required for the identified projects and also information/data required to be prepared for obtaining up-front clearances.</p> <p>Clarification of maritime trade, deep sea mining and oil exploration</p> <p>For exploring possibilities of increased maritime trade, deep sea mining and oil exploration, data available with the concerned Central Ministries/Departments of the Governments of India and the UT Administration may be used. Further, reliable data available in the public domain may also be used.</p>		
131.	3.4.1	Draft Master Plan	59	<p>3.4.1. Draft Master Plan</p> <p>A Draft Master Plan will incorporate:</p> <ul style="list-style-type: none"> Final list of development Projects including the sectors of Tourism, Infrastructure (road, air and sea connectivity), web connectivity, education, health, agriculture and allied sector, fisheries, export of sea food and coconut and other products made in the islands and other economic sectors. Identified projects would be land-based, offshore and deep-sea. In addition, possibilities of increased maritime trade, deep-sea mining and oil exploration would be explored. Multi-modal Traffic and Transportation Management 	Amended Clause Suggested - Consider deleting this Comment- This is not relevant to the scope of work nor the team proposed for the project can undertake this work.	The RfP is clear and self-explanatory. No change is contemplated

S.No .	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
				<p>proposals addressing the existing and future mobility requirements.</p> <ul style="list-style-type: none"> • Physical infrastructure proposals for water supply, sewerage, drainage, power (including renewables), solid waste management, recycle and re-use of water, rain water harvesting etc. based on techno-economic parameters • Projects for reclamation of land, wherever technically feasible and ecologically sustainable • Projects for water/lagoon villas, wherever technically feasible and ecologically sustainable. • Social Infrastructure proposals including health, education, civil supplies, disaster management, etc. based on techno-economic parameters • Block cost estimates for all development proposals, as per the methodology followed by the concerned UT Administration • Livelihood Enhancement Strategies – Market linkages • Final Tourism clusters/circuits/hubs & Marketing strategy • Land Use Zoning shall demarcate existing built fabric, infrastructure zone, tourism zones, ecologically sensitive areas etc. while also identifying land for future development. • Value addition to existing policies, regulations, plans, etc. <ul style="list-style-type: none"> • Legal/regulatory changes • Sectoral management plans • Capacity Building Plan • Strategic Action plan for implementation • Project Phasing & Institutional Framework • Preliminary 3D sketches for design theme and character of the development • Land and building area statement with ground coverage, FSI, building mass and bulk metrics on a GIS platform. <p>Overall illustrative master plan at a scale of 1:2500 not limited to but including illustrating general delineation of proposed land uses, building massing, vehicular and pedestrian circulation, open space relationships, and development character.</p> <p>All required information/data would be provided by the Consultant for obtaining Environmental Clearance (EC), Forest Clearance (FC), Coastal Regulation Zone (CRZ)</p>		

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				<p>clearance and other clearances required for the identified development projects. Any study required for the purpose would be undertaken by the Consultant. These clearances would be obtained up-front i.e. before inviting the bids for projects implementation. Therefore, the draft Master Plan would list out the clearances required for the identified projects and also information/data required to be prepared for obtaining up-front clearances.</p> <p>Clarification of maritime trade, deep sea mining and oil exploration</p> <p>For exploring possibilities of increased maritime trade, deep sea mining and oil exploration, data available with the concerned Central Ministries/Departments of the Governments of India and the UT Administration may be used. Further, reliable data available in the public domain may also be used.</p>		
132.	3.4.1	Draft Master Plan	59	<p>All required information/data would be provided by the Consultant for obtaining Environmental Clearance (EC), Forest Clearance (FC), Coastal Regulation Zone (CRZ) clearance and other clearances required for the identified development projects. Any study required for the purpose would be undertaken by the Consultant. These clearances would be obtained up-front i.e. before inviting the bids for projects implementation. Therefore, the draft Master Plan would list out the clearances required for the identified projects and also information/data required to be prepared for obtaining up-front clearances.</p>	<p>Does it mean that the Consultant is required to obtain all clearances or only undertake required studies for obtaining clearances at a later stage. Requesting clarification.</p>	<p>RfP is clear and self-explanatory in this regard. Further, clause 3.5.3 may be referred to</p>
133.	3.4.1	Draft Master Plan	59	<p>3.4.1. Draft Master Plan</p> <p>A Draft Master Plan will incorporate:</p> <ul style="list-style-type: none"> • Final list of development Projects including the sectors of Tourism, Infrastructure (road, air and sea connectivity), web connectivity, education, health, agriculture and allied sector, fisheries, export of sea food and coconut and other products made in the islands and other economic sectors. Identified projects would be land-based, offshore and deep-sea. In addition, possibilities of increased maritime trade, deep-sea mining and oil exploration would be explored. • Multi-modal Traffic and Transportation Management 	<p>We presume that the EIA/ Rapid EIA is not in the scope of the consultant. Please confirm.</p>	<p>RfP is clear and self-explanatory in this regard. Further, clause 3.5.3 may be referred to</p>

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				<p>proposals addressing the existing and future mobility requirements.</p> <ul style="list-style-type: none"> • Physical infrastructure proposals for water supply, sewerage, drainage, power (including renewables), solid waste management, recycle and re-use of water, rain water harvesting etc. based on techno-economic parameters • Projects for reclamation of land, wherever technically feasible and ecologically sustainable • Projects for water/lagoon villas, wherever technically feasible and ecologically sustainable. • Social Infrastructure proposals including health, education, civil supplies, disaster management, etc. based on techno-economic parameters • Block cost estimates for all development proposals, as per the methodology followed by the concerned UT Administration • Livelihood Enhancement Strategies – Market linkages • Final Tourism clusters/circuits/hubs & Marketing strategy • Land Use Zoning shall demarcate existing built fabric, infrastructure zone, tourism zones, ecologically sensitive areas etc. while also identifying land for future development. • Value addition to existing policies, regulations, plans, etc. <ul style="list-style-type: none"> • Legal/regulatory changes • Sectoral management plans • Capacity Building Plan • Strategic Action plan for implementation • Project Phasing & Institutional Framework • Preliminary 3D sketches for design theme and character of the development • Land and building area statement with ground coverage, FSI, building mass and bulk metrics on a GIS platform. <p>Overall illustrative master plan at a scale of 1:2500 not limited to but including illustrating general delineation of proposed land uses, building massing, vehicular and pedestrian circulation, open space relationships, and development character.</p> <p>All required information/data would be provided by the Consultant for obtaining Environmental Clearance (EC), Forest Clearance (FC), Coastal Regulation Zone (CRZ)</p>		

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				<p>clearance and other clearances required for the identified development projects. Any study required for the purpose would be undertaken by the Consultant. These clearances would be obtained up-front i.e. before inviting the bids for projects implementation. Therefore, the draft Master Plan would list out the clearances required for the identified projects and also information/data required to be prepared for obtaining up-front clearances.</p> <p>Clarification of maritime trade, deep sea mining and oil exploration</p> <p>For exploring possibilities of increased maritime trade, deep sea mining and oil exploration, data available with the concerned Central Ministries/Departments of the Governments of India and the UT Administration may be used. Further, reliable data available in the public domain may also be used.</p>		
134.	3.4.5	Broad/Indicative Detailed Project Reports (DPRs)	60	<p>3.4.5. Broad/Indicative Detailed Project Reports (DPRs) A broad/indicative Detailed Project Report, as required for obtaining necessary clearances, would be prepared by the Consultant for the Identified Projects. Further, all the studies required for identification of the projects and preparation of the necessary project details, technical, financial and managerial would be done by the Consultant.</p>	To what extent does the Consultant need to detail, if this is a Feasibility report, as a Broad DPR is being asked in the scope of work. Pl confirm.	Kindly refer to Corrigendum
135.	3.5.2	Regulatory Framework	61	<p>The Consultant shall review and assess appropriate institutional, legal and regulatory framework for development of the Project through different options including the public private partnership mode. The Consultant shall also list out the incentives (if required) to be provided by the concerned authorities to make the projects attractive for the users and investors. The Consultant shall also work out long term marketing strategy to enable this project to remain attractive for user agencies and demand responsive.</p> <p>[..]</p>	Requesting the client to provide further clarifications towards consultant's responsibilities please.	The RfP is clear and self-explanatory. No further change is contemplated.

S.No	Clause No.	Clause Heading	Page No.	Original Clause					Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
136.	3.5.3	Approvals and Clearances	61	The Consultant shall identify and outline the process for procuring various approvals for all projects identified under the Master Plan that would be required from various regulatory agencies. The consultant shall also provide full support (documentation, technical input, preparing various forms & reports, etc.) in obtaining CRZ, Environmental and Forest Clearances, wherever required for the planned Projects. All studies required for this purpose would be carried out by the consultant.					Requesting the client to please confirm that the costs for obtaining all clearances required for the project from statutory bodies such as Environment Clearances, Forest Clearances, Pollution Control clearances; Costal Regulation Zone etc. would be borne directly by the client. The role of the consultant is towards the preparation of the reports.	The clause is self-explanatory. No further changes contemplated
137.	3.5.3	Approvals and Clearances	61	The Consultant shall identify and outline the process for procuring various approvals for all projects identified under the Master Plan that would be required from various regulatory agencies. The consultant shall also provide full support (documentation, technical input, preparing various forms & reports, etc.) in obtaining CRZ, Environmental and Forest Clearances, wherever required for the planned Projects. All studies required for this purpose would be carried out by the consultant.					Does it mean that the Consultant is required to obtain all clearances or only undertake required studies for obtaining clearances at a later stage. Requesting clarification.	The clause is self-explanatory. No further changes contemplated
138.	4		62	Same as above					Kindly provide 16 weeks' time for preparation of the draft masterplan, as procurement of the High-Resolution of 0.5/0.6 M of Geo-eye/Quick Bird or latest Satellite Imagery from National Remote Sensing Centre (NRSC) takes considerable time. Conducting the requisite Surveys will also take time during Covid scenario.	The RfP is clear and self-explanatory. No further change is contemplated.
139.	4	Deliverables	62	Stage	Deliverables	Time Frame (Weeks)	Time Frame (mths)	Cumulative Time Frame (mths)	Since survey is a major component considering the scope of works. We believe that 2 months are inadequate to complete the assignment. Also, considering the requirements of satellite imagery of 0.5/ 0.6 m resolution which can take significant times in case area specific images are not readily available with NRSC. Thus, we request the client to please allow at least 3 months for the same The total assignment duration may be read as 12 months.	The RfP is clear and self-explanatory. No further change is contemplated.
			Stage I Baseline Study	Inception Report (including but not limited to details of Approach & Methodology, strategy for data collection and analysis,	Week 2	2.0	2.0			

S.No .	Clause No.	Clause Heading	Page No.	Original Clause			Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
				team deployment plan and work plan to achieve deliverables within envisaged timelines).				
				Draft Site Development Potential Report (as per activities listed under 3.3.1 to 3.3.13 of the Scope of Work) and presentation before the Inter-Ministerial Group (IMG)/ concerned stakeholders	Week 5			
				Final Site Development Potential Report after incorporating feedback from the client on the draft report and as per activities under 3.3.14 and 3.3.15 of the Scope of Work	Week 8			
140.	4	Deliverables	62	Same as above			The timeframe of 4 months is slightly less considering the level of detailing envisaged in the Master plan. We, therefore request you give a time frame of at least 6 months for the Master Plan Development.	The RfP is clear and self-explanatory. No further change is contemplated.

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141.	4	Deliverables	62	Same as above	<p>Stage I covers the preparation of Site Development Potential Report which should compulsorily include the scope given in clauses 3.3.1 to 3.3.13 of TOR.</p> <p>As mentioned in clause no. 3.3.14 of TOR in page 57, the Report shall cover the Base mapping, Eco sensitivity analysis, land suitability analysis, Stakeholder consultations, Carrying capacity analysis, Infrastructure Gap Assessment, Market & Technical Assessment etc. Looking at the vast scope of work and assuming the time taken for procurement of satellite imagery, the time provided for this deliverable is very less.</p> <p>We request you to kindly extend the timeframe of this deliverable. The suggested timeframe for Stage I is provided in Table 1 below. Kindly consider and confirm.</p>	The RfP is clear and self-explanatory. No further change is contemplated.

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142.	4	Deliverables	62	Same as above	<p>DPR preparation generally takes 3-6 months. The activity, preparation of Broad/Indicative Detailed Project Report for identified projects will start only when the Master Plan is finalized. The timeframe given for DPR is 1.5 months after the submission of Final Master Plan.</p> <p>We request you to kindly increase the time frame for DPR preparation to 2.5 months and for overall stage II as 5 months. The suggested timeframe for Stage II is provided in Table 1 below. Kindly consider and confirm.</p> <table border="1"> <thead> <tr> <th rowspan="2">Stage</th> <th rowspan="2">Deliverables</th> <th colspan="3">As per RFP</th> <th colspan="3">Timeframe Suggested by Consultants</th> </tr> <tr> <th>Time Frame (Weeks)</th> <th>Time frame (months)</th> <th>Cumulative time frame (months)</th> <th>In Weeks</th> <th>Months</th> <th>Cumulative time frame (months)</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Stage I Baseline Study</td> <td>Inception Report (including but not limited to details of Approach & Methodology, strategy for data collection and analysis, team deployment plan and work plan to achieve deliverables within envisaged timelines).</td> <td>Week 2</td> <td></td> <td></td> <td>Week 2</td> <td></td> <td></td> </tr> <tr> <td>Draft Site Development Potential Report (as per activities listed under 3.3.1 to 3.3.13 of the Scope of Work) and presentation before the Inter- Ministerial Group (IMG)/ concerned stakeholders</td> <td>Week 5</td> <td>2.0</td> <td>2.0</td> <td>Week 10</td> <td>4.0</td> <td>4.0</td> </tr> <tr> <td>Final Site Development Potential Report after incorporating feedback from the client on the draft report and as per activities under 3.3.14 and 3.3.15 of the Scope of Work</td> <td>Week 8</td> <td></td> <td></td> <td>Week 16</td> <td></td> <td></td> </tr> <tr> <td rowspan="2">Stage-II Master Plan of Development</td> <td>Draft Master Plan of holistic development including infrastructure development (as per activities listed under 3.4.1 and 3.4.2 of the Scope of Work); and Broad Cost Estimates (para 3.4.3 of the scope of work) and presentation before the Inter- Ministerial Group (IMG)/ concerned stakeholders</td> <td>Week 12</td> <td></td> <td></td> <td>Week 20</td> <td></td> <td></td> </tr> <tr> <td>Final Master Plan of holistic development including infrastructure development after suitably incorporating</td> <td>Week 18</td> <td>4.0</td> <td>6.0</td> <td>Week 26</td> <td>5.0</td> <td>9.0</td> </tr> </tbody> </table>	Stage	Deliverables	As per RFP			Timeframe Suggested by Consultants			Time Frame (Weeks)	Time frame (months)	Cumulative time frame (months)	In Weeks	Months	Cumulative time frame (months)	Stage I Baseline Study	Inception Report (including but not limited to details of Approach & Methodology, strategy for data collection and analysis, team deployment plan and work plan to achieve deliverables within envisaged timelines).	Week 2			Week 2			Draft Site Development Potential Report (as per activities listed under 3.3.1 to 3.3.13 of the Scope of Work) and presentation before the Inter- Ministerial Group (IMG)/ concerned stakeholders	Week 5	2.0	2.0	Week 10	4.0	4.0	Final Site Development Potential Report after incorporating feedback from the client on the draft report and as per activities under 3.3.14 and 3.3.15 of the Scope of Work	Week 8			Week 16			Stage-II Master Plan of Development	Draft Master Plan of holistic development including infrastructure development (as per activities listed under 3.4.1 and 3.4.2 of the Scope of Work); and Broad Cost Estimates (para 3.4.3 of the scope of work) and presentation before the Inter- Ministerial Group (IMG)/ concerned stakeholders	Week 12			Week 20			Final Master Plan of holistic development including infrastructure development after suitably incorporating	Week 18	4.0	6.0	Week 26	5.0	9.0	The RfP is clear and self-explanatory. No further change is contemplated.
Stage	Deliverables	As per RFP			Timeframe Suggested by Consultants																																																				
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143.	4	Deliverables	62	Same as above	We presume that the period between the submission of the stage report and its processing would not be included in the period of assignment. Please confirm	The RfP is clear and self-explanatory. No further change is contemplated.
144.	4	Deliverables	62	Same as above	Duration of 3 months is too less time to undertake these studies and obtain clearances.	The RfP is clear and self-explanatory. No further change is contemplated.
145.	6.1	Time and Payment Schedule	63	The total duration for preparation of the Feasibility Report and Schedules to the Concession Agreement shall be 9 (nine) months, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Feasibility Report. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed. Intermittent services will be required beyond the 9 th (ninth) month and until the end of 52 (fifty-two) weeks or 2 (two) months after the signing of the Concession Agreement, whichever is earlier. The man-days required for the intermittent services shall be provided by the Consultant as per the Agreement.	Schedules to Concession Agreement is not part of the Scope of Services. Please clarify.	Kindly refer to Corrigendum in this regard
146.	7.0	Meetings	65	The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified bidders or the selected bidder. The expenses towards attending such meetings during the period of Consultancy, including travel costs and <i>per diem</i> , shall be reimbursed in accordance with the Financial Proposal contained in Form-2 of Appendix-II of the RFP. [..]	B and C under Annexure II of Form 2 (Financial proposal) pertains to these travel. Please clarify?	The clause is self-explanatory
147.	8.1 (A)	Consultancy Team	65	The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise such as water resources expert, GIS Expert, Social expert, infrastructure expert, tourism and hospitality expert, fisheries expert and Tribal/Anthropology expert, shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary. (a) Team Leader	Please confirm if the team leader could be from any of the Consortium partners. Please also confirm whether he/she is supposed to be fulltime employee of the participating firm. In case he/she is not, what will be the variance in the score/ marking?	The RfP is clear and self-explanatory in this regard.

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				<p>Educational Qualifications Post Graduate in Urban Planning/Urban Design/other relevant Infrastructure Design and/or Master Planning related disciplines. Essential Experience 15 years of experience is required. He should have led the feasibility study teams for 2 (two) Eligible Assignments. Experience in design and master planning of projects with tourism/culture/ecological/infrastructure/city development elements. Experience of leading projects involving holistic development of islands or its parts/coastal areas/riverine/maritime related ecosystem on a sustainable basis would be preferred.</p> <p>Job responsibilities He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Feasibility Report and act as a focal point to the Authority throughout the duration of the Consultancy. He shall spend at least 30 (thirty) days at the Project site. S/He will be responsible for:</p> <ul style="list-style-type: none"> • Overall execution of the consultancy assignment. • Accountable leadership providing guidance, problem solving support and leading discussions with senior stakeholders • Ensure all deliverables and milestones are satisfactorily delivered <p>Provide insights from experience in project involving islands, riverine or maritime projects wherever applicable. Minimum time required on site 30 (thirty) days</p>		
148.	8.2	Consultancy Team	69	<p>8.2 The Consultant shall establish a Project Office at Port Blair, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the first 16 (sixteen) weeks as specified in the Manning Schedule forming part of the Agreement. The authorised officials of the Authority may visit the Consultant's Project Office any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office. However, he may do so for the remaining consultancy services beyond the first 16 (sixteen) weeks.\$</p>	<p>Amended Clause Suggested - The Consultant shall establish a Project Office at Port Blair, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office as per the days specified in the RFP . The authorised officials of the Authority may visit the Consultant's Project Office any time during office hours for inspection and interaction with the Consultant's Personnel. Comment- This is conflicting with the man days specified for each resource</p>	Please refer to Corrigendum in this regard.
149.	8.2	Consultancy Team	69	<p>8.2 The Consultant shall establish a Project Office at Port Blair, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the first 16 (sixteen) weeks as specified in the Manning Schedule forming part of the Agreement. The authorised officials of the Authority may visit the Consultant's Project Office any time during office hours for</p>	<p>There are minimum number of days required to be spent at Site indicated against each personnel. Then, this clause may be modified accordingly.</p>	Please refer to Corrigendum in this regard.

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				inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office. However, he may do so for the remaining consultancy services beyond the first 16 (sixteen) weeks.		
150.	8.2	Consultancy Team	69	8.2 The Consultant shall establish a Project Office at Port Blair, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the first 16 (sixteen) weeks as specified in the Manning Schedule forming part of the Agreement. The authorised officials of the Authority may visit the Consultant's Project Office any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office. However, he may do so for the remaining consultancy services beyond the first 16 (sixteen) weeks.\$	Either Team Leader or Project Manager has to be present as full time deployment in the project site and not all the Key personnel. Kindly further elaborate.	Please refer to Corrigendum in this regard.
151.	8.2 and 4.2.3	Consultancy Team	69	8.2 The Consultant shall establish a Project Office at Kavaratti, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the first 16 (sixteen) weeks as specified in the Manning Schedule forming part of the Agreement. The authorised officials of the Authority may visit the Consultant's Project Office any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office. However, he may do so for the remaining consultancy services beyond the first 16 (sixteen) weeks. 4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.	The clause 8.2 is contradictory to the minimum time deployment required for the key experts at the site as per Clause 8.1 Requesting the client to please clarify.	Please refer to Corrigendum in this regard.
152.	2.4	Expiry of Agreement	79	2.4 Expiry of Agreement Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a	This Agreement is stated to expire upon the earlier of the expiry of: (i) the 90 days' period after the delivery of the final deliverable; and (ii) One year from the Effective Date.	The RfP is clear and self-explanatory in this regard. No further change is contemplated

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				period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.	As the possibility of overlooking this provision cannot be completely ruled out particularly when the services are being rendered in full swing after the Agreement becomes effective. So, if the obligation to mutually extend the Agreement is not performed or is skipped, the Agreement would stand expired after the lapse of one year whether the final deliverable is submitted or not irrespective. In order to address the above issue, it is suggested to provide for extension of the Agreement to be concluded by the parties at least 30 days prior to the expiry of the current duration of the Agreement. No time period for making the paym requested a timeline for making payment be has been set out. It is, therefore, requested a timeline for making payment be set out.	
153.	2.7.1	Force Majeure	79	2.7 Force Majeure 2.7.1 Definition (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder. (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.	It is requested to include specific reference to epidemic and pandemic in the definition of Force Majeure event.	The clause is clear and self-explanatory in this regard. No further change is contemplated
154.	2.7.3 (B)	Force Majeure	80	2.7.3 Measures to be taken (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay. (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature	Will the requirement of notifying by the affected party still be valid when there is a government enforced lockdown kind situation (like under the current Covid crisis) applicable to stakeholders? Please provide clarity.	The clause is clear and self-explanatory in this regard. No further change is contemplated

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				and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.		
155.	3.2	Conflict of Interest	84	3.2 Conflict of Interest	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	The clause is clear and self-explanatory in this regard. No further change is contemplated
156.	3.4	Liability of the Consultant	87	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.	As per standard industry practice, we request the authority to limit the consultant's liability to a maximum of the Agreement Value as 3 times liability is prohibitive. We request the client to consider the following amendments: <i>"The Consultant's maximum total aggregate liability towards the Client under this Contract for all claims, losses, indemnity, damages and expenses in any way arising from or related to the performance of this Contract whether, resulting from negligence, statute, tort or otherwise (meaning for any damages from any causes whatsoever and whatever the legal basis), shall be limited to 100% of the amount of fees received under this Contract or equivalent to the professional fees.</i> <i>Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a party hereto shall be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate arrangement, loss of capital or other similar item of loss or damage or for any consequential, special or indirect loss or damage and each party hereby releases the other therefrom".</i>	The clause is clear and self-explanatory in this regard. No further change is contemplated
157.	3.4	Liability of the Consultant	87	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.	Requesting the liability to be limited to 1 (one) time the Agreement Value.	The clause is clear and self-explanatory in this regard. No further change is contemplated
158.	3.4.4	Liability of the Consultant	87	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.	We request the client to limit the liability value to 1 time the agreement value.	The clause is clear and self-explanatory in this regard. No further change is contemplated

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159.	3.5.1 (A)	Insurance to be taken out by the Consultant	88	3.5.1 (a) 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.	We already have adequate insurance cover in place and the terms thereof cannot be amended or re-negotiated. Therefore, it is requested to amend this provision to delete the requirement of the insurances to be "but on terms and conditions approved by the Authority". You would appreciate that the Consultant cannot procure project specific insurances each time a new project is floated.	The clause is clear and self-explanatory in this regard. No further change is contemplated
160.	3.5.2 (a)	Insurance to be taken out by the Consultant	88	3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following: (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of [Rs. 1 (one) crore] ¹ ; <i>*{This amount may be fixed at 1% (one per cent) of the indicative capital cost of the Project, but subject to a maximum of Rs. 20 (twenty) crore }</i>	Requesting the client to limit this to a ceiling of INR 10 lacs.	The clause is clear and self-explanatory in this regard. No further change is contemplated
161.	3.5.2 (A)	Insurance to be taken out by the Consultant	88	3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following: (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of [Rs. 1 (one) crore] ; Footnote 5- This amount may be fixed at 1% (one per cent) of the indicative capital cost of the Project, but subject to a maximum of Rs. 20 (twenty) crore.	The limit fixed is not clear. Will it be 1 crore or 1% of the indicative cost of the Project subject to maximum of 20 crores.	Kindly refer to corrigendum in this regard
162.	3.10	Equipment and materials furnished by the Authority	90	3.10 Equipment and materials furnished by the Authority Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.	Please clarify who would bear the cost of insuring such equipment and materials?	The clause is clear and self-explanatory in this regard. No further change is contemplated
163.	3.9.1	Documents prepared by the Consultant to be	90	3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the	It is stated that the Consultant agrees to execute all papers and perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant. Consultancy Documents are stated to be prepared by the Consultant or the Sub-Consultant or any Third Party. It is, therefore, not clear as to how a Consultancy Document prepared by a Third	The RfP is clear and self-explanatory in this regard. No further change is contemplated

¹ This amount may be fixed at 1% (one per cent) of the indicative capital cost of the Project, but subject to a maximum of Rs. 20 (twenty) crore. PPP (As per Model RfP)

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		property of the Authority		Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.	Party be assigned by the Consultant and how can the Consultant be expected to agree to executing all documents or do all such acts deemed necessary by the Authority for any Consultancy Document which is created by a Third Party? Please clarify and amend the provision unless you disagree.	
164.	4.4	Substitution of Key Personnel	92	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 of the Client to waive the penalty against substitution of key personnel as the clause mandates that equal or better qualified and experienced personnel shall be proposed as replacement.	The RfP is clear and self-explanatory in this regard. No further change is contemplated
165.	4.4	Substitution of Key Personnel	92	4.4 Substitution of Key Personnel The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. 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.	Please clarify if each Key Personnel is permitted to be substituted twice during the term of the agreement or only any two Key Personnel are allowed to be substituted twice. The substitution is permitted subject to reduction of remuneration equal to 20% of the total remuneration specified for the Key Personnel for the first substitution and 50% for the second substitution. It is requested to delete the requirement of reducing the remuneration completely for the first two substitutions. Otherwise also, reduction of 50 % in the total remuneration is a way too high and seems unjustified given the fact that any replacement will be under compelling circumstances beyond the control of the Consultant.	The RfP is clear and self-explanatory in this regard. No further change is contemplated
166.	6.3 (a)	Mode of Billing and Payment	94	(a) A Mobilisation Advance for an amount up to 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	As per Standard consulting practice, mobilisation fee doesn't incur any interest liabilities on the consultant. Requesting the client to please consider.	The RfP is clear and self-explanatory in this regard. No further change is contemplated

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				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.		
167.	6.3 (A)	Mode of Billing and Payment	94	6.3 (a) A Mobilisation Advance for an amount up to 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.	A mobilisation advance for an amount up to 10% of the Agreement Value is stated to be given to the Consultant against a Bank Guarantee equal to such advance. It is further stated that the advance outstanding shall attract simple interest @10% per annum. It is suggested to do away with the requirement of 10% simple interest levied on the mobilization advance. If however, it is not possible at all then please lower the interest rate to keep it under 5%.	The RfP is clear and self-explanatory in this regard. No further change is contemplated
168.	6.3 (D)	Mode of Billing and Payment	94	Billing and payments in respect of the Services shall be made as follows: (d) (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.	<p>This Agreement is stated to expire upon the earlier of the expiry of: (i) the 90 days' period after the delivery of the final deliverable; and (ii) One year from the Effective Date.</p> <p>As the possibility of overlooking this provision cannot be completely ruled out particularly when the services are being rendered in full swing after the Agreement becomes effective. So, if the obligation to mutually extend the Agreement is not performed or is skipped, the Agreement would stand expired after the lapse of one year whether the final deliverable is submitted or not irrespective.</p> <p>In order to address the above issue, it is suggested to provide for extension of the Agreement to be concluded by the parties at least 30 days prior to the expiry of the current duration of the Agreement.</p> <p>No time period for making the payment has been set out. It is, therefore, requested a timeline for making payment be set out.</p> <p>Does this mean that 90 days is the defects liability period? As the payment is stated to be made after acceptance or deemed acceptance of the final deliverable, it is requested to let the Authority's obligation to pay survive the expiry / early termination of the Agreement.</p>	The RfP is clear and self-explanatory in this regard. No further change is contemplated
169.	7.1.1	Performance Security	95	7.1.1 The Authority shall retain by way of performance security (the "Performance Security"), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security	Deductions whether for any breaches of this Agreement or recovery of liquidated damages should only be made if such breaches have been notified to the Consultant immediately when noticed and not cured in accordance with the terms of the Agreement. It should not come as a surprise to the Consultant in the end that any breach was committed by it. Therefore, it is suggested to amend the provision accordingly.	The RfP is clear and self-explanatory in this regard. No further change is contemplated

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				shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.		
170.	7.2	Liquidated Damages	95	<p>Liquidated Damages</p> <p>7.2.1 Liquidated Damages for error/variation</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.</p> <p>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 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.</p> <p>7.2.3 Encashment and appropriation of Performance Security</p> <p>The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.</p>	<p>As per clause 3.4.3, the Consultant is stated not to be liable for any consequential loss or damage. Consequently, Authority's quantifying consequential damages in this clause seems contradictory to clause 3.4.3. Please clarify.</p> <p>It is further requested to keep the total maximum aggregate liability of the Consultant for liquidated damages to not more than 10% of the Agreement Value. Currently, for error/variation and delay taken together is it a way too much and is unjustified.</p> <p>Then, encashment of Performance Security for breach or for recovery of liquidated damages without notifying the Consultant is unjustified. As a matter of right, the Consultant must be informed about breach, if any observed and given sufficient time to cure the breach. However, if the Consultant either does not clarify its situation or it does not cure the breach, then any such encashment of the Performance Security be resorted too. It is, therefore, suggested to amend this provision accordingly.</p>	<p>The RfP is clear and self-explanatory. No further change is contemplated</p>

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171.	7.2.1	Liquidated Damages for error/variation	95	In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.	While the consultant will take due diligence to collect information from authorised sources only; we believe it is unfair to make it liable for data irregularities as collected/made available by the various stakeholders and line departments. Thus, in light of the above, we request the client to consider removing this clause.	RfP is clear and self-explanatory. No further change is contemplated
172.	7.2.2	Liquidated Damages for delay	95	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.	As per Standard consulting practices, liquidation damages for delays are capped at 0.5% per week.	RfP is clear and self-explanatory. No further change is contemplated
173.	7.2.1	Liquidated Damages for error/variation	96	7.2.1 Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.	Amended Clause Suggested - Liquidated damage as per standard practice should be 10% Comment- Request revision	RfP is clear and self-explanatory. No further change is contemplated
174.	9.4.2	Arbitration	97	9.4.2 There shall be a sole arbitrator whose appointment / an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.	It is requested to retain the second option, i.e., an Arbitral Tribunal of three arbitrators for arbitration to ensure fair play. The option of sole arbitrator is requested to be deleted. Accordingly, it is requested to amend this provision.	Kindly refer to Corrigendum in this regard
175.	Form-6, 9, 10, 11, 12	Form 6: Particulars of Key Personnel Form 9: Abstract of Eligible Assignments of Key Personnel	124,128,130,131,132	Form 6: Particulars of Key Personnel Form 9: Abstract of Eligible Assignments of Key Personnel Form 10: Eligible Assignments of Applicant Form 11: Eligible Assignments of Key Personnel Form 12: Curriculum Vitae of Key Personnel	We request you to seek information only as per Standard procurement guidelines, GoI's Procurement Manual and as per format for key personnel information on "Manual of Policies and Procedure of Employment of Consultants" available on NITI Aayog's website. The current formats in the given RFP – Forms 9, 10, 11, 12 are all repetitions on same information and old versions of formats. We request you to use one standard CV format as used in earlier bids. Similarly, one Project Data Sheet format can be used. Kindly reissue the forms updating with standard procurement CV and project data sheets formats	RfP is clear and self-explanatory. No further change is contemplated

S.No	Clause No.	Clause Heading	Page No.	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
		Form 10: Eligible Assignments of Applicant Form 11: Eligible Assignments of Key Personnel Form 12: Curriculum Vitae of Key Personnel				
176.	Form 12	Curriculum Vitae of Key Personnel	132-133	<p>Curriculum Vitae (CV) of Key Personnel Notes:</p> <ol style="list-style-type: none"> 1. Use separate form for each Key Personnel 2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I. 3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation. 	<p>In point no 2. of notes, we understand Form-8 of Appendix-I should read as Form-9 of Appendix-I. Please confirm.</p> <p>In the tough times of pandemic, where most of the staff/ and experts are working from home, it is almost impossible for each concerned personnel to sign the CV in person. Since the submission is also electronic, we request you to kindly accept the Scanned signatures for the submission.</p>	Please refer to Corrigendum in this regard. Kind reference may also given to Clause 2.16
177.	Form 12	Curriculum Vitae of Key Personnel	132	<p>Curriculum Vitae (CV) of Key Personnel ...</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. Use separate form for each Key Personnel 2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I. 3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation. 	<p>In the tough times of pandemic, where most of the staff/ and experts are working from home, it is almost impossible for each concerned personnel to sign the CV in person. Since the submission is also electronic, we request you to kindly accept the Scanned signatures for the submission.</p>	RfP is clear and self-explanatory. Kind reference may also drawn to Clause 2.16. No further change is contemplated
178.	NA			NA	It is not specified in the RFP whether the counterpart staff will be part of this project. Please specify, If yes, how many counterpart staff professionals will need to be considered?	RfP is clear and self-explanatory. No further change is contemplated