

**NITI Aayog  
NRE Vertical- Islands Development**

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

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Clause 1 of the RfQ-cum-RfP						
1.	Background	6		General	Are there any protected tribal habitations (No Go Zones) within the demarcated areas for planning and development?	Please refer clause 2.3.1 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated
2.	1.2	6	Background and Objective of the Assignment	Development Plans have been prepared for four islands namely Aves, Long, Smith and Ross of Andaman & Nicobar (Package I) and five Islands namely Bangaram, Cheriyam, Minicoy, Suheli and Thinakara Islands of Lakshadweep (Package III). Plans have been prepared through a Consultant and identified projects are being implemented in these Islands for islanders' benefit.	For a better understanding and reference of envisaged services / output, it is requested to kindly share the reports prepared for Packages I and II. Please consider.	No change is contemplated.
Clause 2 of the RfQ-cum-RfP						
3.	2.1	7	Stage II	Preparation of Detailed Master Plans	What shall be the scale for preparing and illustrating proposed detailed master plan?	The master plans may be prepared at a scale of 1:2500 illustrating general delineation/ description of proposed land uses, development plans etc.

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4.	2.3.1	8	Data Collection and Analysis	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, <b>cost for procurement of the available data would be borne by the Consultant.</b> In case of non-availability of data required for this assignment, the Consultant would generate data through ground survey or other scientific methods.	<p>For our better understanding of related costs while quoting our financial bid, the following is requested:</p> <ul style="list-style-type: none"> <li>• What is the level of satellite data that needs to be procured for GIS mapping – micro level data or macro level data? Based on that, high/low resolution data shall be procured?</li> <li>• Details of all envisaged ground surveys, scientific studies etc. to be carried out by the Consultant</li> <li>• It is requested to kindly clarify the costs involved. Alternatively, considering the uncertainty involved, it is requested that the cost towards all such procurements of satellite images, GIS database, technical surveys be reimbursed by NITI Aayog separately, at actuals. The Consultant shall however seek prior approval from NITI Aayog on the terms of reference and costs of such agencies. Kindly consider.</li> </ul>	The data available with the Government agencies and required for the consultancy assignment may be made available to the selected consultant subject to compliance with the existing rules/guidelines. The applicable charges for the same would be borne by the Consultant.
5.	2.3.1	8	Data Collection and Analysis	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.	<ol style="list-style-type: none"> <li>1. It is important to know the extent of data readily available with NITI Aayog/government department. It will help us assess the extent of primary survey may be required Can you please tell us, if: <ol style="list-style-type: none"> <li>i) Satellite imagery or topographic data of the sites in these three packages are available?</li> <li>ii) GIS databases of which of the island/sites is available?</li> <li>iii) Demographic data (including tribal) for the selected sites available?</li> <li>iv) There is any documentation of economic activities within the selected areas or even in larger area?</li> <li>v) We can get the documented boundaries of wild life sanctuaries/habitats the documented data on of flora, fauna and endangered species, if any in the given areas through the forest department?</li> <li>vi) We can get maps of existing infrastructure like water supply, drainage and electricity etc.?</li> <li>vii) We can get tourism footfall and other data of the past of these places or that of larger region?</li> </ol> </li> <li>2. Can you please tell which of the above data could be availed free of cost and what could be tentative cost of procuring the paid data as mentioned in the RFP?</li> <li>3. Please specify which all existing studies are available.</li> </ol>	Please refer clause 2.3.1 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated

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6.	2.3.1	8	Data Collection and Analysis	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, <b>the Consultant would generate data through ground survey or other scientific methods.</b>	It is our understanding that the following are not envisaged in the scope of services: <ul style="list-style-type: none"> <li>• Topo-surveys/ Total Station Surveys for determination of land extents (boundary co-ordinates), contours, etc.</li> <li>• Any Hydrological studies · Any tidal studies for determining the high / low tide levels and forecasting of tidal / water level behaviors pertaining to risks of submergence.</li> <li>• Any environmental studies, including EIA, etc.</li> <li>• Preparation of CRZ Maps for the islands. Kindly confirm.</li> </ul>	Clause 2.4.5 and clause 2.5.3 of the RfQ-cum-RfP may kindly be referred to, which are clear and self-explanatory. No change is contemplated. It is further to clarify that, reports such as Environment Impact Assessment (EIA)/Rapid EIA/Environment Management Plan (EMP)/others as required would be prepared by the consultant through duly authorised agencies.
7.	2.3.1	8	Scope of work	Data collection and analysis: 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	Kindly list the datasets not available with NITI Aayog and is required to be procured by the consultant.  As data procurement from different institutions will affect financial costs.	The data available with the Government agencies and required for the consultancy assignment may be made available to the selected consultant subject to compliance with the existing rules/guidelines. The applicable charges for the same would be borne by the Consultant.
8.	2.3.1	8	2.3 Stage I 2.3.1 Data collection and analysis:	Data collection and analysis <ul style="list-style-type: none"> <li>• Hydrological data (fresh water availability)</li> <li>• Climate- rainfall, wind etc</li> <li>• HFL/ Tsunami data, if any</li> <li>• Seismic data</li> <li>• Topographic data</li> <li>• Flora and Fauna/ Wild life/ Sanctuary</li> </ul>	i. Since Climate/Rainfall, HFL/HTL data and CRZ reports are crucial for the sites, please clarify if such ICRZ (Integrated Coastal Regulation Zone) reports/plans are developed for these islands? Or whether consultant has to do primary survey for these or secondary data can be referred to. ii. What will be NITI Aayog role in making these Secondary data available to consultant?	Please refer to clause 2.3.1 of the RfQ-cum-RfP which is clear and self-explanatory.
9.	2.3.1			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.	Please elaborate on the list of data/secondary information already available with the client.	Please refer to clause 2.3.1 of the RfQ-cum-RfP which is clear and self-explanatory

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10.	2.3.1			In case of non-availability of data required for this assignment, the Consultant would generate data through ground survey or other scientific methods.	In case of non-availability of data, surveys e.g. total station, DGPS, etc. of selected Islands/Sites are to be conducted and on consultant's cost. Kindly confirm.	Please refer to clause 2.3.1 of the RfQ-cum-RfP which is clear and self-explanatory
11.	2	7	Scope of Work		Will the consultant be required to carry out a detailed 'Environmental Impact Assessment (EIA) study?	Clause 2.4.5 and clause 2.5.3 of the RfQ-cum-RfP may kindly be referred to, which are clear and self-explanatory. No change is contemplated. It is further to clarify that, reports such as Environment Impact Assessment (EIA)/Rapid EIA/Environment Management Plan (EMP)/others as required would be prepared by the consultant through duly authorised agencies.
12.	2.3.1	8	Scope of Work Stage I	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	Request NITI Aayog to reimburse the cost of procurement of available data as per actual. In case of non-availability of data required for this assignment, the Consultant would generate data through ground survey or other scientific methods, however, will request cost for the same to be reimbursed by the client as per actuals.	No change is contemplated.
13.	2.3.1 and 2.3.4	8	2.3.1-Data collection and analysis 2.3.4 Base Mapping	2.3.1-Data collection and analysis 2.3.4 -Base Mapping	Please clarify If the following data will be made available by client: <ul style="list-style-type: none"> <li>All survey data including the high tide lines for coastal sites.</li> <li>CRZ boundary line</li> <li>Total station survey map/ contour map for the sites</li> </ul>	Please refer to clause 2.3.1 and 2.3.4 of the RfQ-cum-RfP which is clear and self-explanatory.
14.	2.3.2	8 to 9	Reconnaissance Survey	Site visits would need to be conducted to understand the nature and activities happening on each island/at and around the identified sites. All the requisite logistics support, permits, approvals etc. will be facilitated by the client in order to organise these site visits. However, cost for the site visit, collection of data, carrying out <b>scientific analysis</b> etc. would be borne by the Consultant.....	It is requested to kindly clarify the "Scientific analysis" envisaged.	No change is contemplated.

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15.	2.3.2	8	Scope of Work Reconnaissance Survey	Cost for the site visit, collection of data, carrying out scientific analysis etc. would be borne by the Consultant.	Request Client to reimburse the cost of the site visit as per actual and competitive in terms of financial quote.	No change is contemplated.
16.	2.3.3	9	Preliminary assessment of Development Potential	Environment (Protection) Act, 1986, and notifications issued there under including Coastal Regulation Zone Notification 2011, Island Protection Zone Notification 2011 .....	Kindly clarify whether CRZ Notification 2018 needs to be considered as well	Clause 2.3.3 is clear and self-explanatory.
17.	2.3.4	9	Base Mapping	Consultant shall prepare the base map of all the shortlisted islands/sites on CAD and GIS with all layers super-imposed.	Kindly specify whether satellite images and GIS Database available with Authority if not how would be they made available to consultants. Whether the charges for procurement would be borne by consultants? Kindly clarify.	The data available with the Government agencies and required for the consultancy assignment may be made available to the selected consultant subject to compliance with the existing rules/guidelines. The applicable charges for the same would be borne by the Consultant.
18.	2.3.4	9	Base Mapping	Consultant shall prepare the base map of all the shortlisted islands/sites on CAD and GIS with all layers super-imposed.	It is to be noted that GIS is an advanced tool which would be sufficient to prepare the base maps of all islands. Hence, the modifications in the RFP document may be done accordingly.	Please refer to Clause 2.3.4 which is clear and self-explanatory.
19.	2.3.5	10	Eco sensitivity analysis	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 for preparing Environment Impact Assessment (EIA)/Rapid EIA as and when required.	Please confirm if EIA / CRZ approvals/ documentation are part of the consultant scope.	Clauses 2.3.5, 2.4.5 and 2.5.3 of the RfQ-cum-RfP may kindly be referred to, which are clear and self-explanatory. No change is contemplated.  It is further to clarify that, reports such as Environment Impact Assessment (EIA)/Rapid EIA/Environment Management Plan (EMP)/others as required would be prepared by the consultant through duly authorised agencies.
20.	2.3.5	10	Eco Sensitivity Analysis	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.	It is our understanding that the data required for ecosensitivity analysis with respect to fauna and flora population both terrestrial and marine at the islands will be provided to the Consultant no detailed studies for identifying, mapping, etc are envisaged. Kindly Confirm.	No change is contemplated.

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21.	2.3.5	10	Eco Sensitivity Analysis	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>It is our understanding that the comments / suggestions shall be taking into considerations as inputs for any EIA Study/Rapid EIA in future, which is not in the scope of this RFP / Terms of Reference. Kindly Confirm. Incase the RFP is to be interpreted that EIA Study/Rapid EIA are in scope of the consultant, the following is submitted:</p> <ul style="list-style-type: none"> <li>EIA Studies would require a detailed design of the Project including plans, material specifications, quantities, construction methodology, waste disposal mechanism, Environment Management Plan (EMP), etc, which is currently not envisaged. Whereas, there is no concept of “in-principle” approval at MOEFF&amp;CC and rapid EIA is also not being accepted by MoEF&amp;CC any longer.</li> <li>MOEF&amp;CC accepts EIA studies carried out only by the Agencies 6mpanelled with it.</li> <li>The terms of references and no. of such studies shall determine the cost of such studies. Hence, it is requested to exclude Environmental Impact Assessment (EIA) from the scope of the Consultant. Kindly Consider.</li> </ul>	Clause 2.4.5 and clause 2.5.3 of the RfQ-cum-RfP may kindly be referred to, which are clear and self-explanatory. No change is contemplated. It is further to clarify that, reports such as Environment Impact Assessment (EIA)/Rapid EIA/Environment Management Plan (EMP)/others as required would be prepared by the consultant through duly authorised agencies.
22.	2.3.5	10	Eco Sensitivity Analysis	The findings of the eco-sensitivity analysis, so carried out, would be used for identification of projects (land-based, offshore and deepsea projects) and also for preparing Environment Impact Assessment (EIA)/Rapid EIA as and when required.	Please clarify if the eco sensitive analysis to be of the level of EIA study.	Please refer clause 2.3.5 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated

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23.	2.3.5	10	2.3.5 Eco Sensitivity Analysis: Andaman & Lakshadweep	<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. 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>Detailed ecological survey (both terrestrial and marine) is not feasible within the timeframe provided as it is also weather dependent and requires interpretations in different seasons. Instead the ecological study should be based on secondary data available and sample field verifications. Section 2.4.5 package iv says “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” The same is applicable for necessary clearance. The scale and kind of the studies required will be known only when the projects are finalized . At this stage committing for the same or calculating budgets for the same is not possible, hence either the scope should be made limited to only technical and financial project prefeasibility or a clause should be inserted to revisit the financials once the studies have been identified and their scopes have been mapped by the consultants.</p>	No change is contemplated
24.	2.3.6	10	Land Bank Assessment	<p>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.</p>	<p>It is our understanding that the details of ownerships / land records (Government / private/ community); type of land (forests/non-forest), vegetation status, eco-sensitivity etc. will be provided by the Concerned Departments/ NITI Aayog. Kindly Confirm.</p>	<p>The data available with the Government agencies and required for the consultancy assignment may be made available to the selected consultant subject to compliance with the existing rules/guidelines. The applicable charges for the same would be borne by the Consultant.</p>
25.	2.3.6			<p>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.</p>	<p>Is there any background/ preliminary assessment of the project status? Any information details on cadastral data with land ownership details, land acquisition data that can be made available to the Consultant? Or, consultant needs to physically verify on ground?</p>	<p>The data available with the Government agencies and required for the consultancy assignment may be made available to the selected consultant subject to compliance with the existing rules/guidelines. The applicable charges for the same would be borne by the Consultant.</p>

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26.	2.3.6	10			Please confirm that Land Bank details are available with NITI Aayog and will be provided to the selected consultant during the data collection phase.	The data available with the Government agencies and required for the consultancy assignment may be made available to the selected consultant subject to compliance with the existing rules/guidelines. The applicable charges for the same would be borne by the Consultant.
27.	2.3.6	10	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.	A special attention may be provided to the community land parcels (Pandaram land) in UT of Lakshadweep and to the land owned by forest department in UT of Andaman & Nicobar Islands while undertaking the exercise of land bank assessment.	Please refer to Clause 2.3.6 which is clear and self-explanatory.
28.	2.3.7	10	Land suitability Assessment		<p>A special attention may be provided to the community land parcels (Pandaram land) in UT of Lakshadweep while undertaking the exercise of land bank assessment. Further, the regulatory feasibility of these land parcels may also be undertaken in the initial stages of the project so as to reduce the risks of project implementation in future.</p> <p>The exercise of land bank assessment may also include caveat that it needs to consider and be carried out in accordance with the Office Memorandum issued by the Ministry of Finance DO letter No. No. 8 (18) / 2010 - E-II (A) dated 28.3.2011, which states that a specific approval of Union cabinet would be sought in each case of sale or long term lease of land belonging to the govt. or govt. controlled statutory bodies.</p>	
29.	2.3.8	11	Socio-economic Assessment	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. Presence of indigenous community, or religious structure, or traditions associated with the Island, shall be identified and documented as part of the assessment.	<p>It is our understanding that the details with regard to the social status of the local community – types of community, occupation, income levels etc. will be provided by the Concerned Departments/ NITI Aayog.</p> <p>Kindly Clarify.</p>	No change contemplated.



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30.	2.3.8			Socio- economic assessment: Inputs based on direct social consultations shall be included wherever such published data is not available in the public domain.	For direct social consultations with the islands, will the client provide assistance or social coordinator in initiating communication with the tribal, in terms of language translation etc.?	The Client would facilitate support to Consultants in the form of appropriate coordination with the concerned UT Administration as and when required.  No change is contemplated.
31.	2.3.9			Accessibility and Connectivity: 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.	Kindly confirm if traffic and transportation data is available with client. Or consultant to conduct traffic/transportation survey?	Clause 2.3.9 of the RfQ-cum-RfP is clear and self-explanatory. No change is contemplated.
32.	2.3.9	11	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.	It is our understanding that the current / past data/information with regard to traffic volume and frequency for all existing transport modes including air, water and road will be provided by the Concerned Departments/ NITI Aayog. Please confirm whether the Consultant has to carry out detail traffic surveys. Kindly clarify.	Clause 2.3.9 of the RfQ-cum-RfP is clear and self-explanatory. No change is contemplated.
33.	2.3.11	11	Stakeholder Consultations	Stakeholder Consultations	Kindly clarify / confirm the following: · Number of stakeholder Consultations to be conducted · Place of Stakeholder Consultations – Local / respective Islands, head Quarters etc · It is our understanding that the Stakeholder Consultations will be facilitated by the Client / Local Administration, including venue and convening the same?	The Client would facilitate support to Consultants in the form of appropriate coordination with the concerned UT Administration as and when required.  No change is contemplated.
34.	2.3.11		Stakeholder consultations:	The consultant at this stage is required to conduct interactions/ discussions with all relevant departments/ stakeholders	How will the client facilitate the consultant in tribal/local inhabitant stakeholder consultation? Kindly Specify.	The Client would facilitate support to Consultants in the form of appropriate coordination with the concerned UT Administration as and when required.  No change is contemplated.

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35.	2.3.11			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.	Please elaborate the role of NITI Aayog in arranging for the stakeholder consultations. Who are the relevant stakeholders? Can the list be made part of the RfP in order to understand the overall quantum of work?	The Client would facilitate support to Consultants in the form of appropriate coordination with the concerned UT Administration as and when required.  No change is contemplated.
36.	2.3.12	11	Scope of Work	<b>The Consultant shall assess the carrying capacity for the entire island</b> where the site is located, 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 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 Page 12 stakeholders regarding the carrying capacity numbers and getting these notified by the U.T. Administration	It is requested to clarify if the carrying capacity assessment is required to be conducted for entire island or specific project destinations. It is suggested that the analysis should be limited to influence zone and not the carrying capacity for entire island. Furthermore, it is observed that there is overlapping in package IV & VI. Considering the exclusivity clause for one consultant not eligible to be appointed for both Packages IV & VI, the responsibility of conducting the assessment will be shared between two consultants, which may not be operationally viable.  We request client to clarify the scope of carrying capacity analysis in terms of area and delineation of primary responsibility among consultants for package IV and VI.	Please see corrigendum II of the respective RfQ-cum-RfP document.
37.	2.3.12	11	Carrying Capacity	Consultant shall assess the carrying capacity of entire island....	It is requested that the carrying capacity to be conducted for specific sites only. The consultant will be required to justify the carrying capacity influence area for each site	Please see corrigendum II of the respective RfQ-cum-RfP document.
38.	2.3.12	11	Carrying Capacity	The consultant shall also ensure consensus among all stakeholders regarding the carrying capacity numbers and getting these notified by the U.T. Administration.	It is our understanding that the Consultant shall co-ordinate / facilitate the notification process, however for ensuring action by the U.T. Administration, the lead would be by Client. Please consider.	The Client would facilitate support to Consultants in the form of appropriate coordination with the concerned UT Administration as and when required. No change is contemplated.
39.	2.3.14	12	Draft Site Development Potential Report	Site Development Potential Report	It is our understanding that <ul style="list-style-type: none"> <li>Separate Site Development Potential Reports shall be prepared for each of the islands</li> <li>Site Development Potential Reports will not include Conceptual / Schematic drawings.</li> </ul> <b>Kindly Clarify</b>	No change is contemplated.

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40.	2.3.15		Presentation before the Inter-Ministerial Group (IMG)/any other forum	Once the report is finalised by NITI Aayog, consultant may be required to make a presentation before the IMG, or any other platform, defining the rationale for development potential of the Package IV islands/sites and other related matters. The changes as suggested by such authority may be required to be incorporated in the report and submitted for final approval.	It is understood that presentation has to be made before the Inter-Ministerial Group (IMG)/ any other forum during stage I, Stage II and Stage III. However, we are unable to quantify the number of presentations to be made to the IMG/ other forum.  We request client to confirm the number of presentations that is to be made for the approval of the respective milestone. Also, if Client shall facilitate and provide space for conducting all workshops?	Please refer clause 2.3.15 which is clear and self-explanatory.
41.	2.4.1	14	Scope of work	Draft Master Plan Sectoral Management Plans	Kindly specify sectors for which management plan needs to be prepared.	Please refer clause 2.4.1 which is clear and self-explanatory.
42.	2.4.1	13	Draft Master Plan	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	• Details for offshore/ Deep sea projects can only be prepared after conducting detail surveys which take considerable amount of time and resources. Without knowing the exact project, it is impossible to identify the approach and associated surveys. Within the framework of this study, the Consultants can list down these projects but cannot conduct primary survey required to justify the feasibility of these projects. It is thus requested that the scope of these projects to be restricted to desktop search and secondary data readily available only.	Please refer to Corrigendum II of the respective package.
43.	2.4.1	13	Draft Master Plan	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.	It is our understanding that the study excludes any exploratory / scientific / research pertaining to mines & geological explorations. Further, as per the RFP brief, the environmental sustainability needs to be maintained and the study is Tourism focused.  <b>Hence, it is requested to kindly delete the same from the Scope of Services.</b>	No change is contemplated.
44.	2.4.1	13	Draft Master Plan	Land Use Zoning shall demarcate existing built fabric, infrastructure zone, tourism zones, ecologically sensitive areas etc. while also identifying land for future development.	Is its requested to kindly clarify if the land use zoning has to be done for only the identified land parcels or for the whole island. <b>Please Clarify.</b>	Clause 2.4.1 of the RfQ-cum-RfP is clear and self-explanatory. No change is contemplated. However, it is to clarify that, land use zoning would be for the islands /identified sites in the islands.
45.	2.4.1	13	Draft Master Plan	Sectoral management plans	It is requested to kindly clarify the various “Sectoral Management Plans” envisaged.	No change is contemplated.

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46.	2.4.1	13	Draft Master Plan	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.	It is our understanding that the role of obtaining the clearances would not be that of the Consultants. In case of environmental and CRZ clearances too, the role of the consultant will be that of identifying the needful clearances, providing the data (viz: envisaged development components, etc) and coordinating with the EIA Consultant who would prepare the EIA TOR as per MOEF&CC guidelines, carry out the EIA, prepare the needful applications for MOEF&CC & CRZ approvals, etc and obtain the same. <b>Kindly Confirm.</b>	No change is contemplated.
47.	2.4.1	13 to 14	Draft Master Plan	Draft Master Plan	It is our understanding that <ul style="list-style-type: none"> <li>• Separate Master Plans shall be prepared for each of the islands that shall include the land use plan and development guidelines.</li> <li>• Master Plans shall not include Conceptual / Schematic drawings for identified tourism components.</li> </ul> <b>Kindly Confirm.</b>	Clauses 2.4.1 and 2.4.5 are clear and self-explanatory. No change is contemplated.

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
48.	2.4.1 2.5.3	13 to 14/ 16	Draft Master Plan/ Approvals and Clearances	<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>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 including collection of data and analysis (documentation, technical input, preparing various forms &amp; reports, etc.) for 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.</p>	<p>In case an EIA clearance is being envisaged at the Project Preparation Stage, the inputs for an EIA Study would require a detailed design of the Project including plans, material specifications, quantities, construction methodology, waste disposal mechanism (construction as well as during operations), Environment Management Plan (EMP), etc, for which a detailed design including appointment of Architect (involving time &amp; costs) would be required. Whereas, there is no concept of “in principle” approval at MoEFF&amp;CC.</p> <p>Also, each of the prospective developers may have their own ideas, concepts, designs, architects, etc for the envisaged development and would not want to abide by the designs prepared by the Government. However, any change in designs would entail seeking the clearance again. And the previous exercise carried out by the Department would end up being wasteful/ not utilized. Also, we understand that MOEF&amp;CC has an approved / empanelled list of EIA Consultants, one of whom should only be appointed for EIA Studies (which includes Environmental, Forest, CRZ etc.). Hence, it is proposed that in case it is felt that an EIA Study / EIA Process is required to be undertaken for the Project, the Consultant shall assist NITI Aayog / Concerned stakeholders in procuring such EIA Consultant. In view of the above, it is requested to kindly consider to delete EIA study / CRZ Clearances from the scope of the Consultant and limit only up to assisting the Stakeholders in obtaining the clearances. Kindly consider</p>	<p>Clause 2.4.5 and clause 2.5.3 of the RfQ-cum-RfP may kindly be referred to, which are clear and self-explanatory. No change is contemplated. It is further to clarify that, reports such as Environment Impact Assessment (EIA)/Rapid EIA/Environment Management Plan (EMP)/others as required would be prepared by the consultant through duly authorised agencies.</p>
49.	2.4.1	14	Draft Master Plan	<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.</p>	<p>Since the model documents for Package-I island anchor projects are ready and approved from SFC and PPPAC, the approvals from these committees may also be obtained at the stage of DPR to expedite the process and thus, the project execution</p>	<p>Please refer to clause 2.4.1 which is clear and self-explanatory.</p>

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
50.	2.4.3	14	Broad Cost Estimates	Broad cost estimates for site development shall include but not limited to costs for earthworks, civil works, roads & services/ utilities, cost of treatment plants, common infrastructure etc. Broad Cost Estimates shall be prepared as per the methodology adopted by the concerned UT Administration.	It is understood that block cost estimates are based on industry standards, thumb rules, experience of consultant and shall not involve detailed BOQs and shall not be based on Schedule of Rates, etc. Kindly Confirm.	No change is contemplated.
51.	2.4.4	14	Final Master Plan	Suggestions received would be suitably incorporated and the Final Master Plan for Development would be prepared and submitted to NITI Aayog through the concerned UT Administration.	It is our understanding that Client, approving authority and release of payments would be done by NITI Aayog.  Kindly Confirm	No change is contemplated.
52.	2.4.5	14	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.	Please confirm that this broad / indicative Detailed Project Report would form the base for further studies / clearances (viz; EIA, CRZ, etc) that are not in the scope of the Consultant. Kindly Confirm.	No change is contemplated.
53.	2.4.5	15	Broad/Indicative Detailed Project Reports (DPRs)	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.	This is in contradiction of the previous line “a Broad / Indicative Detailed Project Report”.  Also, please confirm whether the Consultant has to include schematic conceptual illustrations, designs, structural and architectural drawings etc. as part of the Broad Detailed Project Reports. Similarly, the proposals for infrastructure interventions, viz: Water Supply, Sewerage / Sanitation, Solid Waste Management, etc. would only be schematic at this stage and the would not comprise of detailed technical DPRs. Kindly Confirm.	No change is contemplated.
54.	2.4.5	14	Broad/Indicative Detailed Project Reports (DPRs)		The terminology used (Broad/Indicative DPRs) does not allow bidders to assess the extent of detailing required. It is requested that the client provide specific contents expected as part of the DPR.	No change is contemplated.
55.	2.4.5	14	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.	We request to kindly specify the number of projects to be detailed towards preparation of Detailed Project Reports.	No change is contemplated.

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
56.	2.5.1	15	Financial Feasibility	The Consultant shall also undertake sensitivity analysis by identifying the most critical factors and determine their impact on the IRR, including varying project costs and benefits, implementation period, and combinations of these factors	The Financial feasibility may also include the calculation of EIRR, which shall give a broad idea of social benefits of the project for the people involved and the inhabitants of the selected islands.	Please refer to clause 2.5.1 which is clear and self-explanatory.
57.	2.5	15	Stage III		The volume of work required and hence the resource allocation will depend upon the number of projects to be assessed at this stage. It is therefore requested that the client provide an indicative figure with respect to number of such projects that are envisaged to be undertaken at this stage.	No change is contemplated.
58.	2.5.1	15	Scope of Work Stage 3	The Consultant would evolve an optimal structure for the finalized projects and assess the financial feasibility of development on a mix of public funding, Public-Private Partnership (PPP) model, donor investments and purely private investment or otherwise.	The stage 2 deliverable, consultant would be submitting master plan and broad / indicative DPRs. It should be understood that the project costing at indicative level can only be block estimates. Our understanding is that basis these block estimates, consultant should prepare various model financial models considering various scenarios. Request client to confirm the same.	Please refer clause 2.5.1 and 2.4.3 which is clear and self-explanatory.
59.	2.5.2	15	Regulatory Framework	Regulatory Framework	It is our understanding that the role of the consultant shall be limited to suggesting new regulatory measures (new policies, guidelines, single window systems, etc. and shall not include drafting of such policies, guidelines, acts, amendments, etc. Kindly Confirm.	No change is contemplated.
60.	2.5.3	16	Approvals and Clearances	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.	Approvals and clearances may take time beyond the project period of 13 months (may be even after the completion of stage -III & IV). So consultant's scope should be limited to prepare the data and documentation for the same.  Or is consultant required to provide support until all the approvals are obtained? E.g. EIA would be carried out after the Master Plan is prepared. Please clarify.	Please refer clause 2.5.3 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
61.	2.6	16	Stage IV	<b>Transaction Advisory support for the identified/planned projects</b>	Considering the nature of the engagement, it is not possible to estimate the total number of projects that will be identified during master planning. Hence number of DPRs and projects for which transaction advisory is required also cannot be estimated at this juncture. As a pay-out model, we request the department to consider introducing component of success fee i.e. for each project identified for which DPR and transaction advisory is carried out, a success fee based on overall project cost can be paid to the consultant. This is a standard industry practice for transaction advisory projects.	No change is contemplated.
62.	2.6	16	Stage IV	Transaction Advisory support for the identified/planned projects	It is requested to kindly clarify the min. / max. number of Projects envisaged to be taken up for Transaction Advisory, as this is critical for estimating the time inputs. Please Clarify.	No change is contemplated.
63.	2.6.1	16	Recommendation of key terms of the Bid and standardization of terms	Based on the pre-feasibility plans, the consultant will recommend the most attractive and marketable transaction structure	It is our understanding that for Projects identified for development on PPP, pre-feasibility studies shall be required to be carried out, on the basis of which the key recommendations on terms would be made. Please confirm.	No change is contemplated.
64.	2.6.1	16	Recommendation of key terms of the Bid and standardization of terms	Key Terms	It is our understanding that in case of Union Territories, for Project terms involving land, the approval of Ministry of Home Affairs (MHA) is mandatory. It is thus requested to confirm the in-principle approval of MHA on the same. We understand that the UT Administration / Client would co-ordinate with the MHA for the same. Kindly Confirm.	No change is contemplated.
65.	2.6.1	16	Recommendation of key terms of the Bid and standardization of terms	<b>Preparation of Bid Documents</b> Memorandum for Standing Finance Committee (SFC) and Public Private Partnership Appraisal Committee of the Government	Since the model documents for Package-I island anchor projects are ready and approved from SFC and PPPAC, the memorandum mentioned in this stage i.e. Memorandum for Standing Finance Committee (SFC) and Public Private Partnership Appraisal Committee of the Government shall also be undertaken in the Phase 2 of DPR preparation.	Please refer to clause 2.6.1 which is clear and self-explanatory.
66.	2.6.2		Investors' meet	The Consultant would provide all necessary assistance including preparation of Project Information Memorandum for the Investors' meet.	We understand that NITI Aayog shall be organizing the Investors meet. And consultant' role would be to provide only up to documentation. Kindly confirm.	Please refer to clause 2.6.2 which is clear and self-explanatory. No change is contemplated.
67.	Scope of Services		Scope of Services	Scope of Services	It is requested to kindly clarify the role of the Consultant for non-PPP / Public Funded Projects	No change is contemplated.



S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
68.	4		Scope of Work	Indemnification	TA Consultant shall be indemnified from all local and social risks pertaining to the land(s) & Project(s). Please Confirm	No change is contemplated.
69.						
Clause 3 of the RfQ-cum-RfP						
70.	3		Deliverables	Timelines	Consider the process timelines for approvals (UT Administration, MOEF&CC, MHA, etc), in case of extension of timelines of Project for reasons not attributable to Consultant, it is requested to consider an extension fee, that shall be paid on pro-rata basis. Please Consider.	No change is contemplated.
71.	3			Timelines	The project time frame is very short and looking at the scope of work, need for applying for clearances and providing transaction advisory services, the project duration should be a minimum of 18 months.	Please refer to Corrigendum II of the respective package
72.	3		Stage I Baseline Study	<p>Inception Report (including but not limited to details of Approach &amp; Methodology, strategy for data collection and analysis, team deployment plan and work plan to achieve deliverables within envisaged timelines).</p> <p>Draft Site Development Potential Report (as per activities listed under 2.3.1 to 2.3.13 of the Scope of Work) and presentation before the Inter- Ministerial Group (IMG)/ concerned stakeholders</p> <p>Final Site Development Potential Report after incorporating feedback from the client on the draft report and as per activities under 2.3.14 and 2.3.15 of the Scope of Work</p>	<p>The timeframe given for Stage I deliverable is 2 months. This is too short considering the activities that has to be performed listed under 2.3.1 to 2.3.13 including presentation to IMG/ concerned stakeholders.</p> <p>As per clause/ activity 2.3.4 Base map shall be prepared after all surveys are completed in case of non-existent of data. A project of such locations/ scale, surveys shall approximately take 1.5 months based on experienced. Looking at the quantum of work to be undertaken, the timeline given for submission i.e. 2 months is not sufficient to complete the baseline study. We request Client to extend the timeline to 3 month for Deliverable 1 submission.</p> <p>Hence requesting to increase the timeframe from 2 months to 3 months. Please Confirm</p>	No change is contemplated.
73.	3		Stage Deliverable	The total timeframe to complete the deliverable is 13 months.	Considering the logistics and approval challenges that the consultant would incur in due course of the project, requesting to increase the total time-frame to 15 months	Please refer to Corrigendum II of the respective package

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74.	3	19-20	Deliverables	<table border="1"> <thead> <tr> <th>S.NO</th> <th>Stage</th> <th>Time Frame (M)</th> <th>Cumulative Time Frame (M)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Baseline Study</td> <td>1 month</td> <td>1 month</td> </tr> <tr> <td>2.</td> <td>Master Plan</td> <td>2 months</td> <td>3 months</td> </tr> <tr> <td>3.</td> <td>Project Structuring and implementation</td> <td>1 month</td> <td>4 months</td> </tr> <tr> <td>4.</td> <td>Transaction Advisory</td> <td>5 months</td> <td>9 months</td> </tr> </tbody> </table>	S.NO	Stage	Time Frame (M)	Cumulative Time Frame (M)	1.	Baseline Study	1 month	1 month	2.	Master Plan	2 months	3 months	3.	Project Structuring and implementation	1 month	4 months	4.	Transaction Advisory	5 months	9 months	<p>Considering that the studies require a significant number of data sets to be collected primary and/or secondary, which may require substantial time. Furthermore, <b>Master Planning</b>, is one of the most important activity of the engagement. Considering the impact master planning, we request client to kindly reconsider the timelines as following:</p> <table border="1"> <thead> <tr> <th>S.NO</th> <th>Stage</th> <th>Time Frame (M)</th> <th>Cumulative Time Frame (M)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Baseline Study</td> <td>2 months</td> <td>2 months</td> </tr> <tr> <td>2.</td> <td>Master Plan</td> <td>10 months</td> <td>12 months</td> </tr> <tr> <td>3.</td> <td>Project Structuring and implementation</td> <td>2 months</td> <td>14 months</td> </tr> <tr> <td>4.</td> <td>Transaction Advisory</td> <td>5 months</td> <td>9 months</td> </tr> </tbody> </table>	S.NO	Stage	Time Frame (M)	Cumulative Time Frame (M)	1.	Baseline Study	2 months	2 months	2.	Master Plan	10 months	12 months	3.	Project Structuring and implementation	2 months	14 months	4.	Transaction Advisory	5 months	9 months	Please refer to Corrigendum II of the respective package
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75.	3	19	Deliverables		<ul style="list-style-type: none"> <li>The timelines defined are very ambitious (for all stages). It is requested that the client reconsider the timelines and make it more realistic.</li> <li>For Stage IV (Transaction Advisory), a period of 5 months has been provided. We would like to highlight that each package will have multiple transactions (because of multiple site locations). In case of multiple PPP projects by a single authority, it is better to phase out the transactions to maintain potential bidder interest. Therefore, trying to complete all transactions within the time frame of 5 months is not advisable.</li> <li>Our suggestion would be to either expand the time frame through mutual discussion during the transaction advisory phase (after considering the unique features of each transaction) or to limit the transaction process to a pilot project that can then be replicated (through standardized bidding documents) for other identified locations.</li> </ul>	Please refer to Corrigendum II of the respective package																																								
76.	3	19	Deliverables and timelines	<p>Package IV and VI  Stage I- 2 month  Stage II- 3 months  Stage III- 3 months  Stage IV- 5 months</p> <p>Package VI  Stage I- 1 month  Stage II- 2 months  Stage III- 1 months  Stage IV- 5 months</p>	<ul style="list-style-type: none"> <li>The timelines provided for each stage deliverable are very aggressive and difficult to achieve for a judicious delivery of the specified scope of services.</li> <li>The timelines provided for earlier packages was 10 months for Stage II which now has been reduced to only 3 months and 2 months. The scope defined in stage II cannot be delivered in just 3/2 months.</li> <li>Requesting to please keep timelines for Stage II to be 10 months.</li> </ul>	Please refer to Corrigendum II of the respective package																																								

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
77.	3	20	Deliverables Stage II Master Plan of Development	Draft Master Plan of holistic development including infrastructure development (as per activities listed under 2.4.1 and 2.4.2 of the Scope of Work); and Broad Cost Estimates (para 2.4.3 of the scope of work) and presentation before the Inter- Ministerial Group (IMG)/ concerned stakeholders	The time frame of 3 months is too less considering the level of detailing envisaged in the Master plan. We, therefore request you to give a time frame of at least 6 months/package for the Master Plan Development	Please refer to Corrigendum II of the respective package
78.	3	21	Deliverables	Stage I – Baseline Study – 2 months (Time frame)	Considering vast scope of work under Stage I, which includes reconnaissance Survey, Preliminary Assessment of Development Potential, Base Mapping (CAD or GIS), Eco sensitivity analysis, land suitability assessment, socioeconomic assessment, infrastructure gap assessment, stakeholder consultations, carrying capacity analysis, market and technical assessment, preparation of draft Development potential report etc. for all the 5 islands, which is time consuming process, it is requested to extend the time frame to 4 months. <ul style="list-style-type: none"> <li>It is understood that the time indicated is excluding the time taken for approvals from the concerned authorities on the deliverables submitted.</li> </ul> <b>Kindly Consider</b>	Clause 3 (Stage I: Baseline Study) is clear and self-explanatory. No change is contemplated.
79.	3	22	Deliverables	<b>Stage IV – Transaction Advisory</b> Bid Process Management, as per para 2.6.3 of the scope of work – 2.5 months (Time frame)  Deal Strategy and Project Commencement (Upon Issuance of LOA, as per para 2.6 of the scope of work)- 1month (Time frame)	It is understood that the timeframe indicated would be total involvement time of the consultant in these two activities. It is also understood that the timeframe / fees shall be extended in case the projects go for bidding multiple times (for reasons not attributable to the Consultant).  <b>Kindly clarify.</b>	Clause 3 (Stage IV: Transaction Advisory) is clear and self-explanatory. No change is contemplated.
<b>Clause 4 of the RfQ-cum-RfP</b>						
80.	4	20	RfQ-cum-RfP Processing Fee	Processing Fee of Rs.1.00 Lakh	It is requested to consider the processing Fee as INR.50,000.	No change is contemplated.
81.	4	20	RfQ-cum-RfP Processing Fee:	The RfQ-cum-RfP submissions shall be accompanied by a Bank Draft of INR 1,00,000/- (Indian Rupees One Lakh only) in favour of “PAO, NITI Aayog”, payable at New Delhi, India, as a non-refundable RfQ-cum-RfP processing fee (the “RFQ-cum- RFP Processing Fee”). Proposals unaccompanied with the aforesaid RfQ-cum-RfP Processing Fee shall be liable to be rejected by the Client	Processing fess seems to be high. You are requested to kindly reduce	No change is contemplated

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
82.	4	20	RfQ-cum-RfP Processing Fee	Non-refundable processing fee of Rs. 1,00,000/-	This is on the higher side. Request you to please keep it to Rs. 10,000/-	No change is contemplated
83.			RfQ-cum-RfP Processing Fee	The RfQ-cum-RfP submissions shall be accompanied by a Bank Draft of INR 1,00,000/- (Indian Rupees One Lakh only) in favour of "PAO, NITI Aayog", payable at New Delhi, India, as a non-refundable RfQ-cum-RfP processing fee.	Since there are three bids to be submitted, the bid processing fee of Rupees One Lakh is a bit high. We request you to kindly keep Rupees One Lakh as bid-processing fee for all the three bids.	No change is contemplated
<b>Clause 7 of the RfQ-cum-RfP</b>						
84.	7.1	21	Eligibility of Applicant	Consultants for the two packages of Andaman & Nicobar Islands would be different.	It is requested to delete this condition, for enabling us in submission of a competitive proposal.	No change is contemplated.
85.	7.1	21	Eligibility of Applicant	Further, it is for information of the applicants that the consultant would be different for the two packages of Andaman & Nicobar Islands. In other words, the consultant for Package IV would not be considered for Package VI and vice-versa	Since the package IV and VI are at the same location, we request that this condition to be relaxed or otherwise, consultant to be allowed to propose same team for package IV and VI as they eventually will be given only one of the packages.	Please refer to Corrigendum II of the respective RfQ-cum-RfP document.
86.	7.3 & 7.4	21 and 22	Conflict of Interest	Conflict of Interest	Please clarify the applicability of the Conflict of Interest Clause for the Consultants of the previous package.	No change is contemplated.
87.	7.5		Eligibility of Applicant	An Applicant eventually appointed to provide Consultancy for this Assignment/ Project, and its Associates, shall be disqualified from subsequently bidding for any tender, directly or indirectly (including through consortium/ joint ventures) for providing consultancy and/or goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 02 (two) years from the date of submission of the last deliverable	We would request you to kindly waive off this clause because the feasibility study or master planning which would be undertaken for this particular assignment will be specific to Andaman and Nicobar and Lakshadweep islands. Therefore, the analysis and solutions which will be provided for the mentioned locations will not be applicable to any other project.	Please refer to clause 7.5 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated.

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
88.	7.8 (i)	25		(i) Number of members in a consortium shall not exceed 3 (Three)	It is our understanding that the Consultant can engage independent experts and sub-consultant (for surveys, etc) in addition to forming Consortium with 2 firms. Kindly Confirm.	Clause 7.8 is clear and self-explanatory. No change is contemplated.
89.	7.1 and 8.3 (ix)	21 and 26	Eligibility of Applicant and Technical Proposal	Further, it is for information of the applicants that the consultant would be different for the two packages of Andaman & Nicobar Islands. In other words, the consultant for package IV would not be considered for Package VI and vice-versa” and “In case an Applicant is submitting its bid for more than one package, any expert proposed as key personnel for one package cannot be proposed as key personnel for another package(s)”	If the client is considering award of only one package of Andaman to consultant then bidders should be allowed to bid package IV and VI with one team.	Please refer to Corrigendum II of the respective RfQ-cum-RfP document.
90.	7.1	21	Eligibility of Applicant	Further, it is for information of the applicants that the consultant would be different for the two packages of Andaman & Nicobar Islands. In other words, the consultant for Package IV would not be considered for Package VI and vice-versa.	The criteria is too restrictive. The same should be relaxed to award both the packages IV and VI to the same consultant as it shall be easier for one consultant to set up an office in Port Blair for the successful execution of the project.	No change is contemplated.
91.	7.1	21	Eligibility of Applicant		It is mentioned in section 7.1 that “Consultant would be different for the two packages of Andaman & Nicobar Islands. In other words, the consultant for Package IV would not be considered for Package VI and vice versa.”  It is suggested that this clause be removed, as in terms of implementation it is easier for one consultant to undertake both the assignments in parallel. It will also be more convenient for the UT administration in terms of day to day interactions, data sharing, approvals etc. Request to consider.	No change is contemplated.
<b>Clause 8 of the RfQ-cum-RfP</b>						
92.	8.3	25	Technical Proposal	The Consultant would set up their office at Port Blair for working on this assignment. Team Leader or Project Manager, along with other experts/key personnel, would be stationed at Port Blair and would report to NITI Aayog through A&N Administration. Ministry of Home Affairs (MHA) would also be informed	While we appreciate the condition of setting up of office at Port Blair, it is requested to consider the following: The role/requirement of experts at site is intermittent and not envisaged for the estimated project duration of 13 months. <b>Hence, it is requested not to make it mandatory for stationing all the experts at Port Blair for the assignment duration.</b>	Clause 8.3 (ii) is clear and self-explanatory. However, it is to clarify here that, other experts/key personnel as mentioned in this clause would be stationed at Port Blair/Kavaratti as per requirement for the assignment and as per terms and conditions as per clause 16 of the RfQ-cum-RfP documents.
93.	8.3 (i)		Technical Proposal	The Team Leader and Project Manager proposed must be a full-time permanent employee of the Applicant	Positions such as Team Leader and Program Manager requires industry expert people to be taken onboard for successful completion of the project, therefore we would request you to kindly waive off this clause.	No change is contemplated.

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
94.	8.3	25	Technical Proposal	Technical Proposal (ii) The Consultant would set up their office at Port Blair for working on this assignment.	Will office space be provided by client at Port Blair? Or is the Consultant supposed to bear its cost?	The concerned UT Administration would provide necessary assistance in setting up the office. However, the cost would be borne by the Consultant.
95.	8 (i)		Technical Proposal	The Team Leader and Project Manager proposed must be a full-time permanent employee of the Applicant.	Requesting to delete this clause and consider independent subject matter expert or sub-consultant for this position.	No change is contemplated.
96.	8.3 (i)		Technical Proposal	The Team Leader and Project Manager proposed must be a full-time permanent employee of the Applicant	We understand only one among TL&PM would be required to be the full-time employee of the applicant. Please confirm.	No change is contemplated.
97.	8 (ii)		Technical Proposal	The Consultant would set up their office at Port Blair for working on this assignment. Team Leader or Project Manager, along with other experts/key personnel, would be stationed at Port Blair and would report to NITI Aayog through A&N Administration. Ministry of Home Affairs (MHA) would also be informed.	Please confirm if suitable office space/project site office shall be provided to consultant during the consultancy period.	The concerned UT Administration would provide necessary assistance in setting up the office. However, the cost would be borne by the Consultant.
98.	8.3 (ii)	25	Technical Proposal	The Consultant would set up their office at Port Blair for working on this assignment. Team Leader or Project Manager, along with other experts/key personnel, would be stationed at Port Blair and would report to NITI Aayog through A&N Administration. Ministry of Home Affairs (MHA) would also be informed	We request you to please allow the delivery of the assignment from the consultant's home office as some of the key experts would not be willing to reallocate for this and also looking at the scope of services under this project, the project can be delivered from existing setup with periodic visits to site as and when deemed necessary by client/consultant. This will enable us to propose a better team for the project.	Clause 8.3 (ii) is clear and self-explanatory. However, it is to clarify here that, other experts/key personnel as mentioned in this clause would be stationed at Port Blair/Kavaratti as per requirement for the assignment and as per terms and conditions as per clause 16 of the RfQ-cum-RfP documents
99.	8.3 (ii)	25	Technical Proposal	The Consultant would set up their office at Port Blair for working on this assignment. Team Leader or Project Manager, along with other experts/key personnel, would be stationed at Port Blair and.....	We request to kindly modify as highlighted below: "The Consultant would set up their office at Port Blair for working on this assignment. The key personnel shall be deployed on-site as per agreed work plan, however ensuring minimum 25% of onsite availability over the project duration to facilitate project coordination and day-to-day technical support."	No change is contemplated.
100.	8.3 (ii)	25	Preparation of proposal	<b>The Consultant would set up their office at Port Blair for working on this assignment. Team Leader or Project Manager, along with other experts/key personnel, would be stationed at Port Blair and would report to NITI Aayog through A&amp;N Administration. Ministry of Home Affairs (MHA) would also be informed.</b>	We understand that the presence of the team is required on ground. However, we request client to consider that their physical presence shall be as and when required.  Permanent deployment of senior and experts/ key personals of the organization at the site office may not be required considering the intermittent inputs. It is suggested that the team leader or project manager will always be deployed in Port Blair, however other key resources and experts will be made available as and when needed.	Clause 8.3 (ii) is clear and self-explanatory. However, it is to clarify here that, other experts/key personnel as mentioned in this clause would be stationed at Port Blair/Kavaratti as per requirement for the assignment and as per terms and conditions as per clause 16 of the RfQ-cum-RfP documents

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101.	8.3 (xiv)	26	Technical Proposal	If the Applicant, being a Consortium, is qualified on the strength of the experience of a member which is a foreign company/entity, requisite key personnel from that foreign company/entity shall be fielded.	In such cases, it is requested to allow the delivery to happen at respective home offices (for foreign partner of the consortium) and periodic visits to site as and when deemed necessary by client/consultant.	No change is contemplated.
102.	8.3	26	Technical Proposal	The Applicant should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate.	As a matter of our Firm's policy, the Firm does not enter into any formal consortium arrangements or agreements. Where 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. Request you to kindly allow us to submit a 'Sub-Consultant' Agreement. The content can be in line with the Joint bidding agreement already mentioned in the RFP.	No change is contemplated.
103.	8.3 (xiii)	26	Technical Proposal	The Applicant should form a Joint Venture/ Consortium with his Associate in case he wants to submit the proposal using the experience/ strength of his Associate.	We request to kindly allow to use parent/group company credentials for the project experience, without forming Joint Venture/Consortium within the same group of companies.	No change is contemplated.
104.	8.3	26	Technical Proposal:	(ix) No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished. In case an Applicant is submitting its bid for more than one package, any expert proposed as key personnel for one package cannot be proposed as key personnel for another package(s).	We request you to allow the repetition of CVs. Also we understand that One consultant would not be awarded more than one package. So request to allow the repetition of CVs for all positions.	Please refer to Corrigendum II of the respective RfQ-cum-RfP document.
105.	8.3 (ii) & 16	34	8.3-Technical Proposal 16- Key experts	Clause- 8.3 (ii)-The Consultant would set up their office at Port Blair for working on this assignment. Team Leader or Project Manager, along with other experts/key personnel, would be stationed at Port Blair and would report to NITI Aayog through A&N Administration. Ministry of Home Affairs (MHA) would also be informed  Clause 16- Core team- expected to be deployed full time over the entire duration of the assignment.	<ul style="list-style-type: none"> <li>• Is there a need for full time deployment of key personals/ PM on site?</li> <li>• What is the deployment requirement for other experts/ key personals?</li> <li>• Will all submissions/ meeting held in Port Blair only or there will be presentations to NITI Aayog in Delhi also?</li> <li>• Suggestion: there will be requirement of a full team to work on the project including the Key personals and support personals Deputing key personal on site will lead to a disconnected team. Moreover, the infrastructure availability (including internet connectivity) in Port Blair is a challenge. Also, the project is at planning and feasibility stage. It will be appropriate to have full team deployment on site when the project reaches construction stage. We request to relax the clause for deployment of key staff at site.</li> </ul>	Clause 8.3 (ii) is clear and self-explanatory. However, it is to clarify here that, other experts/key personnel as mentioned in this clause would be stationed at Port Blair/Kavaratti as per requirement for the assignment and as per terms and conditions as per clause 16 of the RfQ-cum-RfP documents.

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106.	8.3	25	Technical Proposal	Experts in Portblair/Kavartti	<p>The RFP documents requires all experts to be based in Portblair/Kavaratti. Although the need of day to day coordination with UT administration is well understood, relocating the whole team to these isolated locations with limited infrastructure facilities and internet connectivity might actually hamper the work flow.</p> <p>Also MHA, MoEF &amp;CC and many key departments will have to be coordinated with for this project and these important ministries are based out of Delhi.</p> <p>Hence it is highly recommended that only one or two local coordinators should be mandated to stay full time in the Uts and the remaining team can operate from respective consultants' head office with all facilities available. This will ensure smooth work flow and timely completion of the project</p>	Clause 8.3 (ii) is clear and self-explanatory. No change is contemplated.
107.	Clause No. 8.3 (ix)		Technical Proposal	No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished. In case an Applicant is submitting its bid for more than one package, any expert proposed as key personnel for one package cannot be proposed as key personnel for another package(s).	We would like to request that as mentioned in the RFP that Package IV & VI shall not be given to the same consultant, taking this into consideration kindly allow to propose same team for package IV & VI. In addition to the above clause, kindly confirm that other key experts which would be required or deployed as per the requirements can be same for two packages.	Please refer to Corrigendum II of the respective RfQ-cum-RfP document
108.	8	27	Preparation of Proposal	(i) The Team Leader and Project Manager proposed must be a full-time permanent employee of the Applicant. Independent subject matter experts or sub-consultants who are not permanent full time employees of the Applicant may be proposed as key staff (other than the Team Leader and Project Manager) provided a documentary evidence is furnished that such experts are dedicated to work with the Applicant for the duration of their involvement under this assignment and they have no conflict with respect to the terms and conditions of this RfP document. Further, such key staff can-not be a part of key staff of any other Applicant.	<p>It is our understanding that the Consultant can engage the Key Staff (other than the Team Leader and Project Manager) as independent consultants and they need not be part of the Consortium members.</p> <p>Kindly Confirm.</p>	The relevant clauses of RfQ-cum-RfP documents are clear and self-explanatory. No change is contemplated.



S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
109.	8	27	Preparation of Proposal	<p>(ii) The Consultant would set up their office at Kavaratti / Port Blair for working on this assignment. Team Leader or Project Manager, along with other experts/key personnel, would be stationed at Kavaratti / Port Blair and would report to NITI Aayog through Lakshadweep / Andaman Administration. Ministry of Home Affairs (MHA) would also be informed.</p> <p>As per Clause 16 Key Experts (Page 37), Core Team is expected to be deployed full time over the entire duration of the assignment</p>	<p>There seems to be ambiguity in the clause. It is requested to give clarity whether only the Core team shall be deployed full time at the Project site or the entire team (Core team &amp; Other Experts) shall be stationed at Project Site. Kindly Clarify.</p> <p>Considering that this is a lumpsum fee contract and for making a competitive bid proposal, stationing the Team Leader or Project Manager at Kavaratti / Port Blair on full time basis may not be feasible. However, it is proposed that the Team Leader and Project Manager will be available for a period of 10 days/ month for the entire duration of the assignment. Kindly Consider.</p> <p>Also considering that there would be staggering of services of the key personnel during the assignment period of 13 months, it is requested that the experts would be visiting based on the project requirement. Kindly Consider.</p>	<p>Clause 8.3 (ii) is clear and self-explanatory. However, it is to clarify here that, other experts/key personnel as mentioned in this clause would be stationed at Port Blair/Kavaratti as per requirement for the assignment and as per terms and conditions as per clause 16 of the RfQ-cum-RfP documents.</p>
110.	8	27	Preparation of Proposal	<p>(ix) No alternative proposal for any key personnel shall be made and only one CV for each position shall be furnished. In case an Applicant is submitting its bid for more than one package, any expert proposed as key personnel for one package cannot be proposed as key personnel for another package(s).</p>	<p>In case an Applicant is submitting its bid for more than one package, and only one package is awarded to the Applicant, can the Applicant interchange the key personnel with best experience from another package into the package awarded, by taking prior approval of the Client. Kindly Confirm.</p>	<p>The relevant clauses of RfQ-cum-RfP documents are clear and self-explanatory. No change is contemplated.</p>
111.	8	27	Preparation of Proposal	<p>(xii) "Client certifications for the projects listed under the experience section. Client certifications (copy of work order or completion certificate from clients) must confirm the key project attributes (scope and nature of the consultancy assignment, consultancy fee, project cost, area of the project in sq. kms, duration of the consultancy, fee received and details of the client etc.). In case of inability of the Applicant to furnish the above Client certifications, Applicants are allowed to submit certificates signed by the Applicant's Authorised Signatory and counter-signed by Statutory Auditor/ qualified Chartered Accountant of the Applicant to establish evidence of key project attributes mentioned above."</p>	<p>Work Orders or Completion Certificates from Clients may not have all the key project attributes (scope and nature of the consultancy assignment, consultancy fee, project cost, area of the project in sq. kms, duration of the consultancy, fee received and details of the client etc.).</p> <p>Hence, the list of Eligible Assignments of the Applicants comprising of key project attributes (scope and nature of the consultancy assignment, consultancy fee, project cost, area of the project in sq. kms, duration of the consultancy, fee received and details of the client etc.) self-attested by the Authorized Signatory shall be produced towards Proof of Project Execution. The same could however be subject to scrutiny in detail for the selected Consultant(s) at the contracting stage. Kindly Consider.</p>	<p>Clause 8.3 (xii) is clear and self-explanatory. No change is contemplated.</p>
Clause 12 of the RfQ-cum-RfP						

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112.	12.2(1)	32	Minimum Qualification Criteria	Applicants should have experience of undertaking at least 2 (two) 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	i) Do the City Master Plans qualify for the same? Please clarify. ii) Will the project experience as JV partner be considered for eligibility and marking?	Please refer clause 12 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated
113.	12 (i) (ii) (iii)	32	Minimum Qualification Criteria		Can we show the same project for different eligibility clauses, if it fulfils more than one condition?	Clause 12 is clear and self-explanatory. No change is contemplated.
114.	12 (2)	32	Minimum Qualification Criteria	Bidders should have an average annual turnover of INR 50 Crore during last 3 (three) financial years from consultancy services of an equivalent amount.	We request you to kindly reduce annual average turnover demand for more or better participation	No change is contemplated
115.	12	32	Minimum Qualifying criteria	Bidders should have an average annual turnover of INR 50 Crore during last 3 (three) financial years from consultancy services of an equivalent amount.	i. Kindly consider average annual turnover of INR 25 Crore during last 3 (three) financial years from Consultancy services. ii. Kindly confirm whether consultancy services would also include Professional Services, & brokerage.	No change is contemplated
116.	12	33	Minimum Qualifying criteria	(i)Applicants should have experience of undertaking at least 2 (two) 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.	i. Kindly refer-Package IV, V & VI-Annexure-II- List of Islands and Location and Package Detail. Since the area mentioned are not even 25sqkm we Request Authority for all Packages (IV,V, VI), the area criteria be diluted to 5 sqkm as against 25 sqkm ii. We understand that City Development Plan (CDP), Environment Development Plan (EDP) will qualify as eligible project under city development ecosystem criteria. Kindly confirm. iii. Kindly confirm Regulatory Framework of islands be considered under this category?	No change is contemplated

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
					<p>iv. Whether Smart City Challenge Proposals will qualify under City development ecosystem?</p> <p>Kindly confirm</p>	
117.	12	33	Minimum Qualifying criteria	(iii) The Applicant must demonstrate experience of at least one (1) project which involves undertaking ecological, environmental and social assessments of projects related to maritime/ island / coastal/ riverine/ tourism/city development ecosystem involving a minimum area of twenty-five (25) sq km.	We Request Authority for all Packages (IV, V, VI), the area criteria be diluted to 5 sqkm as against 25 sqkm.	No change is contemplated
118.	12	32	Minimum Qualification Criteria	Bidders should have an annual turnover of INR 50 Crore during last 3 (three) financial years from consultancy services of an equivalent amount.	We request you to reduce the turnover requirements to INR 10 Cr during the last three years.	Please refer clause 12 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated
119.	12		Minimum Qualification Criteria	Minimum area of 25 Sq. Kms required for evaluation of projects under category (i) & (iii)	We would like to say that 25 Sq.kms is a huge area and project of such scales are not much in number, therefore we would request you to kindly waive off the area clause from the requirement pertaining to minimum qualification as well as under technical evaluation proposal also.	No change is contemplated.

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
120.	12	32 to 33	Minimum Qualifying Criteria	Applicants should have experience of undertaking at least 2 (two) 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	we request you to reduce the requirement to one project.	Please refer clause 12 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated
121.	12 (ii)	32 to 33	Minimum Qualifying Criteria	Applicants must demonstrate experience of at least one (1) project which involves undertaking technoeconomic 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.	We request you to allow international projects for this criteria	Please refer clause 12 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated. However, it is to clarify that the projects undertaken in India/abroad would be eligible.
122.	12 (iii)	32 to 33	Minimum Qualifying Criteria	The Applicant must demonstrate experience of at least one (1) project which involves undertaking ecological, environmental and social assessments of projects related to maritime/ island / coastal/ riverine/ tourism/city development ecosystem involving a minimum area of twenty-five (25) sq km. 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.	We request you to allow international projects for this criteria	Please refer clause 12 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated. However, it is to clarify that the projects undertaken in India/abroad would be eligible.
123.	12	32	Minimum Qualifying Criteria	Applicants should have experience of undertaking at least 2 (two) 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	<p>We request you to modify as below:</p> <p>Applicants should have experience of undertaking at least 2 (two) projects in India and/or abroad involving creation of holistic vision and integrated master plans/<b>development plan</b> 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 <b>ten (10) sq km</b></p> <p><b>The overall scope for delivery is close to 13 sq Km. Hence, it is requested to please modify accordingly considering CPWD guidelines.</b></p>	No change is contemplated.

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
124.	12	32	Minimum Qualifying Criteria		Please clarify from the that Minimum Qualifying criteria can be met jointly by consortium partners.	Please refer clause 12 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated.
125.	12	32	Minimum Qualifying Criteria	Applicants should have experience of undertaking at least 2 (two) 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.	The requirement is minimum area of 25 sq kms is too high and not in line with the project requirements. We therefore request to relax this criteria as follows:  <b>Applicants should have experience of undertaking at least 2 (two) 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 ten (10) sq.kms.</b>	No change is contemplated.
126.	12	32	Minimum Qualifying Criteria	The Applicant must demonstrate experience of at least one (1) project which involves undertaking ecological, environmental and social assessments of projects related to maritime/ island / coastal/ riverine/ tourism/city development ecosystem involving a minimum area of twenty-five (25) sq km. 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.	The requirement is minimum area of 25 sq kms is too high and not in line with the project requirements. We therefore request to relax this criteria as follows:  <b>The Applicant must demonstrate experience of at least one (1) project which involves undertaking ecological, environmental and social assessments of projects related to maritime/island/coastal/riverine/tourism/city development ecosystem involving a minimum area of ten (10) sq.km. 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.</b>	No change is contemplated.

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
127.	12	33		The Applicant must demonstrate experience of at least one (1) project which involves undertaking ecological, environmental and social assessments of projects related to maritime/ island / coastal/ riverine/ tourism/city development ecosystem involving a minimum area of twenty-five (25) sq km. 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.	Please provide clarity whether same projects can be repeated as provided under category (i)	Clause 12 is clear and self-explanatory. No change is contemplated.
128.	12 (4)	33	Minimum Qualifying Criteria	The Firm/ Bidder should not have been blacklisted by any State Government, Central Government or any other public sector undertaking or a corporation as on the date of RfQ-cum-RfP. An undertaking to this effect should be submitted.	This confirmation can be given to the best of our knowledge and belief as on date for our associates in India only.	Clause 12 is clear and self-explanatory. No change is contemplated.
129.	12	32	Minimum Qualifying Criteria	Bidders should have an average annual turnover of INR 50 Crore during last 3 (three) financial years from consultancy services of an equivalent amount	What does 'from consultancy services of an equivalent amount mean'?	Clause 12 is clear and self-explanatory. No change is contemplated.
130.	12 (Note)	33	Minimum Qualifying Criteria	Note: For Evaluation purposes while determining projects undertaken within last 10 years, projects with Start date on or before 22 <sup>nd</sup> October, 2009 would not be considered eligible.	Kindly request you to consider modifying as "Projects with End date on or before 22 <sup>nd</sup> October 2009 would not be considered eligible."	No change is contemplated.
131.	12	34	Minimum Qualifying Criteria	1. The Applicant should be a private/public limited company or partnership firm or expert institution.	It is requested to also consider Limited Liability Partnerships (LLPs)	Clause 12 is clear and self-explanatory. No change is contemplated.
132.	12	34	Minimum Qualifying Criteria	2. Bidders should have an average annual turnover of INR 50 crore during last 3 (three) financial years from consultancy services of an equivalent amount	Considering the scale and size of the project, it is suggested to increase financial criteria to minimum INR 100 Cr. For ensuring at par competition	Clause 12 is clear and self-explanatory. No change is contemplated.

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133.	12	35	Minimum Qualifying Criteria	(i) Applicants should have experience of undertaking at least 2 (two) 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.	Considering vast scope of the assignment, it is requested to consider the experience of assignments pertaining to Transaction Advisory/Regional economic analysis/ Economic Development Plan/ Techno-economic Feasibility Studies/Master Plan/ Development Plan for Tourism, SEZs, Industrial Parks, Economic corridor, Airports, etc.  Kindly confirm.	Clause 12 is clear and self-explanatory. No change is contemplated.
134.	12 (i)	35	Minimum Qualifying Criteria	(i) Applicants should have experience of undertaking at least 2 (two) 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 <b>minimum area of twenty five (25) sq km.</b>	The requirement of min. 25 Sq. Kms. Is restrictive and very few tourism destination master plans have been done for 25 Sq. Kms. <b>Hence, it is requested to delete the requirement of min. 25 Sq. Kms. Please Consider.</b>	Clause 12 is clear and self-explanatory. No change is contemplated.
135.	12	35	Minimum Qualifying Criteria	(iii)The Applicant must demonstrate experience of at least one (1) project which involves undertaking ecological, environmental and social assessments of projects related to maritime/ island / coastal/ riverine/ tourism/city development ecosystem involving a minimum area of twenty-five (25) sq km. 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	Considering similar project approach for ecological, environmental and social assessments under various sectors, it is requested to modify the criteria as below: “The Applicant must demonstrate experience of at least one (1) project which involves undertaking ecological, environmental and social assessments of projects related to maritime/ island / coastal/ riverine/ tourism /urban development /SEZs / industrial parks/ Economic corridor ecosystem involving a minimum area of twenty-five (25) sq km. 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”. Kindly consider.	Clause 12 is clear and self-explanatory. No change is contemplated.
136.	12	35	Minimum Qualifying Criteria	(i), (ii) & (iii)	It is our understanding that the same Projects can be repeated in all the three (3) packages, in case we are bidding for all the three (3) packages. Kindly Confirm.	Clause 12 is clear and self-explanatory. No change is contemplated.
137.	12	35	Minimum Qualifying Criteria	Eligible Projects	It is requested to consider the projects where more than 70% of the work is completed.  Kindly confirm.	Clause 12 is clear and self-explanatory. No change is contemplated.
138.	12.1 and 12.2	32	Minimum Qualifying Criteria	The Applicant must be in operation in India for a minimum period of five years. Bidders should have an average annual turnover of INR 50 Crore during last 3 (three) financial years from consultancy services of an equivalent amount.	We request you to please ease these clauses for start-ups registered in Start-up India Program and for the firms who have demonstrated capacity in the past of working for similar projects such as holistic development planning around tourism - riverine, waterfront, sea, islands, coast, marina, berthing facilities, etc. with government clients.	No change is contemplated.

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139.	Clause 14	36	Deliverables	Time-frame – 13 months	Considering vast scope of services, it is requested to extend the duration of assignment by additional 5 months (i.e. Time Frame is 18 months). Kindly Consider.	Please refer to Corrigendum II of the respective RfQ-cum-RfP document.				
Clause 16 of the RfQ-cum-RfP										
140.	16	34 – 36	Key Experts		We request the client to evaluate the CVs of Core Team and allow to submit CVs of non-core team at the time of negotiation.	No change is contemplated				
141.	16	34	Key Experts		Please clarify whether Bidders can provide the same list of Key Experts for Packages IV and VI; as it is specified that the same Bidder will not be awarded these two packages.	Please refer to Corrigendum II of the respective RfQ-cum-RfP document.				
142.	16	34 – 36	Key Experts		We would request client to reconsider the minimum years of professional experience as follows:	No change is contemplated				
				SN	Position		Min Professional Experience	SN	Position	Min Professional Experience
				1.	Team Leader		15	1.	Team Leader	12
				2.	Project Manager/Urban Planner		10	2.	Project Manager/Urban Planner	8
				3.	Economic & Financial Expert		10	3.	Economic & Financial Expert	8
				4.	Environmental Expert		10	4.	Environmental Expert	8
				5.	Transaction Expert		10	5.	Transaction Expert	8
				6.	Ecological Expert		10	6.	Ecological Expert	5
				7.	GIS Expert		10	7.	GIS Expert	5
				8.	Social Expert		10	8.	Social Expert	5
				9.	Infrastructure expert		10	9.	Infrastructure expert	5
				10.	Water Resources expert		10	10.	Water Resources expert	5
				11.	Tourism and Hospitality Expert		10	11.	Tourism and Hospitality Expert	5
				12.	Tribal/Anthropology Expert		10	12.	Tribal/Anthropology Expert	5
13.	Fisheries Expert	10	13.	Fisheries Expert	5					
143.	16	35	Key Experts	<b>Environmental Expert</b> – Masters in Environment/Environmental Engineering or related Environmental sciences disciplines. Should have experience of working on similar projects. The expert should also be NABET accredited.	NABET accreditation is done for EIA Consultant Organizations and not individuals. The requirement for accreditation is relevant if the consultant is conducting Environment Impact Assessment (EIA), however as per scope of work for this engagement, the scope is limited to eco-sensitivity analysis which maybe used for preparing Environmental Impact Assessment (EIA)/Rapid EIA as and when required by the Department.	No change is contemplated				



S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
					We request client remove the clause as it is not applicable.	
144.	16	34 – 35	Key Experts	Major positions from (pt 6 to 13) require “Bachelor’s degree” in respective sectors/domains	It is understood that masters and above qualification in required/relevant discipline will be considered too. Please confirm.	Clause 16 is clear and self-explanatory. No change is contemplated.
145.	16	37	Key Experts	1. Team Leader	As the scope involves diverse experience for development management of the 5 islands under various sectors, it is requested to consider Post Graduation in Planning/ Business Management/ Civil Engineering/ Architecture/ Environmental Engineering with 15 years of experience in Development Plans, Vision Plans, Policy formulation, Project Structuring, PPP framework etc. Kindly Consider	Clause 16 is clear and self-explanatory. No change is contemplated.
146.	16		Key Experts	Minimum year of professional experience required Team Leader min 15 years of experience and other key experts of min 10 years of experience	We would like to request that team on site team shall have key experts having experience of minimum 5 years and above, in case of Team Leader the experience should be minimum 10 years because higher years of experienced person may not be able to work on site for the entire project duration. Therefore, they can be taken under pool of advisors which would oversee the team in delivery	No change is contemplated.
147.	16	37	Key Experts	4. Environmental Expert The expert should also be NABET accredited	Expert with NABET accreditation is too restrictive. Request you to deleted the clause. Instead minimum years of experience can be made into 15 years. <b>Kindly consider</b>	Clause 16 is clear and self-explanatory. No change is contemplated.
148.	16.3	35	Key Experts Team Leader	The team leader should be Post-graduate in Urban Planning/ Urban Design/ other relevant Infrastructure Design and/ or Master Planning related disciplines. Experience in design and master planning of projects with tourism/ cultural/ 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. With Minimum years of professional experience : 15 years	The present project shall require business and administrative capabilities, hence a team leader with Post-graduation in MBA may also be considered. A leeway in number of years of experience is requested to individuals who have strong prior experience of working for similar projects such as holistic development planning around tourism - riverine, waterfront, sea, islands, coast, marina, berthing facilities, etc. with government clients.	No change is contemplated.
149.	16.5	35	Other Key experts : Project Manager, Economic & Financial Expert, Environmental Expert, Transaction Expert	Minimum years of professional experience : 10 years	The execution of projects of similar scale and typologies would be a better metric to measure an individual's experience than the number of years s/he has worked for. Hence, we request you to please ease the experience criteria for key experts from 10 years to 7 years	No change is contemplated.
150.	16.9		Other experts : Ecological Expert, GIS			

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
			Expert, Social Expert, Infrastructure expert, Water Resource expert, Tourism and Hospitality Expert, Tribal/ Anthropology Expert, Fisheries Expert			
151.	16	38	Key Experts	5. Transaction Expert	As the scope involves Transaction Advisory Services/ Bid Process Management/ Mobilization of Vendors etc., it is requested to consider MBA (Marketing) or MBA in any discipline with 15 years of experience in Transaction Advisory Services for Tourism Projects etc.  Kindly Consider.	Please refer to Clause 16 of the RfQ-cum-RfP documents which are clear and self-explanatory. No change is contemplated.
152.	16	38	Key Experts	8. Social Expert (Bachelors in Social Science/Social works or related disciplines)	It is our understanding that social sciences include Anthropology, Archaeology, Economics, Human Geography, History, Law, Linguistics, Politics, Psychology and Sociology. Please confirm.	Please refer to Clause 16 of the RfQ-cum-RfP documents which are clear and self-explanatory. No change is contemplated.
153.	16	39	Key Experts	11. Tourism and Hospitality Expert	Experts with qualification of Bachelors in Anthropology / Social Work or related disciplines is limited in India and abroad, hence it is requested to consider any Post Graduate Degree in Social Science with 10 years of experience in related field.	Please refer to Clause 16 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated.
154.	16	39	Key Experts	12. Tribal/Anthropology Expert	Experts with qualification of Bachelors in Anthropology / Social Work or related disciplines is limited in India and abroad, hence it is requested to consider any Post Graduate Degree in Social Science with 10 years of experience in related field.	Please refer to Clause 16 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated.
155.	16		Key experts	Core Team (Expected to be deployed full time over the entire duration of the assignment) i. Team Leader- 15 Years (Minimum Years of Professional Exp) ii. Project Manager/Urban Planner- 10 Years iii. Economic & Financial Expert-10 years iv. Environmental Expert- 10years v. Transaction Expert- 10 years	Since the project Locations are based out of Andaman and Nicobar Islands, It becomes difficult for consultants to deploy professionals of such experience at a far of location for 13 months, hence we would request Authority to relax the Minimum years for core team of Deployment at project location as below: i.Team Leader- 10 years ii. Project Manager/Urban Planner- 7 years iii. Transaction Expert- 7 years Also we request to keep fulltime deployment members upto maximum three (3) members. Other experts would be made available as per need basis of the assignment.	No change is contemplated
156.	16		Other Experts	Tribal /Anthropology Expert & Fisheries Expert'	Tribal /Anthropology Expert & Fisheries Expert are difficult to find hence these CVs not to be evaluated in Technical evaluation criteria.	No change is contemplated

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
157.	16		Other Experts	All the experts in Other Experts Category	We request Authority to consider minimum 7 Years of professional experience for all the "Other Experts Category	No change is contemplated
158.	16			Approval of submission of reports	Who will be approval authority for the deliverables submitted by the consultants? NITI Aayog or Local Administration or Both?  If both then, how the time lost in co-ordination between the two authorities will be compensated to the Consultant in terms of time over-run and escalation in fees.	No change is contemplated
<b>Clause 17 of the RfQ-cum-RfP</b>						
159.	17.1	37	Bid Security	A Bid Security in the form of a Demand Draft/ Bank Guarantee from a scheduled Commercial Bank in India in favour of "Pay and Accounts Officer, NITI Aayog, New Delhi", payable at New Delhi, for the sum of INR 10,00,000/- (Rupees Ten lakhs only) shall be required to be submitted by each Applicant. The Bid Security shall be in the format given as part of the RfQ-cum-RfP. The Bid Security shall be valid for a period of 45 days beyond the validity period of the tender. Refer Annexure-IV for Format of Bid Security.	We request you to kindly consider MSME or reduce the amount of bid security for more or better participation	No change is contemplated
<b>Clause 18 of the RfQ-cum-RfP</b>						
160.	18.3	38	Negotiation	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health.	We Request to allow two substitutions for each key personnel under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel.	No change is contemplated
161.	18.3	40	Negotiation	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health.	It is requested to modify the clause as below: The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health or resignation/termination of the key personnel from the firm. Kindly Consider.	Please refer to Clause 18.3 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated.
162.	18.3	40	Negotiation	During the course of providing services, substitution of key personnel in excess of 15 (fifteen) percent of Key Personnel would call for reduction of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel.	It is requested to modify the clause as below: "During the course of providing services, substitution of key personnel in excess of 15 (fifteen) percent of Key Personnel would call for reduction of remuneration. Such reduction will not exceed 10 (ten) percent of the remuneration agreed for the Original Key personnel".  Please consider.	Please refer to Clause 18.3 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated.

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
163.	18.3			During the course of providing services, substitution of key personnel in excess of 15 (fifteen) percent of Key Personnel would call for reduction of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel.	Kindly delete this condition	No change is contemplated.
Clause 26 of the RfQ-cum-RfP						
164.	26	43	Proprietary Data	Firms are to treat all information as strictly confidential.	It is requested to modify the clause as below: Firms are to treat all information as strictly confidential for a period of one year from the date of disclosure”	Please refer to Clause 26 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated.
165.	26	43	Proprietary Data		It is requested to include the following clause:  “Notwithstanding the foregoing, the Consultant retains all rights in any software, materials, know-how, methodologies and/or any pre-existing IPR that the Consultant may use or develop in connection with this Agreement”.	Please refer to Clause 26 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated.
Clause 28 of the RfQ-cum-RfP						
166.	28.1	42	Performance Security	Within 15 days after the issue of Work Order by the NITI Aayog, the tenderer shall furnish performance security to the client (NITI Aayog) for an amount equal to ten per cent of the total value of the contract.	We request you to reduce the performance security amount from 10% to 5% of the total value of the contract.	No change is contemplated.
167.	28.3	42	Liquidated Damages for delay	<b>In case of delay in competition of Services, liquidated damages not exceeding an amount equal to 1.0% (one percent) of the Contract Value per week, subject to a maximum of 10 % (ten percent) of the Contract 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 may be granted.</b>	Given the nature of assignment and multiple data points to be procured from other agencies/departments, there is high probability that this can lead to delays beyond control of the consultant.	No change is contemplated.
168.	28.1	44	Performance Security	Within 15 days after the issue of Work Order by the NITI Aayog, the tenderer shall furnish performance security to the client (NITI Aayog) for an amount equal to ten per cent of the total value of the contract.	It is requested to consider the Performance Guarantee as 5%, which is also a common practice in Consultancy assignments of such nature.  Also please clarify when Performance Security will be returned?	No change is contemplated.
169.	28.2	44	Performance Security	Liquidated Damages for error/variation: In case any substantial error or variation or lack of integrity in the Survey data submitted by the firm is detected and such error or variation is the result of negligence or lack of due diligence on the part of the firm, the consequential damages thereof shall be quantified by the NITI Aayog in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.	It is requested to replace “negligence” with “gross negligence”. The term “gross negligence” be defined as follows: “For the purposes of this contract, “gross negligence” means the Consultant’s conduct of so high a degree as to amount to a wilful and consciously reckless disregard of agreed professional duty.”	No change is contemplated.

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
170.	28.3	44	Performance Security	Liquidated Damages for delay: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1.0% (one percent) of the Contract Value per week, subject to a maximum of 10 % (ten percent) of the Contract 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 may be granted.	For a fair and balanced contract, it is requested to include the following clause:  “Liquidated Damages will be applicable only the delay is solely attributable to the Consultant.”	Please refer to clause 28.3 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated.
<b>Clause 29 of the RfQ-cum-RfP</b>						
171.	29.3	45	Resolution of Disputes	Failing resolution of the Dispute through the conciliatory mechanism, the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Chief Executive Officer (CEO), NITI Aayog, on the recommendation of the Secretary, Department of Legal Affairs, Government of India	It is requested that the sole arbitrator shall be mutually appointed. Kindly Consider	Please refer to clause 29.3 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated.
172.	29.4	45	Resolution of Disputes	Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award	It is requested to delete this clause	No change is contemplated.
<b>Annexure I of the RfQ-cum-RfP</b>						
173.	Annexure I		Data Sheet	Last date for uploading replies to the queries and corrigendum by Client – September 9 <sup>th</sup> , 2019	Please clarify.	Please refer to Corrigendum I dated 26.09.2019 in respect of Packages IV, V and VI placed on the website of NITI Aayog and Central Public Procurement Portal.
174.	Annexure I		Data Sheet	Subcontracting – The extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price.	It is our understanding that this condition shall not be applicable to sharing of roles amongst consortium partners.  Further, considering the profile of the project, vast scope of services and diverse expertise requirement, there is a need for sub-contracting key sectoral experts with vast experience in the sector. Hence it is requested to restrict the subcontracting to 50 (fifty) percent.  Kindly Consider.	No change is contemplated.

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
175.	Annexure-I	45	Data Sheet	24 Combined Technical and Final Evaluation Quality cum Cost Based Selection The weights given to technical and financial proposals are: Technical = 0.8   Financial = 0.2	We request Authority to consider QCBS 70:30 Ratio	No change is contemplated.
176.	Annexure-I		Data Sheet	The closing date and time for Submission of Bid (Proposal due date) October 24, 2019 at 1500h	We request you to kindly extend the date of Proposal from 24 <sup>th</sup> Oct 2019 to 15 <sup>th</sup> Nov 2019, in view of pulling the desired info for submitting robust technical submission and if consultant wishes to submit three separate packages, adequate time is required.	Please refer to Corrigendum II of the respective RfQ-cum-RfP Document
177.	Annexure I	45		Bid proposal submission date- 24th Oct	This is a festival month and majority of staff will be on leave during this tenure. The proposal submission date may please be extended by 30 days.	Please refer to Corrigendum II of the respective RfQ-cum-RfP Document
178.	Annexure I	45	Annexure I-Data Sheet	October 24, 2019 at 1500 Hrs	We request client to please provide at least 3 weeks from the date clarification of the pre-bid queries.	Please refer to Corrigendum II of the respective RfQ-cum-RfP Document
179.	Annexure I	45	Annexure I-Data Sheet	The closing date and time for Submission of Bid (Proposal Due Date) October 24, 2019 at 1500 Hrs	We request to extend the last date of submissions by additional 03 weeks from the date of revisions/addendum in RFP.	Please refer to Corrigendum II of the respective RfQ-cum-RfP Document

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
180.	Annexure I	45	Annexure I-Data Sheet	The closing date and time for Submission of Bid (Proposal Due Date) is October 24, 2019 at 1500 Hrs	We request you to extend the deadline of submission of bid by at least 3 weeks from the date of uploading of queries and issuance of corrigendum of NITI Aayog.	Please refer to Corrigendum II of the respective RfQ-cum-RfP Document
181.	Annexure I	45	Annexure I-Data Sheet		We request postponement of the Proposal Due Date (currently 24 <sup>th</sup> October 2019) as there is limited staff availability during the festival period lasting up to the first week of November. The client may consider extending the Proposal Due Date by a month.	Please refer to Corrigendum II of the respective RfQ-cum-RfP Document
182.	Annexure I	45	Annexure I-Data Sheet	Timeline for submission – 24 <sup>th</sup> October, 2019	As October is a month of holidays (Dussehra and Diwali), and we are expecting to receive the answers to Prebid queries only by 9 <sup>th</sup> October 2019, <b><u>it is requested that the submission date be extended by at least two weeks i.e. 7<sup>th</sup> November, 2019</u></b>	Please refer to Corrigendum II of the respective RfQ-cum-RfP Document
Annexure II of the RfQ-cum-RfP						
183.	Annexure II	47 (for package IV and VI and p.49 for Package V)	List of Islands and Location and Package details	Table showing the names of sites/Island identified for each of the packages.	Can we get maps of the four sites showing the boundary and natural features for preparing the proposal? It will be essential to prepare our estimate efforts and challenges for conducting site surveys, planning studies etc.	The proposal may be prepared based upon the information given in the RfQ-cum-RfP documents.
Annexure III of the RfQ-cum-RfP						
184.	Annexure III	49	Part 1	Proposed Approach and Methodology for the assignment	Is there any minimum of maximum page limit? Please clarify.	No page limit has been mentioned in Annexure III (proposed approach and methodology for the the assignment) of the RfQ-cum-RfP documents.
185.	Annexure-III	49	Technical Evaluation	Main Criteria and Weights Standing and Experience of the consulting firm-25% Experience and responsibility profile of the key personals involved on this project: 50% Proposed Approach and Methodology for the assignment - 25%	We propose the following Standing and Experience of the consulting firm-40% Experience and responsibility profile of the key personals involved on this project:40% Proposed Approach and Methodology for the assignment -20% And accordingly sub weightage. Kindly consider.	No change is contemplated

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog																																																								
186.	Annexure-III		Technical Evaluation		Please confirm if the project experience can be repeated in the three categories and will be considered for qualification and evaluation	Please refer to Annexure III- Technical Evaluation criteria which is clear and self-explanatory.																																																								
187.	Annexure-III	50	Technical Evaluation	B2. Relevant Overseas/International Experience-20%	We request authority to kindly reconsider removing this criterion of Overseas/International experience. This would hamper the spirits of professional who work only in India. These 20% be distributed in Education & Overall Professional Experience. Kindly Consider.	No change is contemplated.																																																								
188.	Annexure III	50	Technical Evaluation Criteria	Overall Impression: 10%	One of the sub-heads in the evaluation criteria for the resources is overall impression of the resources other than few objective criteria. This 10% criteria is subjective in nature. We would request client to kindly reconsider the same and adjust these 10% in other objective criteria.	No change is contemplated.																																																								
189.	Annexure III	49	Technical Evaluation Criteria	<p>Experience and responsibility profile of the key personals involved on this project: 50% in Form: 1D</p> <p>Key experts (Please attach details in CV of Project Experts)</p> <table border="1"> <thead> <tr> <th>Key Expert</th> <th>Marks</th> <th>Key Expert</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1. Master Planner/Team Leader</td> <td>6</td> <td>1. Master Planner/Team Leader</td> <td>8</td> </tr> <tr> <td>2. Project Manager</td> <td>5</td> <td>2. Project Manager</td> <td>7</td> </tr> <tr> <td>3. Economic &amp; Financial Expert</td> <td>5</td> <td>3. Economic &amp; Financial Expert</td> <td>6</td> </tr> <tr> <td>4. Environmental Expert</td> <td>5</td> <td>4. Environmental Expert</td> <td>3</td> </tr> <tr> <td>5. Transaction Expert</td> <td>5</td> <td>5. Transaction Expert</td> <td>6</td> </tr> <tr> <td>6. Ecological Expert</td> <td>3</td> <td>6. Ecological Expert</td> <td>2</td> </tr> <tr> <td>7. GIS Expert</td> <td>3</td> <td>7. GIS Expert</td> <td>2</td> </tr> <tr> <td>8. Social Expert</td> <td>3</td> <td>8. Social Expert</td> <td>2</td> </tr> <tr> <td>9. Infrastructure Expert</td> <td>3</td> <td>9. Infrastructure Expert</td> <td>4</td> </tr> <tr> <td>10. Water Resource expert</td> <td>3</td> <td>10. Water Resource expert</td> <td>2</td> </tr> <tr> <td>11. Tourism and Hospitality Expert</td> <td>3</td> <td>11. Tourism and Hospitality Expert</td> <td>4</td> </tr> <tr> <td>12. Tribal/Anthropology Expert</td> <td>3</td> <td>12. Tribal/Anthropology Expert</td> <td>2</td> </tr> <tr> <td>13. Fisheries Expert</td> <td>3</td> <td>13. Fisheries Expert</td> <td>2</td> </tr> </tbody> </table>	Key Expert	Marks	Key Expert	Marks	1. Master Planner/Team Leader	6	1. Master Planner/Team Leader	8	2. Project Manager	5	2. Project Manager	7	3. Economic & Financial Expert	5	3. Economic & Financial Expert	6	4. Environmental Expert	5	4. Environmental Expert	3	5. Transaction Expert	5	5. Transaction Expert	6	6. Ecological Expert	3	6. Ecological Expert	2	7. GIS Expert	3	7. GIS Expert	2	8. Social Expert	3	8. Social Expert	2	9. Infrastructure Expert	3	9. Infrastructure Expert	4	10. Water Resource expert	3	10. Water Resource expert	2	11. Tourism and Hospitality Expert	3	11. Tourism and Hospitality Expert	4	12. Tribal/Anthropology Expert	3	12. Tribal/Anthropology Expert	2	13. Fisheries Expert	3	13. Fisheries Expert	2	Considering the importance of Master planner in the entire engagement, it is suggested to allocate additional weightage core team i.e. Master Planner & Project Manager. We request consider marking of the resources as per below-	No change is contemplated.
Key Expert	Marks	Key Expert	Marks																																																											
1. Master Planner/Team Leader	6	1. Master Planner/Team Leader	8																																																											
2. Project Manager	5	2. Project Manager	7																																																											
3. Economic & Financial Expert	5	3. Economic & Financial Expert	6																																																											
4. Environmental Expert	5	4. Environmental Expert	3																																																											
5. Transaction Expert	5	5. Transaction Expert	6																																																											
6. Ecological Expert	3	6. Ecological Expert	2																																																											
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9. Infrastructure Expert	3	9. Infrastructure Expert	4																																																											
10. Water Resource expert	3	10. Water Resource expert	2																																																											
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13. Fisheries Expert	3	13. Fisheries Expert	2																																																											
190.	Annexure III Point C	50	Technical Evaluation Criteria	While awarding marks for Experience and responsibility profile of the key personnel involved on this project, the following broad criterion would be followed: C. Overall Impression – 10%	We request to kindly elaborate the marks allocated towards overall impression.	Annexure III – Technical Evaluation Criteria is clear and self-explanatory. No change is contemplated.																																																								
191.	Annexure III	50	Technical Evaluation Criteria	<p>As per Part 1. Technical evaluation criteria in Annexure III, each CV will be evaluated based on criteria mentioned in;</p> <p>A. General Qualifications B. Adequacy for the Assignment C. Overall Impression</p> <p>In each cv 20% marks will be on “B2. Relevant Overseas/International Experience”</p>	<p>In each cv 20% marks will be based on; “B2. Relevant Overseas/International Experience”</p> <p>The above evaluation criteria is deemed fit for core team experts, but since the other experts (pt. 6 to 13) will be only subject matter specialists with intermittent inputs, it is requested that this criteria of having mandatory international experience should be relaxed. It is more important to have similar national experience of coastal/marine/riverine ecosystems rather than international exposure.</p>	No change is contemplated.																																																								



S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
					Also for position 4. Environmental expert, NABET accreditation is required. Again this accreditation is a national certificate and mostly people working largely in India apply for this accreditation. Requirement of both NABET accreditation as well as international experience is not justified. Request to relax this evaluation criteria.	
Annexure IV of the RfQ-cum-RfP						
192.	Annexure IV	51	Bank Guarantee for Bid Security		We request you to please share the bank details for bid security	Please refer to Annexure IV which is clear and self-explanatory.
Annexure VII of the RfQ-cum-RfP						
193.	Form 1D	78	Curriculum Vitae	<b>Curriculum Vitae (CV) for Proposed Professional Staff (with one page of summary of experience) (Different Team to be proposed in case the Applicant is bidding for more than one package)</b>	Considering the clause of Exclusivity (Eligibility of Applicant 7.1 Page No.21) for package IV and VI we request client to consider same team for the proposals for both packages.	Relevant clauses are clear and self-explanatory.
Annexure IX of the RfQ-cum-RfP						
194.	3	89	Form of Contract Priority of Document	The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:  a) The provisions of this Contract shall override all provisions of other documents comprising the Contract. b) the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;  c) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and d) the Appendices shall subject to each of the Contract, SC and the GC  e) Any decision of the Client in relation to the priority of documents shall be final and binding upon the Consultant	Please clarify if the priority as mentioned in the clause 3- Sub Clause (a), (b), (c), (d) to be followed or the Sub clause (e) to be followed as there is a conflict between the provisions under clause 3.	No change contemplated.
195.	1.1.7.1	93	Taxes and Duties	Taxes and Duties	• The RFP does not provided details about the GST. Financial proposal forms also do not mention provision of GST. It may please be clarified if the GST component to be included in the financial proposal or not?	No change contemplated.

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
196.	1.13.2	103	General Conditions of Contract	The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.	Cap limit must be there for quantification of indemnity. We recommend it to be equal to Limitation of Liability.	No change is contemplated.
Annexure X of the RfQ-cum-RfP						
197.	Annexure X	109	Description of sites/islands selected for holistic development	Delineation of Study Region in Andaman – Package IV and VI (Refer Annexure X – Description of sites/islands selected for holistic development)	A clear spatial delineation is required for the study area, i.e the boundaries, villages/settlements etc. to be considered for the project. The exact delineation of study boundary would help to clearly gauge the scope of work. This will also enable understanding of the spatial scope of assessments like Ecosensitive analysis, Socioeconomic study, identification of projects beyond the sites specified (social and community driven projects etc.), Infrastructure gap assessment etc.	The proposal may be prepared based upon the information given in the RfQ-cum-RfP documents.
General Queries						
198.				Liability of Consultant	It is requested to kindly include the following clause: "Notwithstanding anything contained in the contract, Client agrees that the Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses ("losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such losses are finally judicially determined to have arisen primarily from fraud or bad faith of the consultant. In no event shall the consultant, be liable for any consequential (including loss of profit and loss of data),	No change is contemplated.

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					special, indirect, incidental, punitive, or exemplary loss, damage or expense relating to the services provided pursuant to this contract.”	
199.	Form 1C	78	Team Composition and Task Assignments	Professional Staff Support Staff	It is our understanding that the Professional Staff includes <ul style="list-style-type: none"> <li>• Team Leader</li> <li>• Project Manager /Urban Planner</li> <li>• Economic &amp; Financial Expert</li> <li>• Environmental Expert</li> <li>• Transaction Expert</li> <li>• Ecological Expert</li> <li>• GIS Expert</li> <li>• Social Expert</li> <li>• Infrastructure Expert</li> <li>• Water Resources Expert</li> <li>• Tourism and Hospitality Expert</li> <li>• Tribal / Anthropology Expert</li> <li>• Fisheries Expert And Support Staff are additional staff proposed for the assignment as per the requirement.</li> </ul> Kindly Confirm	The details of professional staff and support staff required for completion of the assignments as mentioned in the RfQ-cum-RfP documents need to be given.
200.	Form 2B-1 & Form 2C	86			It is our understanding that the final cost of Form 2B-1 and Form 2C would be same. Kindly confirm.	Please refer Annexure 8- Financial Proposal Forms which are clear and self-explanatory.
201.	New Clause		Project Credentials	New Clause	Kindly clarify whether ongoing projects are eligible for evaluation.	Please refer to clause 12 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated.
202.	New Clause		Submission Extension	New Clause	We would request you to kindly extend the time line also by 20 days post issue of pre-bid queries.	No change is contemplated.

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
203.			Number of Projects		The number of projects for each island can be innumerable depending on the accepted vision/ sectors being addressed and the time span of the proposed plan. For different departments often the priorities are also different. Thus it is important to cap the maximum number of projects for which the consultants have to do the feasibility assessments and provide transaction advisory services. This will help to streamline the resources and plan the financials accordingly	Please refer to clause 2.4 of the RfQ-cum-RfP documents for identification of development projects.
204.					What is the horizon period for which plan has to be prepared?	Query unclear
205.					Legal bidding of the plan?	Query unclear
206.					Property ownership of the site and surrounding shall be provided to the consultants.	Please refer to Clause 2.3.1 of the RfQ-cum-RfP documents which is clear and self-explanatory. No change is contemplated
207.					Scale of the satellite image that will be provided?	The satellite images / GIS data of the selected Islands as available with ISRO/ other Government agencies may be made available to the selected consultant subject to the compliance with existing rules / guidelines. The applicable charges for the same would be borne by the Consultant.
208.					In case, satellite image procured by the client, then time period for the procurement should be exclusive of the total time i.e. 13 months.	No change is contemplated
209.					All the meetings are held at Delhi?	The Meetings would be held in New Delhi or Port Blair/Kavaratti or at other places as per the requirement for the assignment.
210.					Who will be the nodal agency for the project at site level?	The concerned UT Administration may appoint a nodal official/department for the project
211.					There is no express limitation on bidder's liability under the RFP. In accordance with standard industry practice, it is humbly requested to limit bidder's aggregate liability to one time the fees paid to bidder.	No change is contemplated
212.			General Observation		Request client to clarify whether the desired master plan is elective or statutory master plan exercise. As we understand from the scope of work and level of details required, it sounds more like an elective master plan with tourism as imperative sector. If tourism sector centric planning is expected, then the levels of details to be mapped can be significantly pruned and the delivery can be optimized. Further if the plan is not statutory then the carrying capacity analysis would not be possible.	Relevant clauses are clear and self-explanatory.

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
213.			ToR Addition		A visual of the masterplan especially for the beautiful islands with the proposed projects on ground shall add an extra value and would help in attracting more investors. Thus, it is advised that multiple separate videos of FHD i.e. 1080 Megapixel quality and totaling to a minimum of 60 minutes with required live as well as 3D modeling for adequate project marketing after the Final Master Plan and these should be readied before the investor presentations.	No change is contemplated
214.			ToR Addition		It is essential to identify early bird priority projects to get the initial and important projects on ground, around which the other developments of basic amenities such as road infra, water, power, etc. would also be developed.	No change is contemplated.
<b>SPECIFIC QUERIES FOR RfQ-cum-RfP for Package IV and Package V</b>						
<b>Clause 2 of the RfQ-cum-RfP</b>						
215.	2.1	7	Scope of work - 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).	The Scope of works envisaged identifying Deep sea projects for Package IV. We request clarity on the kind of deep-sea projects and consultants' scope. Surveys for deep sea projects and carrying out the feasibility of the deep-sea projects are time consuming and expensive which may deviate us from key vision of RFP which instigates tourism, conservation and related activities. The present study is Master Planning including identifying the key projects. The detailed study of listed key projects can be taken as a separate study. We request to please remove the same from present scope of works. Kindly confirm.	Please refer clause 2.4.1 of the RfQ-cum-RfP document which is clear and self-explanatory.
216.	2.3.1	8	Data collection and Analysis	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.	Please clarify who will be validating the revenue information procured/ produced by the consultant. There is currently no timeline provided for this validation/ approval process. It is assumed that suitable time extensions for deliverables will be given in such cases where data validation is delayed and affects related deliverables.	Please refer clause 2.3.1 of the RfQ-cum-RfP documents which is clear and self-explanatory.
217.	2.3.2	9	Reconnaissance Survey	The island may have tribal population staying there for generations and are completely detached with the mainstream. It is very important to work with the local tribal group(s) in the process of economic/ tourism development so that their voice is reflected in the decision-making process.	Our initial assessment of the site indicates that there is little to no tribal population within the identified sites for Package IV and Package V. Our understanding is that indigenous tribal population secluded from current civilization cannot be considered within scope of project. Please confirm.	Please refer clause 2.3.2 of the RfQ-cum-RfP documents which is clear and self-explanatory.

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
218.	2.3.5	10	Eco sensitivity analysis	The assessment shall be based on detailed ecological survey (both terrestrial and marine)	Please clarify the scope of the detailed ecological marine survey. Kindly specify an indicative distance from the coastline that needs to be surveyed as it would significantly impact associated costs.	Please refer clause 2.3.5 and clause 2.4.5 of the RfQ-cum-RfP document which are clear and self-explanatory.
219.	2.3.5	10	Eco sensitivity analysis	<b>Eco sensitivity analysis</b> 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.		
220.	2.4.1	14	Draft Master Plan	<b>Draft Master Plan</b> 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.	Request you to clarify and confirm our understanding that the EIA/Rapid EIA is not included within the scope of the consultant. Clause 2.4.1 states that only the information and data for obtaining the relevant clearances will be provided by the consultant.  The deliverables and the timeline do not mention EIA/ Rapid EIA. Please clarify and confirm our understanding.	Clause 2.4.5 and clause 2.5.3 of the RfQ-cum-RfP may kindly be referred to, which are clear and self-explanatory. No change is contemplated. It is further to clarify that, reports such as Environment Impact Assessment (EIA)/Rapid EIA/Environment Management Plan (EMP)/others as required would be prepared by the consultant through duly authorised agencies.
221.	2.5.3	16	Approvals and Clearances	<b>Approvals and Clearances</b> 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.		

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
222.	2.4.1	14	Scope of work, Draft Master Plan	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.	Deep sea mining and oil exploration projects are large projects that often require separate detailed studies. Please clarify the scope of deep-sea projects with respect to this package.	Please refer to Corrigendum II of the respective package
223.	2.4.5	14	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.	1. Please clarify the scope of the indicative DPRs. Kindly elaborate the studies that will be part of this DPR. 2. Preparation of each DPR has an impact on the man hours, please clarify the maximum number of projects within each package so that all bidders can have common scope parameters to bid on.	Please refer clause 2.4.5 of the RfQ-cum-RfP document which is clear and self-explanatory. No change is contemplated
<b>Clause 3 of the RfQ-cum-RfP</b>						
224.	3	19	Stages, Deliverables and Timelines	The cumulative time frame mentioned in the table is 13 months	Stage I and II: Considering the scope of work related to data collation and planning, we recommend that Stage I is extended to 4 months and Stage II is extended to 8 months. For earlier packages (I, II and III), 10 months were provided for stage II, which are appropriate for the exercise. In addition, we assume that time taken for approval of deliverables from client will not be counted within the consultant's time frame. Kindly clarify if we can assume that comments if any would be sent to the consultant within 15 days of submission of any deliverable.	Please refer to Corrigendum II of the respective package.
<b>Clause 7 of the RfQ-cum-RfP</b>						
225.	7.5	23	Eligibility of Applicant	An Applicant eventually appointed to provide Consultancy for this Assignment/ Project, and its Associates, shall be disqualified from subsequently bidding for any tender, directly or indirectly (including through consortium/ joint ventures) for providing consultancy and/or goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 02 (two) years from the date of submission of the last deliverable.	Please clarify if this clause will be applicable to bidders with respect to future packages (beyond package VI) released under the larger island development initiative of NITI Aayog.  Also please clarify if this same clause which was part of Package I, II and III will be applicable to the past consultants and whether they will be allowed to bid for the project?	Please refer clause 7.5 of the RfQ-cum-RfP document which is clear and self-explanatory. No change is contemplated
<b>Clause 12 of the RfQ-cum-RfP</b>						

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
226.	12.1	32	Minimum Qualifying criteria:	The Applicant should be a private/ public limited company or partnership firm or expert institution. Individuals are not eligible to participate in this RfQ-cum-RfP. The Applicant (sole entity, in case of single Applicant or at least one member of the Consortium, in case Applicant is a Consortium comprising more than one entity) must be in operation in India for a minimum period of five years.	Recommend you to revise this clause to the following: "The Applicant should be a private/ public limited company or partnership firm or expert institution. Individuals are not eligible to participate in this RfQ-cum-RfP. The Applicant (sole entity, in case of single Applicant or at least one member of the Consortium, in case Applicant is a Consortium comprising more than one entity) must be in operation in India for a minimum period of fifteen years."	No change is contemplated
227.	12.2(i)	32	Minimum Qualifying criteria -Project Experience	Applicants should have experience of undertaking at least 2 (two) 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.	1. Request you to modify the clause as "Applicants should have experience of undertaking at least 2 (two) 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. A review and assessment of carrying capacity to facilitate sustainable development with each project would be preferred." 2. Please clarify "city development ecosystem". In this context, our understanding is that the development ecosystem includes infrastructure, sanitation, social welfare amenities other related aspects of a city development plan.	Please refer clause 12 of the RfQ-cum-RfP document which is clear and self-explanatory. No change is contemplated
228.	12	33	Note	For evaluation purposes while determining projects undertaken within last 10 years, projects with Start date on or before 22nd October, 2009 would not be considered eligible.  Applicants should have experience of undertaking at least 2 (two) 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.	Request you to increase the time period for eligible projects to 20 years because the project criteria are very specific and the projects of this type and category and very rare.  In the earlier packages (I, II and III) this extent of area was 5 sq km. Considering the area of 1300 ha for the package IV, 5 sq km as qualifying criteria is more suitable as per guidelines. We request you to please consider and revise the clause accordingly.	No change is contemplated
229.	12.2(ii)	33	Minimum Qualifying criteria -Project Experience	Applicants must demonstrate experience of at least one (1) project which involves 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 regards to clause stating, "applicants may submit details of one eligible project covering part of each such functional elements for this purpose", please clarify if -  1. Submit at least one project which covers any of the scope items OR 2. Submit several projects which together cover all elements of the scope	Please refer clause 12 of the RfQ-cum-RfP document which is clear and self-explanatory. No change is contemplated



S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
230.	12.2(iii)	33	Minimum Qualifying criteria - Project Experience	The Applicant must demonstrate experience of at least one (1) project which involves undertaking ecological, environmental and social assessments of projects related to maritime/ island / coastal/ riverine/ tourism/city development ecosystem involving a minimum area of twenty five (25) sq km. 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	<p>With regards to clause stating "applicants may submit details of one eligible project covering part of each such functional elements for this purpose", please clarify if -</p> <p>1. Submit at least one project which covers any of the scope items OR</p> <p>2. Submit several projects which together cover all elements of the scope</p> <p>In addition, for this specific project experience, request to remove the condition of minimum 25sqkms. Projects with environmental and social assessments are often smaller in scale, with a more detailed approach.</p> <p>In the past earlier packages this extent of area was 5 sq km. Considering the area of 1300 ha for the package IV, 5 sq. km as qualifying criteria is more suitable. We request you to please consider and revise the clause accordingly.</p>	Please refer clause 12 of the RfQ-cum-RfP document which is clear and self-explanatory. No change is contemplated
<b>Clause 16 of the RfQ-cum-RfP</b>						
231.	16	35	Minimum Qualifying criteria - Economic and Financial Expert	MBA (Finance) or Masters' in Economics or Chartered Accountant with relevant experience of Financial Analysis/ financial structuring/ appraisal of similar development project. Experience of working on market analysis and product mix and conducting surveys. Experience of infrastructure projects/ program of similar nature in the field of infrastructure finance and PPP projects would be added advantage.	Our understanding is that an educational background of Chartered Accountant is not a relevant qualification for conducting the financial analysis for a project of this type, scale and nature. Our recommendation is to remove this qualification criteria.	Please refer clause 16 of the RfQ-cum-RfP document which is clear and self-explanatory. No change is contemplated
232.	16	36	Minimum Qualifying criteria - Transaction Expert	MBA (Finance) or Masters' in Economics or Chartered Accountant with relevant experience of Transaction Advisory/bid process management/ preparation of bid documents and mobilization of vendors. Experience of working as Transaction Advisor for infrastructure projects/ Tourism infrastructure projects/ programs of similar nature on PPP mode would be an added advantage.	1. Our understanding is that an educational background of Chartered Accountant is not a relevant qualification for conducting the financial analysis for a project of this type, scale and nature. Our recommendation is to remove this qualification criteria. Kindly confirm.	Please refer clause 16 of the RfQ-cum-RfP document which is clear and self-explanatory. No change is contemplated
233.	16	36	Minimum Qualifying criteria - GIS Expert	Bachelors' degree in GIS/remote sensing or related disciplines and experience of working on Urban planning/ tourism planning/ city planning/ environmental projects.	<p>Request you to revise this criterion to the following – "Bachelors' degree in GIS/remote sensing or related disciplines and experience of working on Urban planning/ tourism planning/ city planning/environmental projects</p> <p>OR</p> <p>Any other bachelor's degree along with minimum 12 years of professional experience in GIS field with experience of working on Urban planning/tourism planning/ city planning/ environmental projects". Kindly confirm.</p>	Please refer clause 16 of the RfQ-cum-RfP document which is clear and self-explanatory. No change is contemplated

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
234.	16	36	Minimum Qualifying criteria - Infrastructure Expert	Bachelors' degree in Engineering/ Infrastructure planning or Infrastructure design related disciplines with experience of working on greenfield/ brownfield infrastructure projects	Since infrastructure design is a large part of the scope of these projects, and since these are highly sensitive areas with a need for expert infrastructure inputs, request you to increase the minimum years of professional experience to 15 years. Kindly confirm.	Please refer clause 16 of the RfQ-cum-RfP document which is clear and self-explanatory. No change is contemplated
235.	16	36	Minimum Qualifying criteria - Water Resource Expert	Bachelors' in Engineering with experience in water sourcing, planning & management of water supply and wastewater recycle and reuse including rainwater harvesting	Since water management will be a large part of the scope of these projects, and since these are highly sensitive areas with a need for expert water infrastructure inputs, request you to increase the minimum years of professional experience to 15 years. Kindly confirm.	Please refer clause 16 of the RfQ-cum-RfP document which is clear and self-explanatory. No change is contemplated
236.	16	37	Minimum Qualifying criteria - Tourism and Hospitality Expert	Bachelors' in Hospitality or related disciplines with experience of tourism and hospitality industry/sector in Island/ Coastal/ maritime ecosystem.	Request to revise this criterion to the following - "Bachelors' degree with at least 10 years professional experience in the tourism/ hospitality sector in Island/ Coastal/ maritime ecosystem." Kindly confirm.	Please refer clause 16 of the RfQ-cum-RfP document which is clear and self-explanatory. No change is contemplated
237.	16	38	Key Experts - 12. Environmental Expert	Masters in Environment/ Environmental Engineering or related Environmental sciences disciplines. Should have experience of working on similar projects. The expert should also be NABET accredited.	Request to remove the NABET accreditation requirement from this Key Expert. Kindly confirm.	Please refer clause 16 of the RfQ-cum-RfP document which is clear and self-explanatory. No change is contemplated
<b>Clause 28 of the RfQ-cum-RfP</b>						
238.	28.2	42	Liquidated Damages for error/variation:	In case any substantial error or variation or lack of integrity in the Survey data submitted by the firm is detected and such error or variation is the result of negligence or lack of due diligence on the part of the firm, the consequential damages thereof shall be quantified by the NITI Aayog in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value	Request to reconsider this clause. In case of any substantial errors, the remedy should be rework rather than liquidated damages. Kindly confirm.	No change is contemplated
239.	28.3	42	Liquidated Damages for delay	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1.0% (one percent) of the Contract Value per week, subject to a maximum of 10 % (ten percent) of the Contract 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 may be granted.	Request you to remove this clause, since in projects of this scale and nature, with the number of stakeholders can lead to delay, and will be outside the control of the consultant. Kindly confirm.	No change is contemplated

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
240.	General		General	General	<p>We are suggesting below standard tax clause in the contract agreement:-</p> <p>The fees and rates quoted herein are exclusive of the Central Goods and Services Tax and State Goods and Services Tax / Integrated Goods and Services Tax, as may be applicable, which is to be reimbursed extra at the rates in force. Should there be any additional imposition of new taxes/ levies or change in the tax rate/ tax laws, the same shall be paid extra by you.</p>	No change is contemplated
Annexure I of the RfQ-cum-RfP						
241.	Annexure 1	45	Data Sheet	The closing date and time for Submission of Bid (Proposal due date): October 24, 2019 at 1500 Hrs	Request for extension of one month to this timeline for submission of bid.	No change is contemplated
Annexure IX of the RfQ-cum-RfP (General Conditions of Contract)						
242.	1.4.5 (b)	97	Payment upon Termination	If the Contract is terminated pursuant to Clause 1.4.1a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider making payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.	Consultants requests that the clause should be reconsidered. In case of termination pursuant to Clause 1.4.1(a)(b)(c)(d)(e)(f), the Consultants should be entitled to receive the payment for the part of services that it has performed. Levy of liquidated damages in addition to termination of agreement would be a dual remedy for a failure to perform our services. Kindly consider.	Clause 1.4.5 (b) of GCC (Annexure IX) of the RfQ-cum-RfP document is clear and self-explanatory. No change is contemplated.
243.	1.5.8	99	1.5 Obligations of the Consultants Insurance to be taken out by the Consultants	(i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and	<p>We understand that the intention in requiring "but on terms and conditions approved by the client" is to ensure "that insurances are as per statute".</p> <p>Please clarify.</p> <p>As such we request modification as mentioned below, please confirm: (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost <b>and per applicable statute</b>, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and</p>	No change is contemplated

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
244.			1.5 Obligations of the Consultants Insurance to be taken out by the Consultants	(ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract.	<p>We propose to maintain the requirement under an annually renewable insurance policy with an aggregate cap equivalent to the limit required under the Contract. The contract requires us to provide copies of policy, we can agree to provide certificate of insurance from our insurer, as documentary evidence annually and on each renewal, as documentary evidence of compliance. Our insurer will also confirm receipt of premium in the certificate of insurance. We understand that the intention to refuse modification, being that insurance limits are not reduced below agreed limits; as such have made suitable modification. Will this be acceptable? Please confirm.</p> <p>As such the revised clause will be; (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of the certificate of insurance as documentary evidence, such certificate will also mention that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, reduced (below agreed limits) or allowed to expire or lapse during the terms of this Contract.</p>	No change is contemplated
245.	1.5.8	99	1.5 Obligations of the Consultants Insurance to be taken out by the Consultants:	(iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client	<p>We propose 15 days' notice to cure, as such request modification as follows.</p> <p>(iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, subject to 15 days' notice to cure to the Consultant, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client.</p>	No change is contemplated
246.	1.5.8	99	1.5 Obligations of the Consultants Insurance to be taken out by the Consultants:	(iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.	<p>It may not be possible to mention Client as beneficiary, we can consider 'indemnity to principal' on some of the policies. We can consider the same on a case to case basis. Will this be acceptable?</p> <p>(iv) We can agree in respect to 1.1,12(a) the insurance policies so procured shall provide indemnity to principal to the Client and the Consultants shall mention the same on the certificate of insurance company in this regard.</p>	No change is contemplated

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247.	1.5.2.3	98	Obligations of the Consultants	Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.	The Consultant requests deletion of this clause.  We are unable to agree to any exclusivity provisions which would disqualify us from bidding for other projects which are not a part of this project.	No change is contemplated
248.	1.7	101	Obligations of the Client		If there is any change in the information provided by the client which has a time and/or cost impact on the services, will the Consultant be allowed to claim a change order?	Query is unclear.
249.	1.10.1.1.	102	Responsibility for accuracy of project documents	The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services	The Consultant requests that for defective services Consultant to re-perform its services up to the limit of fees paid to the Consultant under the agreement. The Consultant will not be required to be under an obligation of repair or replacement or other implied warranties. Also, Consultant requests that re-performance should be its sole remedy for defective services  Appropriate modifications can be proposed through Special Conditions of Contract.  Please confirm.	No change is contemplated
250.	1.10.1.2	102	Responsibility for accuracy of project documents	The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.	The Consultant requests that the warranty period under the contract for any defect in the consultants services should be 12 months from the date of completion of its services.  Appropriate modifications can be proposed through Special Conditions of Contract.  Please confirm.	No change is contemplated

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
251.	1.13.2	103	Indemnity	The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.	Consultant requests that the indemnification obligation under the clause on Liability of the Consultant and the referred sub-clauses, should be limited only to Consultant's negligence. Appropriate modifications can be proposed through Special Conditions.	No change is contemplated
<b>Annexure IX of the RfQ-cum-RfP (Special Conditions of Contract)</b>						
252.	1.1.3(ii)(a)	106	Performance Security	The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur: a) the Consultant becomes liable to pay liquidated damages;	Request you to reconsider Liquidated damages as a ground to invoke the performance security.  Since in projects of this scale and nature, with the number of stakeholders can lead to delay, and will be outside the control of the consultant. The remedy for defects in the consultants services shall be rework of its services.	No change is contemplated
253.	1.1.3(ii)(b)	106	Performance Security	The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur: b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 6.4.1 of the GCC;	Request clarification as the GCC doesn't contain clause 6.4.1	Please refer to Corrigendum II of the respective RfQ-cum-RfP document.

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
254.	1.1.12	107	Risks and coverage	(b) Third Party liability insurance with a minimum coverage, for Rs.10,00,000/- (Rupees Ten Lakhs only) for the period of consultancy.	We propose to comply with the insurance obligation by maintaining an annually renewable insurance policy, for the period of consultancy. Additionally, suggest deletion of the word “minimum” under the clause and add “aggregate” to provide more clarity. As such suggest following modification: (b) Annually renewable Third Party liability insurance with a coverage, for Rs.10,00,000/- (Rupees Ten Lakhs only) in the aggregate for the period of consultancy.	No change is contemplated
255.	1.1.12	107	Risks and coverage	(c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant’s negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in the contract. In case of joint venture or ‘in association’, the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.	We propose to comply with the insurance obligation by maintaining an annually renewable insurance policy, till the end of defect liability period as agreed under the contract or for a period of three years beyond completion of consultancy services, whichever is earlier. As the time period proposed should be in conjunction with the Defect Liability Period or limitation period under Indian laws. Please confirm.  We propose deleting options (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency], as posed liability should be in conjunction with the agreed Liability limit under the contract. Please confirm. As such we propose following modification; (c) Professional Liability Insurance: Consultants will maintain at its expense, annually renewable Professional Liability Insurance including coverage for errors and omissions caused by Consultant’s negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, such a policy will be annually renewed till end of defect liability period or for a period of three years beyond completion of Consultancy Services commencing from the Effective Date, whichever is earlier (i) For an amount equal to the payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder. The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should be the amount stated in the contract. In case of joint venture or ‘in association’, the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.	No change is contemplated

S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
256.	1.1.12	107	Risks and coverage	(d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.	We understand that valid insurance should be maintained during the contract period and each employee can have only one employer, to bring out these requirements, we suggest following modifications; will that be acceptable? (d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and Consultant / Sub consultant shall maintain valid insurances and policies and remain effective during the project period as per relevant requirements of contract agreement.	No change is contemplated
257.	1.1.12	107	Risks and coverage	(e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.	We feel that each party should take care of its own assets, as they are in best position to do so. Additionally, agreeing to any other insurance is very wide, we can agree to insurances mutually agreed by both parties at the time of signing the contract. As such would suggest modifications: (e) Other insurances mutually agreed by both parties. Both parties will maintain that may be necessary insurances to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.	No change is contemplated
258.	1.1.11	107	Limitation of Consultants Liability		The Consultant requests that the contract should have 'notwithstanding' clause with an aggregate cap on liability equal to 100% of Consultant's fee, howsoever caused with the exception of gross negligence and willful misconduct. Gross negligence and wilful misconduct shall be defined in the agreement. Appropriate modifications may be proposed through Special Conditions of Contract. Please confirm	No change is contemplated
259.	1.1.11	107	Limitation of Consultants Liability		The Consultant requests that the contract should have 'notwithstanding' clause with a complete waiver for consequential losses including both direct and indirect, besides including language for 'loss of profit, loss of production, loss of contracts or for any financial loss howsoever caused including without limitation the fault, breach of contract, tort (including the concurrent or sole and exclusive negligence) breach of duty, strict liability or otherwise and whether a claim is based on contract, tort, at law, in equity, or otherwise' as opposed to the limited waiver for consequential losses stated under clause 1.1.11(i) Appropriate modifications can be proposed through Special Conditions of Contract. Please confirm.	No change is contemplated
260.	1.1.11	107	Limitation of Consultants Liability		The consultant requests deletion clause 1.1.11(b), in line with our comments in	No change is contemplated



S.No.	Clause No.	Page No.	Heading	Original Clause	Query/ Clarification/ Suggestion/Comment	Response of NITI Aayog
261.	1.1.13	108	Payment Terms		The Consultants request that the payment terms should have max time limit of 45 days. Thus, the payment of the client to the Consultant shall not a maximum of 45 days from the date of receipt of invoice. Kindly consider.	No change is contemplated
262.			General	General	Will the report which is submitted by the Consultant be the basis to secure funding for the Project. Please confirm	Query is unclear.
<b>Queries for RfQ-cum-RfP of Package IV and Package VI</b>						
263.			Carrying Capacity Study for Andaman Carrying Capacity study for the entire island		As most of the sites in Andaman are located in the main landmass of north, middle and south Andaman, it may not be feasible to carry out carrying capacity study for this larger landmass. Instead the carrying capacity study in Andaman could be for the individual demarcated sites. Again for the same, clear site demarcation is important	Please refer to Corrigendum II of the respective RfQ-cum-RfP document.

\*[Note: In case of two sets of similar queries/clarifications/suggestions/comments submitted by the same company, we have taken the second set of the Queries to be final and responded accordingly.]