

**NITI Aayog
NRE Vertical- Islands Development**

Statement of Queries Received from Prospective Bidders and Response

N	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
Clause 1 of the RfP						
1.	1.8	14	Proposal Due Date	Schedule of Selection Process Proposal Due Date or PDD 13.06.2022	Kindly provide extension of 14 days for bid submission from release of Replies to pre bid queries/addendum/corrigendum.	21 days have been given to submit bids from release of Replies to pre bid queries. Kindly refer page 14 of the RfP.
2.	1.8	14	Proposal Due Date	Schedule of Selection Process Proposal Due Date or PDD 13.06.2022	We request you to kindly extend the date of submission of Bid by atleast 21 days from the date of query reply and please provide Virtual conference link for prebid meeting to join.	Kindly refer RfP in this regard.
3.	1.11.1	15	Communications	All communications including the submission of the Proposal should be addressed to: Sr. Research Officer, (On behalf of Secretary (Tourism), Lakshadweep) NRE Vertical – Island Development (Lagudu Gopinath) Room No: 440, NITI Aayog, Sansad Marg New Delhi, 110001 Tel: +9111-23042059 Email: gopinath.lagudu@nic.in	The Contact number provided is not proper. Request you to provide us the Proper contact details in order to have proper communication.	Contact details and telephone number are correct for communication.
Clause 2 of the RfP						
4.	2.2.2	20 & 21	Technical Capacity	(A) Technical Capacity: The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.4 of which at least 2 (two) should be PPP Projects. In case of a Consortium, at least 3 (three) eligible assignments should be of the Lead Member of the Consortium and other 2 (two) may be of the other members of the Consortium. Further, at least 1(one) eligible assignment should be from each of the categories as specified in 3.1.4.	We request to consider Bidder as Combine experience and capabilities of “Consortium of firms” over the past 15 (Fifteen) years preceding the PDD.	The Applicant shall have, over the past Fifteen (15) years preceding the PDD, undertaken a minimum of 6 (Six) Eligible Assignments as specified in Clause 3.1.4 of which at least 2 (two) should be PPP Projects and 1 (one) should be related to Transaction Advisory/Consultancy services related to infrastructure projects. In case of a Consortium, at least 3 (three) eligible assignments should be of the Lead Member of the Consortium and other 3 (Three) may be of the other members of the Consortium. Further, at least 1(one) eligible assignment should be from each of the categories as specified in 3.1.4.

N	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
						The above para is considered
5.	2.2.2	20 &21	Technical Capacity	(A) Technical Capacity: The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.4 of which at least 2 (two) should be PPP Projects. In case of a Consortium, at least 3 (three) eligible assignments should be of the Lead Member of the Consortium and other 2 (two) may be of the other members of the Consortium. Further, at least 1(one) eligible assignment should be from each of the categories as specified in 3.1.4.	As per mentioned Clause 2.2.2A (Eligible Assignments) the Applicant has to fulfil 5 (five) assignments. But in Clause 3.1.4, Authority has mentioned that, For first set of Assignments (A) - 4(a, b, d, e) and for Second set of Assignments (B) - 4(c, f, g) which represents the list of key personnel in Page No: 43. We request you to clarify this statement by "On what criteria should consultant consider the 5 Eligible Assignments". Also please bifurcate the list of assignments with respect to Key Personnel and Applicants Eligible Assignments separately.	<p>Technical Capacity: The Applicant shall have, over the past Fifteen (15) years preceding the PDD, undertaken a minimum of 6 (Six) Eligible Assignments as specified in Clause 3.1.4 of which at least 2 (two) should be PPP Projects and 1 (one) should be related to Transaction Advisory/Consultancy services related to infrastructure projects. In case of a Consortium, at least 3 (three) eligible assignments should be of the Lead Member of the Consortium and other 3 (Three) may be of the other members of the Consortium. Further, at least 1(one) eligible assignment should be from each of the categories as specified in 3.1.4.</p> <p>The above para is considered</p> <p>RfP is self-explanatory for clarification of Eligible assignments for key Personnel</p>
6.	2.2.2	21	Financial Capacity	<p>(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 refer to fees received by the Applicant for providing advisory or consultancy services to its clients.</p> <p>In case of Consortium, the Financial Capacity of only the Lead Member/its Associate will be considered.</p>	We request to consider Financial Capacity as Combine Consortium of firms.	No change is contemplated
7.	2.2.2 (B)	21	Conditions of Eligibility of Applicants	<p>2.2.2 (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.</p> <p>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 refer to fees received by</p>	The years 2019-20 and 2020-21 have been affected by the tsunami of COVID. The vast majority of Government payments are expedited only towards the end of March of any Financial Year. Hence the cash collection for the FY 2019-20 has been affected badly. Moreover, the entire business and cash collection had been affected badly during the FY 2020-21. The Infrastructure	<p>The received amount is reduced to 25 Cr or US \$ 3.3 million per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date.</p>

N	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
				the Applicant for providing advisory or consultancy services to its clients.	<p>sector was the most affected due to this pandemic. In light of this pandemic, we request the authority to kindly reduce the turnover requirement. The FY 2020-21 promises to put the economy back to pre-pandemic levels due to all the proactive efforts of Government of India; Therefore we request the wordings may be read as:</p> <p>“The Applicant shall have turnover of minimum of Rs. 50 crore (Rs. Fifty crore) per annum as professional fees in ANY ONE OF THE LAST 3 FINANCIAL YEARS preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.”</p> <p>OR</p> <p>“The Applicant shall have turnover of minimum of Rs. 45 crore (Rs. Forty Five crore) as AVERAGE professional fees in THE LAST 3 FINANCIAL YEARS preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.”</p> <p>Given the general practice of procurement, the Turnover requirement could be a %age (percentage) of the estimated contract value (i.e. consultancy fees).</p> <p>Also, as per the “Manual for Procurement of Consultancy and Other Services, Ministry of Finance, Dept. of Expenditure, pg no. 85, 9.15.2</p> <p>“ i) Financial Capability:</p> <p>a) Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be at least 30% (Thirty per cent) of the estimated cost “</p> <p>Contract values of most of the projects awarded at state level would be ranging from few lacs to max. of 2 – 3 Cr (or max. Rs 5 Cr)</p> <p>Thus even if we invert the values and keep a multiple of 4 – 5 , the maximum value of services, the ideal Turnover from professional fees from advisory and consultancy would be in the range of Rs 20 – 25 Cr.</p> <p>Though the Ministry of Finance has said that the TO criteria is to be a lower %age or a % of contract value,</p> <p>In the recent empanelment tender of GOVERNMENT OF INDIA, MINISTRY OF FINANCE, DEPARTMENT OF INVESTMENT</p>	

N	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
					& PUBLIC ASSET MANAGEMENT (DIPAM)", Which is of similar nature, Rs. 20 crores have been kept as the TO criteria Based on all of the above facts and guidelines, it may appear to be fair to keep a Turnover of Rs 25 Cr as against the TO requirement of Rs 100 Cr for each of the last 3 years.	
8.	2.2.2 (B)	21	Conditions of Eligibility of Applicants	2.2.2 (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.	We request you to kindly reduce the firm's minimum annual income from 100 Crores (US \$ 13.2 million) to 20 Crores (US \$ 2.681 million) per annum. (For last 3 financial years).	As above
9.	2.2.2(D)	21	Conditions of Eligibility of Key Personnel	Team Leader: B.Tech in Civil Engineering or Architectural Engineering or Construction Engineering or Structural Engineering Desirable Qualification: Post Graduate in related disciplines Length of Professional Experience: 20 years	We request authority to kindly also allow as per: Team Leader: B.Tech in Civil Engineering or Architectural Engineering or Construction Engineering or Structural Engineering OR Architecture Desirable Qualification: Post Graduate in related disciplines Length of Professional Experience: 15 years	B.Tech in Civil Engineering or Architectural Engineering or Construction Engineering or Structural Engineering OR Architecture is considered. Length of Professional Experience: 15 years is considered
10	2.2.2(D)	21	Conditions of Eligibility of Key Personnel	Team Leader: B.Tech in Civil Engineering or Architectural Engineering or Construction Engineering or Structural Engineering Desirable Qualification: Post Graduate in related disciplines Length of Professional Experience: 20 years	Professional experience of 20 years seems to be on a very higher side. We, therefore, request that the same may be reduced to 15 years	As above
11	2.2.2(D)	22	Conditions of Eligibility of Key Personnel	Project Manager/Urban Planner B.Tech in Civil Engineering or Architectural Engineering or Construction Engineering or Structural Engineering Desirable Qualification: Post Graduate in related disciplines 10 years	We request authority to kindly also allow as per: Project Manager/Urban Planner B.Tech in Civil Engineering or Architectural Engineering or Construction Engineering or Structural Engineering OR Architecture Desirable Qualification: Post Graduate in related disciplines 10 years.	"Or Architecture" is considered
12	2.2.2(D)	22	Conditions of Eligibility of Key Personnel	Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below: For Economic/Financial Expert cum Transaction Adviser: Educational qualification: Bachelor's in economics/Financial Economics Desirable Qualification: MBA (Finance) or equivalent or Masters" in	Professional experience of 20 years seems to be on a very higher side. We, therefore, request that the same may be reduced to 12 years	Length of Professional Experience: is considered to 15 years

N	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
				Economics/Financial		
13	2.2.2 (D)	26	Conditions of Eligibility for Key Personnel Tourism cum Hospitality	Qualification – Post-graduate degree/diploma in tourism or hospitality management	Usually the Tourism and Hospitality Experts working in our sector have degrees in Architecture having extensive experience on prestigious Tourism or Hospitality Projects. So, the criteria restrict participation of such Experts in the project. So, we request the client to kindly consider Post-Graduate Degree of M. Arch or M. Planning in addition to current criteria. The request was accepted in the similar Holistic Development project for Greater Nicobar Islands. For kind consideration.	Post-graduate/ Masters degree/diploma in tourism or hospitality management or Planning or Architecture is considered
14	2.2.3	24		The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors or its Associates ‘Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. If the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.	Its not possible to state the total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. Request you to please remove the clause	No change is contemplated
15	2.2.6	25		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.	To the best of our knowledge, we have not failed to perform 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. However, owing to the size of the firm. The same cannot be confirmed. Request you to please remove the clause.	No change is contemplated
16	2.10.1.	30	Clarifications	Applicants requiring any clarification on the RfP may send their queries to the Authority in writing via e-mail before the date mentioned in the Schedule of Selection Process at Clause 1.8 i.e. Last date for receiving queries/clarifications by 4th May 2022	Please allow the consultants to submit more queries, if any, after the receipt of responses to queries. Request you to please confirm.	No change is contemplated
17	2.20	36	Bid Security	Bid Security: 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 issued by one of the Nationalised/ Scheduled Banks in India	The details of client’s Bank Account are required for issuing the BG. The details are not present in the RFP/Corrigendum. So, we request the client to kindly share Bank Details (at least the IFSC code) so that we can prepare the Bank Guarantee for the bid security. For kind Consideration	The Details of NITI Aayog receipt account are as follows: Account No.: 076202000101761 Account Name: NITI Aayog Receipt Account IFSC Account: IOBA0000762 BSR Code: 0270766 MICR Code: 110020013 Bank Name: Indian Overseas Bank Branch name: Parliament Street Branch Bank Address: 10, Jeevandeep Building,

N	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
						Parliament Street, New Delhi-II0001 The above para is added in RfP
18	2.20.1	36	Bid Security	<p>Bid Security: 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 issued by one of the Nationalised/ Scheduled Banks in India</p>	<p>We request to accept the Exemption of Fees for MSME Certified firms (Lead only may be required to have MSME registration certificate) Please add the MSME's Clause as: The exemption from payment of bid processing fee/tender fee and earnest money as bid security for Micro, Small and Medium Enterprises (MSMEs) will be as per the Public Procurement Policy notified by Ministry of Micro, Small and Medium Enterprises, Govt. of India and Rule 153 of GFR 2017. (exempted). OR Please accept in lieu of Bid Security a Bid Security Declaration form considering an Exemption in Fees. Hence please furnish 'Bid Securing Declaration Form'.</p>	No change is contemplated
19	2.20.1	36	Bid Security	<p>Bid Security: 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 issued by one of the Nationalised/ Scheduled Banks in India</p>	The EMD amount is too high. We request you to reduce the E.M.D amount to Rs. 1,00,000/-) in the form of Bank Guarantee.	No change is contemplated
20	2.21.2	37	Performance Security	An amount equal to 5% (Five percent) 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.	We request to accept the Performance Security amount as 3% of the Contract value.	No change is contemplated
21	2.21.2	37	Performance Security	An amount equal to 5% (Five percent) 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.	Request you to consider the Performance Security from existing 5% to 3%. Also, provide us the beneficiary details in order to apply for Performance and Bid Security.	<p>The Details of NITI Aayog receipt account are as follows: Account No.: 076202000101761 Account Name: NITI Aayog Receipt Account IFSC Account: IOBA0000762 BSR Code: 0270766 MICR Code: 110020013 Bank Name: Indian Overseas Bank Branch name: Parliament Street Branch Bank Address: 10, Jeevandeep Building, Parliament Street, New Delhi-II000 1</p> <p>The above para is added in RfP</p>

N	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
22	3.1	42	Evaluation of Technical Proposals	<p>1. Relevant Experience of the Applicant 30 marks</p> <p>Criteria: 30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm. The remaining 70% shall be awarded for: (i) the comparative size, and quality of Eligible Assignments; (ii) other relevant assignments or similar work in the infrastructure sectors; and (iii) overall turnover, experience and capacity of the firm.</p>	We request authority to kindly provide break up of 30% and 70% of marks to be awarded for Relevant Experience of the Applicant	
23	3.1.3	43	Evaluation of Technical Proposals	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.	We request authority to award marking to Key personnel on minimum and Maximum number of eligible projects. Therefore we request authority to define the minimum and maximum no. of projects for Key Personnel.	“However, maximum 5 projects to be considered after minimum number of eligible assignments of key personnel for scoring” is added in RfP
24	3.1.3	43	Evaluation of Technical Proposals	<p>The scoring criteria to be used for evaluation shall be as follows.</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>	We request the authority to please define highest number of eligible assignments. Request you to please confirm.	RfP is self-explanatory for clarification
25	3.1.3	43	Evaluation of Technical Proposals	Key Personnel Marking 30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) The comparative size and quality of Eligible Assignment; and (ii) Other relevant assignments or similar work in infrastructure sectors	Instead of Percentage breakup basis, we request the authority to kindly provide the detailed Marking breakup for individual key personnel based on their experience.	RfP is self-explanatory for clarification
26	3.1.3	43	Evaluation of Technical Proposals	Provided further, that in case of a Consortium, experience of individual Members against Eligible Assignments shall be added to arrive at the total experience of the Consortium for the purpose of evaluating eligibility as well as for the purposes of scoring.	Request you to consider Joint fulfilment.	No change is contemplated
27	3.1.4	44	Eligible Assignments	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 for physical completion	<ul style="list-style-type: none"> The criteria of 80 % completion are too restrictive and hence should be reduced to 60% The awarding of marks is linked to the percentage completion of the project which doesn't seem to be correct. We, therefore, request that the mentioned condition may be deleted and same marks may be awarded irrespective of the % completion of the project. 	reduce to 60% is considered

N	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
28	3.1.4	44	Eligible Assignments	Eligible Assignments	Under Eligible Assignments, we request you to also consider Marine Infrastructure projects with Project Cost more than 70 Crores. Also, request to consider Highways/Bridges projects on EPC/PPP mode with capital cost more than 150 Crores under infrastructure Projects	RfP is self-explanatory for clarification
Schedule-1 Terms of Reference of the RfP						
29	Terms of Reference, 2. Objective, Point (vi)	55	Terms of Reference, 2. Objective, Point (vi)	Financial modelling and project structuring: Detailed financial assessment of identified eco-tourism projects. Stakeholder consultation for overall project financial viability	We request the authority to please share a list of pre-identified eco-tourism projects (if any). Request you to please confirm	RfP is self-explanatory for clarification
30	3.2.	57	Data Collection and Stakeholder	Consultations A study needs to be conducted to assess the existing scenario of all the islands/sites in islands.	We request the authority to share the google coordinates over the map for better understanding of the all the islands/ sites in islands. Request you to please confirm.	RfP is self-explanatory for clarification
31	3.1, Point q.	57		Advising on tax-related issues arising out of the Project structuring;	Request you to please detail out the insights from the tax perspective.	RfP is self-explanatory for clarification
32	3.2	57	Data Collection and Stakeholder Consultations	Lakshadweep Administration shall share the data/ details to the extent available and help in procuring the readily available data including recent satellite images and GIS database 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 understand the requirement, however, we request the client to please share the preliminary list of data sets available, to help us evaluate the cost for procurement of data sets, cost of generating the data through ground survey can be determined and the same can be included while preparing the Financial proposal. Request you to please confirm.	RfP is self-explanatory for clarification
33	3.3.5	61	Socio-Economic Assessment	Inputs based on direct social consultations shall be included wherever such published data is not available in the public domain.	We understand the socio- economic assessment will conducted on the basis of secondary data based on published information with Census Survey of India or any authorized source only. Direct social consultation may lead to time and cost overrun of the project. Request you to please delete	No change is contemplated
34	3.3.6	62	Accessibility and Connectivity	Consultant shall study accessibility (regional and intra-island) and connectivity (transportation mode and infrastructure) to the project destinations. The study shall include analysis of traffic volume and frequency for all existing transport modes including air, water and road, while projecting the future scenario.	We understand the accessibility and Connectivity will be conducted only on the basis of secondary data available in the public domain as well as with the concerned authority Request you to please confirm	No change is contemplated

N	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog				
35	3.3.7	62	Infrastructure Gap Assessment	The consultant shall also conduct option-analysis and recommend suitable sizing and configuration for actionable opportunities for development of infrastructure in the islands and the project destinations	We understand the option- analysis and recommendations suitable sizing and configuration for actionable opportunities for development of infrastructure in the islands and the project destinations will be part of projects key findings after conducting the Stakeholder consultation. Hence, request you to please remove the clause. Request you to please confirm.	No change is contemplated				
36	3.4.1	64-65	Draft Detailed Project Report	Land use Zoning shall demarcate existing built fabric, infrastructure zone, tourism zones, ecologically sensitive areas etc. while also identifying land for future development	We understand existing land use plan for all the shortlisted islands will be provided to the selected consultant. Request you to please confirm	RfP is self-explanatory for clarification				
37	3.9.15	72	General: The scope of work	The Transaction Advisor is required to undertake the work incidental to the scope of work that may emerge during the Consultancy period but not specified in the Scope of Work. No additional payment will be made to the Consultant for the incidental work performed.	We understand the consultant will undertake all the work strictly in line with the scope of work. However, the work other than scope of work beyond the consultant's capacity & expertise would be critical to deliver. The same cannot be ascertained. Hence, request you to please remove the clause	No change is contemplated				
38	4	73-74-75-76	Deliverable	<table border="1"> <tr> <td data-bbox="581 1016 825 1192">D12</td> <td data-bbox="825 1016 1071 1192">Transaction Advisory (starts from after approval of Deliverable 10)</td> <td data-bbox="1071 1016 1317 1192">20</td> <td data-bbox="1317 1016 1561 1192">53</td> </tr> </table>	D12	Transaction Advisory (starts from after approval of Deliverable 10)	20	53	We request the authority to please modify the timeframe of the assignment. For quality delivery of the project, we request the authority to please consider 53 weeks for only the study phase i.e. D1 to D10 and additional 26 weeks for Transaction Advisory and Bid process management. Request you to please confirm.	No change is contemplated
D12	Transaction Advisory (starts from after approval of Deliverable 10)	20	53							

N	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog								
39	6.2	77	Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables	<table border="1"> <tr> <td data-bbox="617 233 813 516">D8</td> <td data-bbox="813 233 1041 516">Approvals and Clearances of CRZ,EC,LCZM A and FC (as per activities listed under 3.6.2 of the Scope of Work)</td> <td colspan="2" data-bbox="1041 233 1537 516">Work to be done simultaneously</td> </tr> <tr> <td data-bbox="617 516 813 1094">D12 (h)</td> <td data-bbox="813 516 1041 1094">Completion of Services till execution of concession agreement</td> <td data-bbox="1041 516 1273 1094">6.0</td> <td data-bbox="1273 516 1537 1094">27.0</td> </tr> </table>	D8	Approvals and Clearances of CRZ,EC,LCZM A and FC (as per activities listed under 3.6.2 of the Scope of Work)	Work to be done simultaneously		D12 (h)	Completion of Services till execution of concession agreement	6.0	27.0	We understand 15% of the project fees is success based which is a huge risk to the bidder. Also request you to confirm the breakup of fees for the different projects at each location on the successful signing of agreement	RfP is self-explanatory for clarification
D8	Approvals and Clearances of CRZ,EC,LCZM A and FC (as per activities listed under 3.6.2 of the Scope of Work)	Work to be done simultaneously												
D12 (h)	Completion of Services till execution of concession agreement	6.0	27.0											
40	6.2	77	Time and Payment Schedule	<p>Payment Schedule:</p> <p>g) Assistance in conducting the Bid process- 0%</p> <p>h) Completion of Services till execution of concession agreement – 5%.</p>	The Completion of Concession agreement may take many years. Hence, we request you to consider payment as 5% for assistance in conduction the Bid Process only.	No change is contemplated								
41	7	78	Meetings	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 to be borne by the Consultant.	We understand the expenses incurred by the consultant in attending the meetings and conferences with pre-qualified bidders or the selected bidder are to be considered while preparation of the financial proposal. Request you to please confirm.	RfP is self-explanatory for clarification								

N	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
47	8.2	Page No 84	Schedule-1 Terms of Reference	<p>Schedule-1 Terms of Reference; Clause 8.2: The Consultant shall establish a Project Office at Kavaratti, for efficient and coordinated performance of its Services. Team leader and other required Key Personnel shall be deployed at this office during the 53 (Fifty Three) weeks as specified in the Manning Schedule forming part of the Agreement. However, the Key personnel should be present as and when the Authority desires. 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 53 (Fifty three) weeks.</p>	<p>As the inputs of Experts are intermittent so, it would be difficult for them to be deployed at site for complete duration of their respective inputs. Additionally, design, Financial and Legal aspects of project can be better managed from home office with backend support. So, we request the client to kindly amend the clause as: "The Consultant shall establish a Project Office at Kavaratti, for efficient and coordinated performance of its Services. Team leader and other required Key Personnel shall be deployed at this office during the 53 (Fifty Three) 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. Also, for any remaining consultancy services beyond the first 53 (Fifty three) weeks Consultant may carry out the operations from the Head/Home Office. For kind consideration.</p>	<p>Key personnel should be present at project office, Kavaratti when authority desires during the completion of the project.</p> <p>Team Leader should be located at project office, Kavaratti during the completion of the project.</p> <p>The above para has been added in the RfP</p>
General						
48	Form 1	Page no. 132	Letter of Proposal, Pt. 11,	I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.	<p>We request that the word 'Chargesheet' may be removed and the clause may be modified as below: I/We further certify that in regard to matters relating to security and integrity of the country, we have not been convicted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates</p>	No change is contemplated
49	Form 1	Page no. 132	Letter of Proposal, Pt. 11,	I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees	<p>We request that the clause may be modified as below: "I/We further certify that our CEO or any of our Directors/Managers/employees have not been convicted by any regulatory authority."</p>	No change is contemplated
50	Appendix-I	130	Letter of Proposal, Point 6	I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.	To the best of our knowledge none of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part. However, owing to the huge size of the firm, the same cannot be ascertained.	No change is contemplated

N	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
51	Appendix-I Point 7(c)	131	Letter Proposal of	I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State;	To the best our capacity no one form our firm directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State. However, owing to the huge size of the firm, the same cannot be ascertained. Hence, request you to please remove the clause	No change is contemplated
52	Appendix-I, Point 10	131	Letter Proposal of	I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.	To the best our knowledge none of our Associates have been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community. However, owing to the huge size of the firm, the same cannot be ascertained. Hence, request you to please remove the clause	No change is contemplated
53	Appendix-I, Point 11	131	Letter Proposal of	I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.	To the best our knowledge we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates. However, owing to the huge size of the firm, the same cannot be ascertained. Hence, request you to please remove the clause	No change is contemplated
54	Appendix-I, Point 12	131	Letter Proposal of	I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees	To the best of our knowledge no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees. However, owing to the huge size of the firm, the same cannot be ascertained. Hence, request you to please remove the clause	No change is contemplated
55					If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.	RfP is self-explanatory for clarification

N .	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
56					<p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services.</p> <p>Please confirm our understanding is correct.</p>	RfP is self-explanatory for clarification