NITI Aayog NRE Vertical - Islands Development

Details of Queries on RFQ-cum-RFP document and Response of NITI Aayog

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1.	5	1.1	Background and Objective of the Assignment	India has a total of 1382 off-shore identified islands consisting of 1093 shapes (Islands) and 289 Points (Rocks/ Rocky Islets). They are an integral part of our rich unexplored resources with a rich bio-diversity. The potential of these islands is still largely unexplored and untapped. The Government of India intends to set a model in place for holistic development of a few identified islands while preserving and maintaining the natural ecosystem and rich bio-diversity that each of them possess. The Department of Border Management under the Ministry of Home Affairs has identified a total of 26 islands as	development of these islands and why were these 10 only selected?2. Will NITI Aayog share the details	 The vision is Holistic Development of selected Islands while preserving and maintaining natural eco-system and rich bio- diversity that each of them possess. The 10 Islands have been shortlisted through intensive consultation process with Concerned Central Ministries / Departments, UT Administrations and other stakeholders. For further information, refer Clause 1: Background and Objective of the Assignment of the RFQ-cum-RFP Document. Refer to the reply above.
				identified a total of 26 islands as candidates for holistic development. The NITI Aayog has further short- listed 10 out of these 26 islands. The names of these islands, their location and area specific details are given in Annexure-II.	for selecting 10 islands for present Phase of development?	

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2.	6	2.2.1	Secondary data collection and analysis	A study needs to be conducted to assess the existing scenario of all the islands. The consultant shall have to procure all necessary data including secondary information required at this stage for all the selected islands. This will include but not limited to: (i) Location of each island (xiii) Existing studies, if any. The 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.	 The RFP states that the client will assist in providing some of the local data. Has the detail/ extent of this been defined? The client is requested to advise Provisional Sum for data collection if secondary data is found insufficient / inadequate during the course of the study. 	 As indicated in clause 2.2.1, the client 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. The applicable charges for the same would be borne by the Consultant. Consultant can also procure data from third party, if it is of better quality. The data/attributes for each of the 10 Islands as readily available is being provided as Annexure-I (i) to I (x) to this statement. Refer to the reply above.
					3. Can NITI Aayog inform, what is the data which would be made available to the consultant?	3. Refer to the reply on point no. 1.
					4. As procuring database for private agencies requires considerable time, please confirm that who will purchase required satellite images and GIS data base for these islands.	4. Refer to the reply on point no. 1.
					5. The land data collection is a very	5. Refer to the reply on point no. 1.

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					challenging task. Many often the land ownership details are not available for the islands. Significant facilitation from the client will be required to complete this exercise (including purchasing of revenue maps is required). Kindly confirm.	
					6. Please provide a list of the necessary data, if any, already available with the client. Also is there any background information available on the islands?	6. The data/attributes for each of the 10 Islands as readily available is being provided as Annexure-I (i) to I (x) to this statement.
					7. The client is requested to advise on the data sufficiency, time of collection of data, data quality etc.	7. The consultant will be responsible for data collection and analyses during stage-I as per clause 2.2 within the time frame prescribed under clause 2.4.8.
					8. No detail provided regarding the drawing scales for each design stage. Request you to please elaborate as this will help manage to understand the level of details to be surveyed and also produced.	8. The master plan should be prepared at a scale of 1:2500 illustrating general delineation/ description of proposed land uses, development plans etc.
					9. Request you to elaborate the available satellite images, and GIS database in order to establish what scale of detailing can be carried out based on those.	9. The satellite images / GIS data of the selected Islands as available with ISRO may be made available to the selected consultant subject to the compliance with existing rules / guidelines. The applicable

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						charges for the same would be borne by the Consultant.
					10. We understand that the base map shall be prepared through Satellite imagery already procured by client. In case these are not available it's cost may be borne by client, please confirm.	10. Refer to the reply on point no. 1
					11. Most of the islands are uninhabited. Will we be provided with secondary information pertaining to this clause?	11. Refer to the reply on point no. 1
					12. It is assumed that some islands are Greenfield and any kind of infrastructure other than regional transport may not be available. Please elaborate how client will assist in procuring the relevant information for assessment.	12. Refer to the reply on point no. 1
					13. Is there a CRZ report or a CMZ plan available for these islands? Can that be shared with us?	13. IIMP (Integrated Island Management Plans) and ICRZ (Integrated Coastal Regulation Zone) draft plans have been prepared for some of the islands with the help of various Government agencies. The available reports / plans and HFL data may be provided to the

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					14. HFL data is very critical in order to assess the overall developable area with respect to CRZ norms. If that data	selected consultant subject to compliance with the existing rules / guidelines. However, the applicable charges would be borne by the Consultant. 14. Refer to the reply above
					is not available, procurement of the same has to be factored in the overall timelines of the project.	
3.	7	2.2.3	Preliminary assessment	The consultant should analyse the information collected and validate the suitability of shortlisted islands for development in Phase I. The validation exercise needs to be appended with logical reasoning and justification based on collected information and site visits. A simple matrix can be developed to assess the land suitability of these islands followed by a carrying capacity analysis.	1. If the outcome of the Land/Island Suitability results in suitability of only few of the islands out of 10, should consultant still needs to prepare CDP and DMP for all 10 islands?	1. As indicated in clause 2.2.3, the consultant should analyse the information collected and validate the suitability of shortlisted islands for development in Phase I (Refer to Annexure-II for list of short-listed islands). During the validation, if any of the shortlisted Islands is not found suitable for development, the consultant may go ahead with remaining islands. An adjustment in consultancy fee would be made accordingly. The final decision in this regard shall be made by the client.
					2. The programme looks ambitious logistically, considering the geographic spread of the island	2. Refer to the reply on point no. 1

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					locations. Is this flexible in terms of island selection?3. The RFP provides list of shortlisted 10 islands for holistic development. When the islands are already shortlisted, is there a need to revalidate the rationale for selection of these islands?	3. Refer to the reply on point no. 1
					4. The Stage-I talks about the broad site assessment and potential options for development. This does not define revalidating the selection process. Please clarify.	4. Stage-I very clearly talks about validating suitability of short- listed islands for development. (Refer to Clause 2.2.3 Preliminary Assessment of the RFQ-cum-RFP Document)
4.	8	2.2.4	Stakeholder consultations	The consultant at this stage is required to conduct interactions/ discussions with all relevant departments/ stakeholders of all the 10 islands. 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 stake holder consultations. Who are the relevant stakeholders? Can the list be made part of the RFP in order to understand the overall quantum of work? 	 NITI Aayog will facilitate consultations with the stakeholders. Primarily, Ministry of Home Affairs, Ministry of Environment, Forest and Climate change, Ministry of Tribal Affairs, Ministry of Tourism, Ministry of New and Renewable Energy, Ministry of Shipping, Ministry of Civil Aviation and concerned UT Administrations are the stakeholders. Other Union Ministries/Departments may also be involved, if needed.
					3. Have any stakeholder consultation been carried out to date. Please	3. Consultations with different stakeholders have been carried out

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					provide details in this regard	on different dates during last one year.
5.	8	2.2.5	Draft the Site suitability report	After thorough analysis and deliberations with relevant stakeholders, consultants will submit and present draft site suitability report for holistic development of the short-listed 10 islands. The report shall clearly indicate the potential and development options for the shortlisted islands.	should be conducted for selected finite land parcels within the project island, whereas the content hints that a suitability analysis for the entire island needs to be conducted. Kindly	The land parcel for various development activities on the Island shall be suggested by the consultant after detailed suitability analysis for the entire island.
6.	9	2.3.1	Base Mapping	Consultant shall prepare the base map of all the shortlisted islands on CAD and GIS with all layers super-imposed.	1. Client will provide all recent sub meter resolution satellite imagery?	1. The satellite images / GIS data of the selected Islands as available with ISRO 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. Consultant can also procure any required data from third party, based on availability and quality.
					2. Can client also provide stereo-pair imagery to facilitate terrain analysis of the site?	2. Refer to reply on point no. 1
					3. If in case the stereo-pair imageries are not available, will client provide all the topo-sheets and bathymetry charts relevant to the project site? All these islands will fall in restricted	3. Refer to reply on point no. 1

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					 category and Survey of India will not issue map to us directly. 4. Can you please confirm, whether the topo survey of the project area has been carried out? In absence of this data, the project deliverables and the programme would be significantly impacted. 	4. Refer to the reply on point no. 1
7.	6 & 9	2.2 & 2.3.2	Data collection, identification of and consultation with various stakeholders, and validation of suitability of all the 10 short-listed islands for holistic development:	 2.2.1 Secondary data collection and analysis: . 2.2.3 Preliminary assessment 	1. First and second paragraphs hint that Primary survey is required; however the third paragraph clearly states the Secondary survey requirement. Is our understanding correct that to fulfil this clause, both Primary and Secondary surveys are required?	1. Stage-I of scope of work clearly outlines that a reconnaissance survey and other measures would be required after secondary data collection to validate the suitability of these islands for development. (Refer to Clause 2.2 Stage-I of RFQ- cum-RFP Document)
			Eco sensitivity analysis	Eco sensitivity analysis should be undertaken 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 floral population, their conservation status, richness of species and bio-diversity index.	2. Scope of this survey will be restricted only to the requirements of eco sensitivity analysis and concept development plans. Detail survey of flora and fauna does not seem to be the requirement of this study. Please confirm.	2. Details of Eco sensitivity analysis have been provided in the RFQ- cum-RFP Document (refer to Clause 2.3.2 Eco sensitivity analysis of RFQ-cum-RFP Document). In the concept Development Plans and the Master Plans, recommendations are required to be made also for development activities based on medicinal plants existing in the

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				The Analysis of ecology should bring out the status of migratory species, migratory corridors, or areas of importance for migratory animals/ birds in the area and should categorically comment upon the sensitivity of the ecosystem to any possible development.		islands. The recommendations have to be supported with sufficient data.
8.	10	2.3.4	Socio- economic assessment	Socio-economic assessment should include assessment of the demographic profile of each of the islands, detailing population type, literacy, occupation type, customs and practises. The social assessment shall be based on published information with Census Survey of India or any authorised source. Inputs based on direct social consultations shall be included wherever such published data is not available in the public domain.	For direct social consultations with the islands demography, will the client provide assistance or social coordinator in initiating communication with the tribal, in terms of language translation etc.?	The client will coordinate with the concerned UT Administrations, if required.
9.	10	2.3.6	Infrastructure assessment	Consultant shall carry out assessment of the available physical infrastructure which shall include but not limited to: • Water availability (portable) • • Gas The consultant shall conduct an analysis that identifies Strengths,	Scope given for Infrastructure Assessment and Infrastructure Gap Assessment are same and highly overlapping. They may be read as one.	No Change Contemplated

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				Weaknesses, Opportunities and Threats (SWOT) as well as gaps. This analysis shall include but not limited to the labour force, infrastructure, capacity and accessibility in order to assess actionable opportunities for development of tourism and other activities.		
10	12	2.3.9	Outlining the Vision and Concept Development Plan	Once the land suitability and other preliminary examinations are completed, - - - These may include: • Hospitality projects • • • • • • • • • • • • • • • • • • •	5	 The Master Plan will need the approval of the concerned UT Administrations. UT administration is one of the key stakeholders. They will be consulted with, as and when needed. Town and country planning act/ rules, if any, applicable in the concerned Union Territory (UT) will be followed The master plan should be prepared at a scale of 1:2500 illustrating general delineation of proposed land uses, development plans etc. Concept Development Plans and Detailed Master Plans need to be supported with all required and convincing details/ data/ information/ documents.

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11.	15- 17	2.4.8	Deliverables		1. The timeframe for deliverable is too short.	1. Refer to Clause 2.4.8 Deliverables of RFQ-cum-RFP Document.
					2. The time frame given for the first stage is only 2 months which is very less since the stage includes data collection, site visit etc for each island. Kindly increase the time line to 3 months considering the fact that 5 islands are located in Arabian Sea and 5 in Bay of Bengal – two entirely different geographical locations.	2. Refer to reply above.
					3. For conducting site visit for all of 10 islands and subsequently preparing a site assessment report, one month time frame is too short. This stage includes visit to each of the 10 islands where most of them are uninhabited. Time frame for this stage should be minimum 3 months.	3. Refer to the reply on point no. 1.
					4. For preparing master plan and concept infrastructure plan for approx. 800 Sq.km. of area, the time frame of 7 months is not sufficient and that too when the area is divided in 10 land parcels remotely located. Minimum timeframe for this stage should be 10 months	4. Refer to reply on point no. 1.
					5. Financial feasibility, project structuring and marketing strategy	5. Refer to reply on point no. 1.

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					need through deliberation from both client side and consultant side. There may be multiple interactions with multiple stakeholders at State and Central Government level. This stage will take minimum 4 months to propose a robust and feasible implementation model. Please clarify on the Stage II Scope of	The activities provided in the
					Work. The Market Demand Assessment and Conceptual Plan is to be carried for a pilot site or for each island? If it is for each island, we request you to increase the timeline for Market demand assessment and Vision and Conceptual Master Plan.	Stage-II needs to be carried out for selected all 10 islands.
					Referencing clauses in all the deliverables are not matching with the requisite scope for respective deliverable.	Refer to Clause 2.4.8 Deliverables of RFQ-cum-RFP Document.
12.	17	3	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		 No change contemplated The processing fees shall be applicable as indicated in the RFQ- cum-RFP document and is non- refundable.
				Processing Fee"). Proposals unaccompanied with the aforesaid RFQ-cum-RFP Processing Fee shall be liable to be rejected by the Client.		3. No change contemplated

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13.	18	6.1 & 6.2	Eligibility of Applicant	The Applicant for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium Assignment. An Applicant or the	1. In case of Joint Venture (JV) Consortium, can a foreign firm be a part of the Consortium. If yes, what should be conditions for the same?	1. There is no restriction on a foreign firm being a part of the consortium or the lead member of the consortium subject to the fulfilment of eligibility and other qualification criterion provided in the RFQ-cum-RFP document.
				applicable laws of its origin.	2. Can the Lead Member be a foreign firm? Also, if the foreign firm is the Lead Member, should firm be practicing in India or should it have an office in India?	2. Refer to the reply above.
					3. Can International consultant with their regional office in India be the applicant?	3. Refer to the reply on point no. 1.

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14.	20	6.5	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. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.	This is a master planning exercise. This does not pose any conflict of interest due to the deliverables under the contract and for any downstream job. We request to delete this clause.	No change contemplated.
15.	21	6.8 (i)	Members in consortium	Number of members in a consortium shall not exceed 3 (three)	1. Request if consortium members number could be made maximum 4 to accommodate the diverse nature required in the scope i.e. Sustainability, master planning, financial feasibility and ecology etc. Presently the RFP restricts Consortium partners to 3 only.	1. Number of members in a consortium shall not exceed 3 (three). (Refer to the clause 6.8 on page no. 21 of RFQ-cum-RFP Document)

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					2. Whereas, looking at the scope of work, its various technical and financial attributes and international exposure; it would be better to have increased number of consortium members. We suggest increasing the Consortium member to 4.	2. Refer to the reply above.
16.	21	6.8 (iii)	Eligibility of Applicant	Members of the Consortium shall nominate one member as the lead member (the "Lead Firm"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFQ-cum-RFP, signed by all the other members of the Consortium. The duties, responsibilities and powers of such Lead firm shall be specifically included in the joint Bidding Agreement. It is expected that the Lead Firm would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Client expects that Lead Firm shall have the overall responsibility pertaining to execution of Assignment;	In case of a consortium, what should be the share/per cent between the Lead Member and other Members?	This is to be decided by the Lead member and other Members.
17.	22 - 23	7.3 (i)	Technical Proposal	The team leader proposed must be a full-time permanent employee of the firm. It is desirable that the other key staff be either permanent full time employees of the firm or have a dedicated full time contract to work on this project. Sub-consultants who are not employed by the firm will not	1. Please specify the inputs of the team members. Are the positions fulltime. If not, please mention the input months for each position. This would also help in maintain consistency of financial proposal.	1. Refer to Clause 15 Key Experts of RFQ-cum-RFP Document.

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				be acceptable as key staff.	2. Kindly allow proposing international experts for the team.	2. There is no restriction on international experts being included in the team provided their deployment in the assignment (both on-field and otherwise as the case may be) is consistent with the RFP stipulations and the Consultant's manpower deployment proposal.
18.	22	7.3 (ii)	Technical Proposal	If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the key staff along with his current employer must be furnished mentioning his/ her availability for the project. In the absence of such certificate, his/ her CV will not be evaluated.	A certificate from the proposed key staff shall be provided but kindly exempt certificate from his current employer as other firms will not provide such certificates. Consultants who are looking for a new role would be willing to join the new project and resign from existing role but their respective firms might not want to let them go. In such case, getting such certificate is not possible. However, consultants do move on by serving an appropriate notice period. Also, we would not like to reveal our bidding opportunities to other firms and thus would not request for this certificate. Kindly consider exemption of certificate from current employer.	No change contemplated
19.	23	7.3 (xi)	Technical Proposal	Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (project cost, size, fee, duration etc.) and the scope of work taken up by the consultant on	1. Client certifications for some projects are backdated. Request if these are evaluated along with the available Contract agreements that in general contain project attributes (project cost, size, fee, duration etc.)	1. No change contemplated.

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		(xii) (xiii)		the projects. 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. 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.	 and the scope of work. 2. The clause states a Client certificate to be provided as a proof of experience. Can you please confirm whether Client Award Letter, proof of official communication from the Client or any other such documents will be accepted under this clause? 3. If the consultant has carried out a project (as a sub consultant) for the Group Company, in that event will the certificate issued by the Group Company be accepted as proof of experience? Please confirm. 4. Normally the clients would not like to share the project cost as these are confidential information. Request you to remove this criteria. 5. Please confirm as to whether the Global Parent Business Unit and each of its subsidiaries will be considered as part of one global entity or each one as a separate company 	 2. Refer to Clause 7.3(xi) of RFQ-cum-RFP Document. 3. No 4. No Change contemplated 5. They would be considered separate entities and will be only forming a Joint Venture/consortium for the bidding purpose through a Joint Venture Agreement (JVA). Accordingly, the Joint Venture/consortium members will be jointly and severally liable for completion of the assignment.

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					6. What are the positions you want to be filled from Member having qualifying exp. In case of that is foreign company?	6. The provisions given in the RFQ- cum-RFP documents are clear
					 7. If another branch (of another country) of the parent company has the requisite experience, is it necessary to involve the key personnel from the same region? 	7. The provisions given in the RFQ- cum-RFP documents are clear

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20.	29- 30	Table of clause 11 (Sr. No. 1 Table of clause 11 (Sr. No. 2 Table	Minimum qualification criteria	Should be a private/ public limited company or partnership firm or expert institution and should be in operation in India for a minimum period of five years. Individuals are not eligible to participate in this RFQ- cum-RFP.Bidders should have an average annual turnover of INR 75 Crore during last 3 (three) financial years from consultancy services of an equivalent amount.(i)Biddersshould have	 Please increase the duration of Operation in India for a minimum period of 10 years. For the avg. annual turnover mentioned INR 75 crore:- For the last three years, in case of Consortium, should the turnover be an avg. of the Lead Member or be equal to avg. of the Consortium? In case of Consortium, the two projects required for qualifying should both be of Lead member or can it be combination of the consortium? 	 No change contemplated. In case of consortium, minimum eligibility criteria for revenue should be satisfied by the lead member. Refer to note given in Form 1-C of the Annexure VI. In case of consortium, it may be combination of the consortium. Refer to Clause 7.3 (xii) of the RFP.
		of clause 11 (Sr. No. 3)		experience of preparing at least 2 (two) master plan projects in India and/ or Abroad related to greenfield/ brownfield tourism development projects involving creation of overall vision and detailed master plans to harness the maritime/ island/ coastal ecosystem on a sustainable basis for	 4. If project area requirement for eligibility is fulfilled but project cost is lesser than required criteria and/or vice versa, will the tender qualify? 5. Kindly confirm if ongoing projects 	4. Refer to table given in Clause 11 of the RFQ-cum-RFP document.5. Ongoing projects where 75% of
				 cosystem on a sustainable basis for such projects. (ii) Experience of at least 2 (two) consultancy projects involving preparation of master plan for holistic development of island(s) on a sustainable basis with a consultancy fee of at least INR 5 crores. 	 would be considered eligible. 6. Request the Authority to broaden the qualification criteria to include Feasibility Study/Transaction Advisory projects. Further, we request the Authority to accept all tourism development projects and not limit 	the consultancy fee has been received will be eligible.6. No change.

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					the qualification criteria to projects involving maritime/ island/ coastal ecosystem.	
					7. We request you to add to the experience criteria instructed in 3(ii), for master plans for waterfront developments on a sustainable basis.	7. No change.
					8. CHANGE TO " Experience of at least 2 (two) consultancy projects involving preparation of master plan for holistic development of island(s) waterfronts on a sustainable basis with a consultancy fee of at least INR 5 crores"	8. No change
					9. Would Projects having development of land in peninsular shape be considered as development of an island? Please confirm.	9. Refer to table given in Clause 11 of the RFQ-cum-RFP document.
					10. Since the criteria is very acute & rare in nature, we request you to omit the cut-off Fee Range of INR 5 Crores.	10. No change.
					11. Since ecological and environmental assessment is always considered in preparing a master plan & captured above, request you to omit this clause from Min. Qualifying	11. No change.

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					Criteria & Technical Evaluation Criteria since those are being extremely specific for these rare in nature kind of projects.	
					12. We request you to reduce the minimum fee to Rs. 2.0 Cr.	12. No change.
					13. We understand both completed and ongoing projects will be considered. Kindly confirm.	13. Refer to reply on point no. 5 above.
					14. Since all 3 criteria are almost overlapping, we assume that the projects can be repeated in the 3 categories and will be considered for qualification and evaluation. Please confirm.	14. This understanding is correct.
21.	32	15.1	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. Minimum of total 15 years of experience in design and master planning of projects with tourism/ cultural/ ecological/ infrastructure elements. Should have experience of leading projects involving holistic development of Islands/ coastal areas/ maritime	1. We request the Authority to please modify the criteria to "Should be Post-graduate in Urban Planning. Experience in leading master planning projects for Government Sector and experience in working on greenfield/ brown-field development projects/ infrastructure projects preferably with tourism/ cultural/ ecological /smart-city/urban development elements."	1. Refer to Clause 15 Key Experts of RFQ-cum-RFP Document.
				ecosystem on a sustainable basis.	2. Please confirm if Post graduation in Civil Engineering will be accepted	5 1

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					as `other relevant infrastructure design.' Alternatively if an Expert has the key project experience but the graduate qualification is Chartered Engineer rather than Masters, would it be acceptable.	
					3. Please clarify on the team leader's total years of professional experience (15 yrs or 20 yrs).We request you to reduce the total years of experience for the team leader to 15 yrs.	3. Refer to Clause 15 Key Experts of RFQ-cum-RFP Document.
					4. Please elaborate on the kind of experience that needs to be showcased for the Infrastructure Expert. Is it specific to roads, transportation, bridges etc.	4. Refer to the reply above.
					5. As we already have an urban planner as key staff, request to consider MBA as an education qualification for the team leader.	5. No change
					6. In case of a Joint venture, is it mandatory that the Team lead should be proposed by the lead member only? Please confirm	6. Refer to Clause 7.3 (i) of the RFP
					7. Please allow Team leader to be employed as consultant with the firm. Kindly consider.	7. No change contemplated.

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22.	32	15.2	Key Experts (Project Manager / Urban Planner)	Should be Post-graduate in Urban Planning. Experience in leading master planning projects for Government Sector and experience in working on greenfield/ brown-field development projects/ infrastructure projects preferably with tourism/ cultural/ ecological elements.	an Urban Planner, We suggest that the project manager can be an Urban Designer. Therefore, Kindly change to:	1. Refer to Clause 15 Key Experts of RFQ-cum-RFP Document.
					 Request if this requirement also permits Post graduate in Environmental Planning as the intended development is Sustainable tourism oriented and not purely urban. Also the Expert is to render services in a unique environment and not in a city. Please clarify if the key personnel can work intermittently on the study or it would be full time involvement on the study. 	2. No Change3. Refer to Clause 15 Key Experts of RFQ-cum-RFP Document.

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23.	33	15.4	Key Experts (Environmenta l expert)	Masters in Environment/ Environmental Engineering. Should have experience of working on similar projects. The expert should also be NABET accredited.	1. Request if the NABET accreditation be removed to include international experts. If it is kept mandatory, request that similar projects be considered in tourism and marine environment and not specifically development of islands to increase the pool of experts available.	1. No Change
					2. The degree and role of Ecological Expert - as it seems to be overlapping with that of the Environmental Expert. We request you to modify the key Experts requirement to either Environmental or Ecological Expert	2. No Change
24.	32- 34	15	Key Experts	Not provided in the document	1. The position has been included in the Annexure III. Marks have been reserved for Tourism development expert but no qualification requirements have been listed in Table on page no. 30 in Section 15 Key experts. Kindly specify the missing. Keeping the scope in mind, it is requested that Qualification of Post- Graduation in Landscape Architecture with minimum 12 years of experience of similar nature be acceptable.	1. Refer to Clause 15 Key Experts of RFQ-cum-RFP Document.
					2. Inclusion of a geomorphologist or coastal engineer is suggested in the team. Please Consider.	2. No change

Sl. No.	Pg. No.	Clause No.	Heading	Original clause	Query/ clarification/Suggestions	Response of NITI Aayog
					3. If an Expert has over 15 years of experience in the relevant subject, would the Masters requirement be mandatory? Please confirm.	3. Refer to Clause 15 Key Experts of RFQ-cum-RFP Document.
					4. Request you to accept a Chartered Engineer in lieu of a Masters degree in Engineering/ Infrastructure planning with relevant experience of working on greenfield/ brownfield infrastructure projects.	4. No change
					5. We request you to also include a Tourism Expert in the Key team member.	5. Refer to Clause 15 Key Experts of RFQ-cum-RFP Document.
25.	35	17.3	Negotiation	The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract, the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 15 (fifteen) percent of key personnel (considering equal weight for each key personnel) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel	80% is too high for replacement penalty. Please modify the reduction of remuneration, not to exceed 20% of the remuneration agreed for the Original Key personnel.	No change

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				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.		
26.	38- 39	26.1	Deliverables and Payments to the Consultant	Billing and payments in respect of the Services shall be made as follows:	We would request that the Payments should be made to the consultants within 30 days from the date of invoice. Also any delay in payment beyond due date shall attract interest at rate 3% higher to SBI standard lending rate.	No change contemplated
27.	39	27.1	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. This Security shall remain valid up to 180 days after the date of completion of all contractual obligations by the tenderer.	We propose that a time period should be well defined within which performance security is to be released. As per industry standards <i>we recommend 30 days from</i> <i>completion of the project</i>	No change contemplated.

Sl. No.	Pg. No.	Clause No.	Heading	Original clause	Query/ clarification/Suggestions	Response of NITI Aayog
28.	39	27.2	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.	The duration of revoking of this clause is not defined, the client is requested to define the duration.	Refer to Clause 27.1 of the RFP.
29.	40	28.3	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. The provisions of Arbitration and Conciliation Act, 1996 including its amendments, if any, shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the Award), which shall be final and binding on the	 mutually appointed arbitrator as per standard arbitration norms 2. As per general bidding practices, we request amendment with following: "The sole arbitrator shall be appointed by each party and both the appointed arbitrators may appoint a third arbitrator. The arbitration proceedings shall be carried as per the provisions of the Arbitration and Conciliation Act, 1996". 3. We propose the following 	 Refer to Clause 30 of RFQ-cum- RFP Document. Refer to Clause 30 of RFQ-cum- RFP Document. Refer to Clause 30 of RFQ-cum- RFP Document.

Sl. No.	Pg. No.	Clause No.	Heading	Original clause	Query/ clarification/Suggestions	Response of NITI Aayog
				parties. The cost of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.	28.2 If such resolution is not possible <u>within 60 days</u> , the parties shall take recourse to a conciliatory mechanism, for which the Client shall constitute a Committee of Experts to take up conciliation proceedings 28.3 Failing resolution of the Dispute through the conciliatory mechanism, <u>within 90 days of reference of dispute</u> the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed <u>mutually appoint an Arbitrator within</u> <u>30 days of reference of dispute, the</u> <u>same shall be appointed by courts of</u> <u>New Delhi.</u> The provisions of Arbitration and Conciliation Act, 1996 including its amendments with the preparation, presentation shall be borne by the party itself.	
30.	42	Annexu re-I	Data Sheet	The closing date and time for Submission of Bid (December 16, 2016 at 1500 hrs)	 We request to give minimum 21 days from the date of issue of pre-bid clarification for bid submission. Request you to extend submission time lines by at least 2 weeks to enable a comprehensive bid submission. 	 Refer to Annexure-I Data Sheet of RFQ-cum-RFP document. Refer to reply above.
					3. Considering the nature of the assignment & volume of job to be done, request you to kindly extend the	3. Refer to reply on point no. 1.

Sl. No.	Pg. No.	Clause No.	Heading	Original clause	Query/ clarification/Suggestions	Response of NITI Aayog
					 last date up-to 21 working days after publishing the reply to the queries. 4. We request you to kindly extend the date of Proposal from 16th December 2016 to 16th January 2017, in view of pulling the desired info for submitting robust technical submission. Kindly consider. 	4. Refer to reply on point no. 1.
31.	44- 46	Annexu re-III	Nature of projects undertaken	Experience of undertaking techno- economic feasibility reports/ master plans for greenfield/ brownfield island and tourism development projects involving maritime/coastal/island related projects. Such projects should involve development of conceptual vision, detailed master plans and	1. Kindly change to: "Experience of undertaking techno-economic feasibility reports/ master plans for Greenfield/ brownfield islands/ waterfronts and tourism development projects involving maritime/coastal/island/waterfront	1. No change contemplated.
				implementation framework to harness the maritime/ coastal/ island ecosystem on a sustainable basis. Projects undertaken involving Government sector or multilateral agencies will only be considered. The	not limit the eligible projects to projects involving maritime/ island/ coastal ecosystem.	2. No change contemplated
				emphasis will be on relevance of the projects claimed with respect to the scope of work, complexity and impact in terms of implementation of master planning proposals leading to holistic economic development in a sustainable manner.	to clarify whether the international projects done for Government client or multilateral agencies will be considered as eligible.	3. Yes, but subject to satisfactory fulfilment of eligibility criteria given in the RFQ-cum-RFP document.
32.	44- 46	Annexu re-III	Technical presentation	Consultants need to make a presentation on the credentials,	Hard copy of Presentation along with PDF Copy to be submitted along with	The short-listed bidders after evaluation will be invited for the

Sl. No.	Pg. No.	Clause No.	Heading	Original clause	Query/ clarification/Suggestions	Response of NITI Aayog
				approach and methodology, work plan describing the way forward for the project.	the Bid or that is to be submitted at the time of presentation at your office, if any? Kindly clarify.	Presentation.
					2. We assume that the bidders will be invited for presentation after the bid submission and schedule of presentation will be intimated to the bidders. The presentation will not be submitted in hard copy part of technical proposal (RFP).	2. Refer to the reply above.
33.	44- 46	Annexu re-III B1 & B2	Adequacy for the Assignment		Kindly distinguish. Moreover, same distribution of weightage for every Key Experts are being extremely specific for this rare kind of projects. Kindly make the criteria more generalized in case of at least the Non – Team Leader Experts.	Not acceptable.
34.	44- 46	Annexu re-III	Technical Evaluation	While awarding marks for the standing and experience of the consulting firm, the Consultant should submit details of five (5) projects that best meet the eligibility criterion under each sub-head and max two (2) marks shall be provided to each eligible project.	1. Work in maritime/Coastal/island related projects is a very rare sector and not much projects have been executed by Indian firms. We request for modification of marking criteria and allocate 5 marks per projects subject to maximum of 2 projects per category.	1. No change contemplated
					2. Alternatively, criteria can be modified to similar work in maritime/ coastal/ islands/ lake/ rivers/ other water bodies ecosystem. Kindly consider.	2. No change contemplated.

Sl. No.	Pg. No.	Clause No.	Heading	Original clause	Query/ clarification/Suggestions	Response of NITI Aayog
35.	57	Form 1D	Clause 5	Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ cum RFP and the Contract, for the performance of the Contract.	Kindly remove this clause and change such that each Individual member of the Consortium shall be liable for all obligations related to his own role within the consortium.	No change contemplated
36.	71	Form 1B	Format for Technical Proposal (Eligible Projects)	 Exhibit projects in last ten years. Projects without the proof of experience from client will not be considered for evaluation. The key parameters like project cost, size, components and nature of assignment should be clearly reflected in the proof of experience provided by the consultant. The proof, without the sufficient information necessary for evaluation, shall not be considered. 	Kindly allow contract documents, work orders, final invoices to be submitted as proofs/ certificates as it is difficult to get completion certificates for international projects.	Refer to Clause 7.3(xi) of RFQ-cum- RFP Document.
37.	59	Clause 8	Termination	This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Institution that it has not been selected and upon return of the	 The Consultant may terminate this Agreement, or any particular Services, upon 15 days' written notice to NITI Aayog. The right of termination is not provided to the consultant and would request "The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, if the client: 	 Refer to Clause 30 of RFQ-cum- RFP Document. Refer to Clause 30 of RFQ-cum- RFP Document.

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				Bid Security by the Institution.	(a) fails to pay the amount due to the Consultants pursuant to this Contract within thirty (30) days after receiving written notice from the Consultants that such payment is overdue; or (b commits a material breach of any of the terms or conditions of this Agreement and fails to remedy such breach within 30 days after receiving written notice requiring it to do so; (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days"	
38.	38	25	Proprietary Data	All documents and other information provided by the NITI Aayog or submitted by the firm to the NITI Aayog shall remain or become the property of the NITI Aayog. Firms are to treat all information as strictly confidential. The NITI Aayog will not return any Proposal or any information related thereto. All information collected,	1. The Consultant shall continue to retain all pre-existing intellectual property rights in all software, designs, utilities, tools, models, systems and other methodologies and know how that the Consultant already owns or licenses ("Consultant Materials"), including improvements to such Consultant Materials or knowledge developed while	1. No change contemplated. Refer to Clause 25 Proprietary Data of the RFQ-cum-RFP Document.

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				analysed, processed, or in whatever manner provided by the Consultant to the NITI Aayog in relation to the Consultancy shall be the property of the NITI Aayog.	 performing the Services. 2. Any information, advice, recommendations or other content of any reports, presentations or other communications, we provide under this Agreement ("Reports"), other than NITI Aayog, are for the NITI Aayog's internal use only (consistent with the purpose of the particular Services) including the NITI Aayog's Board of directors, its audit committee, or its statutory auditors. NITI Aayog may not rely on any draft Report and the Consultant shall not be required to update its Final Report. 	2. Refer to the reply above.
					3. Confidentiality: Except as otherwise permitted by this Contract, neither of the parties may disclose to third parties the contents of this Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is required for implementation of the purposes of this RFP; (b) is or becomes public other than through a breach of this Agreement, (c) is subsequently	3. Refer to the reply on point no. 1.

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					received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (d) was known to the receiving party at the time of disclosure or is thereafter created independently, (e) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (f) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.	
39.	-	-	Others	-	1. Do you have any indication or benchmark on the proposed design fee budget?	1. No change contemplated
					2. Since this is a Lumpsum Cost proposal, kindly clarify the Idling Charges payable for the resources posted at site to avoid keeping unnecessary cushion.	2. No Change contemplated
					3. It will be helpful if you kindly provide the Office Space along with Office Accessories and Data Connectivity at least.	3. No Change contemplated
					4. What is the definition of a foreign company?	4. As defined in the relevant Act.

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					5. Whether all the 10 islands will be awarded to one consultant or multiple firms in clusters.	5. The contract shall be awarded to one applicant for all the 10 islands.
					 6. The Consultant shall not be liable, in contract or tort, under statute or otherwise, for any amount with respect to loss or profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Consultant shall not be liable, in contract or tort, under statute or otherwise, for aggregate damages in excess of the fees actually paid in connection with claims arising out of this Agreement or otherwise relating to the services under the Agreement. However, this limitation shall not apply to losses or damages caused by the Consultant's fraud or wilful misconduct or to the extent prohibited by applicable law or professional obligations. 7. We request an additional clause to be added for the 'Limitation of Consultants Liability & Indemnity', which is in line with the general bidding practices in India: 	6. No change contemplated 7. No change contemplated

Sl. No.	Pg. No.	Clause No.	Heading	Original clause	Query/ clarification/Suggestions	Response of NITI Aayog
					"Notwithstanding anything contained in this Contract, RFP or any other document, the maximum amount of aggregate liability and indemnity of Consultant in any event shall not be more than the fee received by the Consultant till that date".	
					8. Also please confirm if client certificates in languages other than English can be issued as evidence for the project, which later if short listed would be translated and re-produced again by us.	8. Certificates in language other than English should be translated and submitted as part of the proposal only. The projects without proof of experience/ certificates in language other than English will not be evaluated.
					9. We request that where delay is caused due to reasons not attributable to the consultant, the consultant shall be entitled to extension of time and deliverable schedule shall be updated accordingly. We also request escalation @ 12% p.a where project is delayed due to reasons not attributable to the consultants.	9. Such issues will be dealt by the client on case to case basis.
					10. we would request for an addition of the clause "Notwithstanding any	10. No change contemplated.

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				other term to the contrary with this Contract or any related document and whether the cause of action for any claim arises under or in connection with this Agreement in contract or in tort, in negligence or for breach of statutory duty or for patent infringement, in relation to any and all causes of action as aforesaid the total liability of the Consultant in the aggregate for all claims shall be limited to a sum equivalent to 10% of	
				the fee payable under this Agreement. 11. If the Consultant performs any additional services or there is any addition to the scope of services agreed to be performed or if the Services are delayed or disrupted for reasons not attributable to the fault of the Consultant, then the Consultant shall be entitled to additional fees calculated in accordance with the rates in the Proposal (if any) or if no rates are included in the proposal then with such rates as are fair and reasonable in the circumstances. The Consultant shall not perform any services that are not part of the scope of work or Services unless an agreement on such additional work, additional fees and time is reached, in	11. No Change contemplated.

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					Client and Consultant fail to enter into an Agreement for additional scope of work or services, in such event the Client shall neither force the Consultant to undertake such additional work/services nor shall it be grounds to withhold any payment under the Agreement.	
					12. What is the minimum no. of priority projects that need to be identified for each island for tourism development? Please clarify.	12. The number of priority projects could only be decided after completion of Stage-I and Stage-II of the project.
					13. As per our understanding, the total cost of financial proposal (in Point 1 of Form 2B) will be same as Total of Form 2B-1 and Total of Form 2C. Kindly confirm.	13. Refer to Note 1) of Form 2B on page no. 79.
					14. The client is requested to provide draft Standard contract agreement including GCC and SCC.	14. Refer to Clause 30 of RFQ-cum- RFP Document.
40.	71	Form: 1B	Form: 1B		Is there a restriction on number of technical pages to be submitted? What is the accepted page size and other formatting restrictions?	Requirements have already been indicated in clause 7.1 and as per form 1B of Annexure-VII on page 71 of the RFQ-cum-RFP document.