

RFP for Selection of Consultant for Detailed Study and Execution of Pilot Movements through Coastal Shipping on the West Coast of India

Replies to Pre-Proposal Meeting Queries

The replies to queries raised by the Applicants at the Pre-Proposal Meeting held on 17th August 2020 are provided below. Applicants are requested to refer to these replies, clarifications, modifications and corrigendum in the RFP document before submitting their Applications.

#	Clause No., Page no	Existing Clause	Queries	Replies
1	Clause No-2.1.5, Page No-9	The Client will provide, at no cost to the Consultant, available inputs (if any) required to carry out the services and provide relevant project data and reports related to the Assignment.	<p>The Authority is requested to share the following-</p> <ul style="list-style-type: none"> (a) Available studies and reports, conducted in recent past on coastal shipping and Inland Waterways, (b) Relevant data on existing and upcoming jetties and operating barges, (c) Information/data available of various stakeholders i.e. port/jetty operators, barge operators, shippers, truckers, Industry Associations etc. (d) Draft availability and navigation facilities across west coast of India etc. 	<p>With regard to point (a), input if any will be made available only to Successful Applicant after Signing of Contract as per the terms of the RFP. Further kindly refer Clause no. 2.1.5, page no. 9</p> <p>“The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing any reliance on any such data/information furnished....”</p> <p>With regard to other three points (b), (c) and (d), consultants are required to collect/collate/provide the data, only to extent required as per the Terms of Reference of the RFP</p> <p>RFP condition remains unchanged</p>

#	Clause No., Page no	Existing Clause	Queries	Replies															
2	Clause No-2.1.14, Page No-10	<p>Brief Description of the Selection Process:</p> <p>In the first stage, the evaluation of Technical Proposals will be carried out. Based on this technical evaluation, a list of Technically Qualified Applicants shall be prepared. In the second stage, the Financial Proposals of Technically Qualified Applicants will be evaluated. The Applicant quoting the lowest fee (L- 1- the "Successful Applicant") shall be invited for negotiations, if required while the Applicant quoting the second lowest will be kept in reserve.</p>	<p>For such projects of large magnitude, this is general practice across the industry to follow Quality cum Cost Based Selection (QCBS) Method for selection of the Consultant.</p> <p>We sincerely request the Authority to adopt QCBS method and consider following evaluation parameters and marks for evaluation of the proposals-</p> <table><tr><th>Sr. No.</th><th>Evaluation Parameter</th><th>Total Marks</th></tr><tr><td>1</td><td>Firm’s credentials- Eligible Assignments</td><td>40 marks</td></tr><tr><td>2</td><td>Team Composition and Expertise</td><td>40 marks</td></tr><tr><td>3</td><td>Firm’s Average Annual Turnover</td><td>10 Marks</td></tr><tr><td>4</td><td>Approach and Methodology Presentation</td><td>10 Marks</td></tr></table> <p>The minimum Technical score to qualify under the Technical Proposal is 70.</p> <p>The Authority is requested to consider following scoring criteria:</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% P = 20%</p>	Sr. No.	Evaluation Parameter	Total Marks	1	Firm’s credentials- Eligible Assignments	40 marks	2	Team Composition and Expertise	40 marks	3	Firm’s Average Annual Turnover	10 Marks	4	Approach and Methodology Presentation	10 Marks	RFP condition remains unchanged
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3	Clause No-2.1.14, Page No-10	<p>Brief Description of the Selection Process:</p> <p>In the first stage, the evaluation of Technical Proposals will be carried out. Based on this technical evaluation, a list of Technically Qualified Applicants shall be prepared. In the second stage, the Financial Proposals of Technically Qualified Applicants will be evaluated. The Applicant quoting the lowest fee (L- 1- the "Successful Applicant") shall be invited for negotiations, if required while the Applicant quoting the second lowest will be kept in reserve.</p>	<p>We request the Authority to consider following scoring parameters for Average Annual Revenue and Firm Credentials</p> <table><tr><th>Sr. No.</th><th>Parameter</th><th>Total Marks</th></tr><tr><td>1</td><td>The consulting firm or consortium must have achieved average annual turnover of at least INR 100 Crores from consulting or advisory business in last 3 financial years.</td><td><ul style="list-style-type: none">• More than Rs. 500 cr.: 10 marks• Between Rs. 125-500 cr.- 8 marks• Between Rs. 100-125 cr.- 6 marks</td></tr><tr><td>2</td><td>Bidder should have completed/eng aged with at least 6 no. of Eligible Assignments in Port Terminal/MM LP/ICD/CFS/ Coastal Shipping/Inlan d Waterways related</td><td><ul style="list-style-type: none">• More than 10 assignments- 20 marks• 7-10 assignments- 15 marks• 6 assignments-10 marks</td></tr></table>	Sr. No.	Parameter	Total Marks	1	The consulting firm or consortium must have achieved average annual turnover of at least INR 100 Crores from consulting or advisory business in last 3 financial years.	<ul style="list-style-type: none">• More than Rs. 500 cr.: 10 marks• Between Rs. 125-500 cr.- 8 marks• Between Rs. 100-125 cr.- 6 marks	2	Bidder should have completed/eng aged with at least 6 no. of Eligible Assignments in Port Terminal/MM LP/ICD/CFS/ Coastal Shipping/Inlan d Waterways related	<ul style="list-style-type: none">• More than 10 assignments- 20 marks• 7-10 assignments- 15 marks• 6 assignments-10 marks	RFP condition remains unchanged
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2	Bidder should have completed/eng aged with at least 6 no. of Eligible Assignments in Port Terminal/MM LP/ICD/CFS/ Coastal Shipping/Inlan d Waterways related	<ul style="list-style-type: none">• More than 10 assignments- 20 marks• 7-10 assignments- 15 marks• 6 assignments-10 marks											

#	Clause No., Page no	Existing Clause	Queries			Replies						
				consultancy projects having minimum consultancy fee of INR 25 lakhs (Indian Rupees thirty lakhs only) in the last 7 years.								
			3	Bidder should have at least 1 completed/on going project in Coastal shipping/Inland Waterways in last 3 years	<ul style="list-style-type: none">• More than 3 projects- 20 marks• 2-3 Projects-15 marks• 1 project- 5 marks							
4	Clause No-2.1.14, Page No-10	<p>Brief Description of the Selection Process:</p> <p>In the first stage, the evaluation of Technical Proposals will be carried out. Based on this technical evaluation, a list of Technically Qualified Applicants shall be prepared. In the second stage, the Financial Proposals of Technically Qualified Applicants will be evaluated. The Applicant quoting the lowest fee (L- 1- the "Successful Applicant") shall be invited for negotiations, if required while the</p>	<p>We request the Authority to consider following scoring criteria for selection for Selection of Key Personnel-</p> <table><tr><th>Sr. No.</th><th>Parameter</th><th>Total Marks</th></tr><tr><td>A)</td><td>Team Leader</td><td><ul style="list-style-type: none">• Experience of 20 years and more- 15 marks• Experience of More than 15 years but less than 20 years- 10 marks• Experience of More than 12 years but</td></tr></table>			Sr. No.	Parameter	Total Marks	A)	Team Leader	<ul style="list-style-type: none">• Experience of 20 years and more- 15 marks• Experience of More than 15 years but less than 20 years- 10 marks• Experience of More than 12 years but	RFP condition remains unchanged
Sr. No.	Parameter	Total Marks										
A)	Team Leader	<ul style="list-style-type: none">• Experience of 20 years and more- 15 marks• Experience of More than 15 years but less than 20 years- 10 marks• Experience of More than 12 years but										

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		Applicant quoting the second lowest will be kept in reserve.			less than 15 years- 6 marks	
			B)	Logistics Expert cum Market Economist	<ul style="list-style-type: none"> Experience of More than 15 years- 15 marks Experience of More than 12 years but less than 15 years- 10 marks Experience of 10-12 Years- 6 marks 	
			C)	Financial Analyst	<ul style="list-style-type: none"> Experience of More than 12 years- 10 marks Experience of More than 10 years but less than 12 years- 8 marks Experience of 10 Years - 5 marks 	
5	Clause No-2.7.3 (5), Page No-18	<p>Requirement of Key Personnel</p> <p>Team Leader:</p> <p>Educational Qualification- Master's degree in Management, or equivalent</p> <p>Minimum years of professional experience: 15 years</p>	<p>We understand Educational Qualification for Team Leader can be Master's degree in Management/CA/equivalent. Kindly clarify.</p> <p>We request to consider Minimum years of professional experience: 12 years</p>			<p>With regard to Education Qualification- Kindly refer Corrigendum</p> <p>With regard to Minimum Years of professional experience- RFP condition remains unchanged</p>

#	Clause No., Page no	Existing Clause	Queries	Replies
6	Clause No-2.7.3 (5), Page No-18	Requirement of Key Personnel Financial Analyst: Minimum years of professional experience- 5 years	We request to consider Minimum years of professional experience: 10 years	RFP condition remains unchanged
7	Clause No-2.8.1-(b)-(iv), Page No-21	Documentary evident in support of Eligible Assignments as per Clause 2.9.5: (A) Applicant shall provide Completion Certificate issued by client for project along with relevant extract of contract (covering but not limited to contract value, duration, execution date etc.)	For completed assignments, The Authority is requested to consider Statutory Auditor Certificate, along with Partial Completion Certificate, LOA and other available documents in lieu of Completion Certificate issued by client for project along with relevant extract of contract (covering but not limited to contract value, duration, execution date etc.), wherever not available.	Refer clause 2.9.5, “..... Or Payment received till date along with copy of Work Order and Statutory Auditor certificate ” Further refer clause 2.9.2 “The Applicant should have successfully completed”. Further, for avoidance of doubt only completed assignment will be considered for Technical Capacity evaluation of the Applicant RFP condition remains unchanged
8	Clause No-2.9.1, Page No-22	Minimum Eligibility Criteria (2) Undertaking the execution of at least 5 movements/pilot movements of cargo through Coastal Shipping/ Inland Waterways	We request the Authority to ament the clause to consider- (2) Undertaking the execution of at least 3 movements/pilot movements of cargo through Coastal Shipping/ Inland Waterways	Please refer Corrigendum
9	Clause No-2.9.2, Page No-22	Technical Capacity	We request the Authority to ament the clause as mentioned herewith-	Refer Corrigendum with respect to requirement of Pilot Movement

#	Clause No., Page no	Existing Clause	Queries	Replies
		(1) Undertaken the execution of at least Five (5) movements/pilot movements of cargo through coastal shipping/inland waterways in the previous 7 years prior to Proposal Due Date.	(1) Undertaken the execution of at least Three (3) movements/pilot movements of cargo through coastal shipping/inland waterways in the previous 3 years prior to Proposal Due Date.	
10	Clause No-2.9.3, Page No-23	Financial Capacity: The Applicant should have an average annual turnover of Rs. 5 cr in the past three Financial Years.	Consultants with sound business and technical expertise along with proven experience are expected to execute similar kind of complex infrastructure projects. Therefore, it is suggested to revise Minimum Average Annual Income of the Bidder or Lead Member of the Consortium from advisory services to Rs. 100 (one hundred) Cr. in the past three Financial Years.	RFP condition remains unchanged
11	Clause No-2.16.4, Page No-29	Proposal Due Date (P)- 2 nd September 2020, 1500 hrs IST	We request the Authority to provide time of at least 3 weeks for submission of bid documents after receiving reply to pre-bid queries from the Authority	RFP condition remains unchanged
12	Clause No-2.16.7, Page No-30	Duration of assignment shall be for a period of 5 calendar months from the date of the Letter of Award as per the terms of the contract.	Considering the broad scope of the Project, it is requested to the Authority to consider the Duration of assignment for a period of 5 8 calendar months from the date of the Letter of Award as per the terms of the contract.	Refer corrigendum
13	Form 3I, Page No-48	Curriculum Vitae (CV) for Proposed Staff (with one page of summary of experience)	Kindly mention what additional information is required to be provided in the one page executive summary, other than information already provided in the Curriculum Vitae.	No additional Information is required to be provided in the Executive Summary. Applicant may highlight the total experience and relevant projects handled as per the terms of RFP regarding Technical Capacity

#	Clause No., Page no	Existing Clause	Queries	Replies
14	Clause No-5.1 (1) -(a), Page No-60	<p>Estimation of Cargo potential on West Coast of India- mapping of subsets of potential cargo which lies within 100 km from the West Coast of India-</p> <ul style="list-style-type: none"> (i) Industrial Units (ii) Agro and Agro based industries (iii) Natural resources such as iron ore, Granite etc. (iv) Any other subset(s) of cargo based on the primary or secondary research 	<ul style="list-style-type: none"> It is requested to the Authority to define the hinterland area (West Coast) for this study. Does this study require to map the entire West Coast from Gujarat to Kerala? The Authority is also requested to specify commodities/group of commodities, for which the Consultant is required to conduct OD mapping. 	<p>We are looking for all such commodities which are originated or destined within 100 km of coast and has a potential for becoming cargo for barge movement.</p> <p>Further, consultants are required to identify only top 10 O-D pairs along the West Coast which are originated or destined within 100 km of coast as per the terms of RFP.</p> <p>Refer Corrigendum</p>
15	Clause No-5.1 (2) -(a), Page No-61	(ii) Selection of suitable barge configuration based on draft alongside the jetties and in the approach channel	We understand technical criteria for suitable barge configurations shall be provided by the Authority.	<p>Project is envisaged to primarily utilize RSV-1 modified in line with Guidelines for Issuance of Statement of Compliance to Inland Vessel for enabling unrestricted movement of barges within 5 nm across the coastline.</p> <p>However, Consultant is required to provide the comparative statement of barging cost with respect to RSV-4 for all shortlisted O-D pairs. In all the above cases, the selected barges shall have a draft of upto 5 m as per the clause 1.1 (3), page no. 5, Letter of Invitation.</p> <p>Refer Corrigendum</p>

#	Clause No., Page no	Existing Clause	Queries	Replies
16	Clause No-5.1 (2) -(a), Page No-61	(v) arrive at the specification of the trucks to be deployed for the first and last mile connectivity	We understand technical specifications for trucks shall be provided by the Authority.	It is under the Scope of Work of Consultant as per Clause 5.1 (2) (a) and 5.1 (7) (c) of Terms of Reference RFP condition remains unchanged
17	Clause No-5.1 (4) -(c), and Clause No- 5.1 (5) - (c), Page No-62	Prepare the Standard Operating Procedures (SoPs) for undertaking such pilot movement in discussion with shippers/Cargo owners Ensure that all SoPs as finalized with the Shippers shall be complied with by the barge operator	Whether the Consultant shall be required to formulate detail SoPs including crew management, loading/unloading procedure, safety measures, approach/arrival measures, berthing etc. Also, SoPs would be different for multiple commodities. Kindly clarify.	The SoPs to be finalized in discussion with cargo Owners/Shippers and will be part of Tripartite agreement to be executed between Barge Operator, Cargo Owners/Shippers and SDCL as per clause 5.1 (9) (c), Page no. 63 of the Terms of Reference RFP condition remains unchanged
18	Clause No-5.1 (4)-(7)), Page No-62-63	<ul style="list-style-type: none"> • Tie-up with shippers • Tie-up with Barge/Vessel operators • Tie-up with existing private jetties/ports operator • Tie-up of truckers association 	<p>It is mentioned that the Consultant is required to prepare a list of the shippers/barge operators/private jetties operators/Trucker associations or owners and interact with them extensively for undertaking pilot movements.</p> <p>The Consultant shall interact with maximum 10 stakeholders in each category (shippers, barge operators, private jetties operators and Truckers Associations or Owners). The Authority is requested to confirm.</p>	<p>Refer Deliverable -I and further refer clause 5.1 (3) - Output parameter is defined in the RFP with respect to the execution of the Pilot Movements</p> <p>RFP condition remains unchanged</p>
19	Clause No- 5.1 (8), Page No-63	Provide inputs in the development of App based platform on the similar lines on which various existing online app offered their services in trucking business	We understand the Consultant is required to gather operational inputs required for the App like truck loads, rates for multiple routes, payment terms, e-POD etc. For any technical inputs, SDCL shall extend support to the Consultant.	Refer Clause 5.1 (8), A separate consultant is to be engaged by SDCL for the development and maintenance of APP. The consultant selected through this RFP will facilitate in the

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			Also, we understand that the Consultant will provide inputs but will not prepare any App based platform. Kindly confirm.	development of APP by providing the inputs regarding the processes involved in the transportation of cargo through barges, trucks etc and also assist in organizing the workshop with various stakeholders. RFP condition remains unchanged																					
20	Clause No-5.1 (9)-(c), Page No-63	A Tripartite Transport Agreement to be executed between barge operator & shipper and SDCL for conducting the pilot movement with detailed commercials including billing and payment terms	It is requested to clarify whether there will be any agreement signed with the private jetties/port operator for conducting the pilot movement? If yes, shall the Consultant be responsible for preparation and execution of such agreement?	Refer Clause 5.1 (6), tie up with existing private jetties/port operator as per the terms of RFP RFP condition remains unchanged																					
21		New Clause	The Authority is requested to support the Consultant for communication with multiple stakeholders by issuance of letter of Authorization to the Consultant and assist the Consultant to connect with individual party/ies, Associations as and when required.	Refer Clause 6.7.1 (c) page no 78 of Contract for Consultancy Service RFP condition remains unchanged																					
22	Clause No-5.2, Page No-64	<table><tr><th colspan="3">Deliverables and Payment Terms</th></tr><tr><th>S.No</th><th>Deliverables</th><th>Timeline (from the date of contract)</th></tr><tr><td>1</td><td>Submission and Acceptance of Detailed report on Cargo</td><td>1st Month</td></tr></table>	Deliverables and Payment Terms			S.No	Deliverables	Timeline (from the date of contract)	1	Submission and Acceptance of Detailed report on Cargo	1 st Month	<table><tr><th colspan="4">The Authority is requested to revise the Timelines and Payment Terms as mentioned herewith-</th></tr><tr><th>S.No</th><th>Deliverables</th><th>Timelines (from the date of contract)</th><th>Payment</th></tr><tr><td>1</td><td>Submission and Acceptance of Detailed report on Cargo</td><td>1st Month 3rd Month</td><td>10% 30%</td></tr></table>	The Authority is requested to revise the Timelines and Payment Terms as mentioned herewith-				S.No	Deliverables	Timelines (from the date of contract)	Payment	1	Submission and Acceptance of Detailed report on Cargo	1st Month 3rd Month	10% 30%	Refer Corrigendum
Deliverables and Payment Terms																									
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1	Submission and Acceptance of Detailed report on Cargo	1st Month 3rd Month	10% 30%																						

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			Potential, Estimated Cost and Database			Potential, Estimated Cost and Database			
		2	Submission and Acceptance of Detailed Report on the select O-D pairs for pilot movement	2 nd Month	2	Submission and Acceptance of Detailed Report on the select O-D pairs for pilot movement	2 nd Month 8 weeks after acceptance of Deliverable-1 or 5th Month, whichever is later	10% 25%	
		3	Organizing the B2B Workshop for development of App based platform	2 nd Month			2 nd Month		
		4	Completion of Pilot movement for Category-1 and 2	3 rd Month	3	Organizing the B2B Workshop for development of App-based platform	Within 15 days of submission of Deliverable-2, or 6th Month, whichever is later	5% 15%	
		5	Completion of Pilot movement for category 3	5 th Month					
		6	Submission and acceptance of detailed report on pilot movement	5 th Month	4	Completion of Pilot movement for Category-1 and 2	3 rd Month 7th Month	20% 10%	

#	Clause No., Page no	Existing Clause	Queries				Replies
			5	Completion of Pilot movement for category 3	5th Month 8th Month	40% 10%	
			6	Submission and acceptance of detailed report on pilot movement	5th Month 8th Month	15% 10%	
Standard Contract							
23	Clause No-6.6.2 (a), Page No-78	The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 1 (one) key personnel and that too by only equally or better qualified and experienced personnel.	<p>There may be reasons beyond the control of the Consultant (e.g. Resignation of the Key Personnel from the Consultant's Firm), when the Consultant require to substitute Key Personnel.</p> <p>It is therefore requested to allow the Consultant to substitute 1 (one) 2 (two) key personnel and to replace them by equally or better qualified and experienced personnel.</p>				RFP condition remains unchanged
24	Clause No-6.11, Page No-79	<p>Liquidated damages-</p> <p>If the Consultant fails to submit the Deliverables specified in Appendix A – ToR as per the timelines mentioned therein, an amount equal to 1% of the contract fees for each week of delay or part thereof will be withheld when the respective invoice is paid. If the Consultant manages to complete the Assignment within the period specified under the contract, the</p>	<p>The Authority is requested to modify the clause as per the following:</p> <p>If the Consultant fails to submit the Deliverables specified in Appendix A – ToR as per the timelines mentioned therein, an amount equal to 1% 0.5% of the contract fees for each week of delay or part thereof will be withheld when the respective invoice is paid. If the Consultant manages to complete the Assignment within the period specified under the contract, the withheld amounts will be released by the Client with the payment for the final deliverable. The aggregate maximum of liquidated damages payable</p>				RFP condition remains unchanged

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		withheld amounts will be released by the Client with the payment for the final deliverable. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.	to the Client under this clause shall be subject to a maximum of 10% 5% of the total contract fees.	
25	Clause No-6.1.1, (b) Page No-69	(b) “Affiliate” means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and “Control” with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms “Controlling” and “Controlled by” shall be construed accordingly;	We would request the Authority for the deletion of references of “Affiliate” in the RFP.	RFP condition remains unchanged

#	Clause No., Page no	Existing Clause	Queries	Replies
26	Clause No-6.3.5, Page No-73	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.	<p>We would request the Authority for the modification of the clause as follows:</p> <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to pandemic, epidemic, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.</p>	RFP condition remains unchanged
27	Clause No-6.12 (f), Page No-79	It is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;	<p>We would request the Authority for the modification of the clause as follows:</p> <p>It is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;</p>	RFP condition remains unchanged
28	Clause No-6.13.2, Page No-80	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	<p>We would request the Authority for the modification of the clause as follows:</p> <p>Indemnity: Subject to the total value of the 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</p>	RFP condition remains unchanged

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		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.	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.	

#	Clause No., Page no	Existing Clause	Queries	Replies
29	Clause No-6.13.7, Page No-82	If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.	<p>We would request the Authority for the modification of the clause as follows:</p> <p>If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.</p>	RFP condition remains unchanged
30	Clause No-6.5.7, Page No-84	<p>Limitation of the Consultant's Liability towards the Client</p> <p>a) The Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>i) for any indirect or consequential loss or damage; and</p>	<p>We would request the Authority for the modification of the clause as follows:</p> <p>Limitation of the Consultant's Liability towards the Client</p> <p>a) The Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>i) for any indirect or consequential loss or damage; and</p>	RFP condition remains unchanged

#	Clause No., Page no	Existing Clause	Queries	Replies
		<p>ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or</p> <p>(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.</p> <p>b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	<p>ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure 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</p> <p>b) Subject to a limit equal to the Agreement Value, this limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	
31	New Clause		<p>We would request the Authority for the addition of the clause as follows:</p> <p>The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract, indemnity or tort, under statute or</p>	RFP condition remains unchanged

#	Clause No., Page no	Existing Clause	Queries	Replies
		Inland waterways/coastal shipping (Clause 2.9.2 (2) should be allowed to be either met by consortium member or Lead Member. In case the Applicant is not a consortium, it shall be eligible only if it has requisite technical & Financial Capacity of its own.		
34	2.7.3 (4) (i), Page 17	The key proposed personnel must be permanent full time employees of the firm. However, sub-consultant may be employed as an Expert, if required by the Applicant.	<p>Since the project requires to showcase the desired experience by the bidder, and that multiple teams of experts have to be deployed, it would also involve drawing well qualified experts from the market to ensure optimum output quality for SDCL. We request you to please relax this clause and allow the Consultant to hire Key Personnel on a contractual basis.</p> <p>In any scenario, the Consulting firm will take the overall responsibility of the outputs produced by all Key Personnel and therefore the onus will be on us, even if the Key Personnel is on a contractual basis.</p> <p>Suggestion/Remarks We request you to please remove this clause or in case it cannot be removed, please consider the following change:</p> <p>The key proposed personnel may be permanent full time employees of the firm or employees on contract with the firm for at least 6 months.</p>	Refer corrigendum
35	2.7.3 (5), Page 18	Team Leader Should have led teams in the field relevant to the eligible assignments. Should have appropriate experience in market research and	<p>Suggestion/Remarks</p> <p>Considering the nature of the engagement, we believe that the Team Leader should also have vast</p>	Refer corrigendum

#	Clause No., Page no	Existing Clause	Queries	Replies
		business development for coastal transport projects. Should have good relationships with barge operator & jetty operator of the West Coast of India	experience in shipping, port, terminals and ICD projects. We request you to please consider the following change: Should have appropriate experience in market research and business development for Shipping, Port, Terminals, ICD or coastal transport projects.	
36	2.8 (1) (iv) (A) & 2.9.5 (1)	Applicant shall provide completion certificate issued by client for projects along with relevant extract of contract (covering but not limited to contract value, duration, execution date etc.) OR payment received till date along with copy of work order and statutory auditor certificate	Suggestion/Remarks It is requested that given the ongoing Covid pandemic, gathering an auditor certificate after due audit review is increasingly becoming a challenge. In this context, this requirement may be changed to self certification by applicant's authorized signatory or CFO.	RFP condition remains unchanged
Terms of Reference				
37	5.1 (1) (a), Page 60	Mapping of following subsets of potential cargo which lies within 100 km (possible cargo) from the west coast of India	We request your clarification on whether area of coverage of 100kms includes only those hinterland areas near the jetties/ports that are already available. Please confirm	Refer Query 14 Refer Corrigendum
38	5.1 (1) (a) (i), Page 60	Any other subset(s) of cargo based on the primary or secondary research	We request your clarification on whether "primary research" includes an on-ground OD Survey.	Refer corrigendum
39	5.1.1 (b), Page 60	Mapping of all the cargo which are either originated or destined at these subsets of potential cargo (that includes both raw material and finished cargo)	Suggestions/Remarks We request you to please consider modifying the mapping of cargo to the top 10 Origin-Destination (O-D) pairs as mapping of all cargo which are originated or destined at these subsets of potential cargo shall be difficult for the provided timeline.	Refer Corrigendum

#	Clause No., Page no	Existing Clause	Queries	Replies
40	5.1.(1) (c and d), Page 60	Study the existing traffic flow at the major ports, non-major ports and major jetties on the west coast of India (d) List out the relevant O-D pairs for coastal shipping for West coast of India alongwith the name of the Shippers	It is submitted that given the DPR on cargo potential (Deliverable 1) is due within one month, no primary surveys can be possible within these time duration. In the wake of ongoing covid pandemic any primary surveys to identify OD movements would take atleast 4 months to cover the entire west coast. In this context, these timelines can only be met by leveraging secondary data to be supplied by port and jetty authorities as well as other nodal Ministries. Suggestion/Remarks Please confirm that the study rely on only secondary data for this purpose	Kindly refer corrigendum
41	5.1.(1) (i), Page 60	Provide the projection of cargo potential for next 5 years, 10 years and 15 years	It is submitted that mapping all cargo movements and undertaking projections would require atleast 4 to 6 months as well as considerable resources which may not meet the objective to this study viz. to ensure pilot movement on key routes. This is certainly not possible within the one month time frame (provided for this deliverable) and multiple teams would need to be deployed just for this task. Such projections are already being undertaken as part of a number of recent studies and can leveraged as such. Suggestions/Remarks In context of our query, it is requested that this clause be deleted from Scope of works	Refer corrigendum
42	Page 61, Deliverable 1	Deliverable-1 : Submission of the detailed report on Cargo Potential with Estimated cost of movement through CCPs route and database of shippers, barge operators and jetty operators of the region	It is submitted that amount of tasks prescribed to be covered under Deliverable 1 required review. The coverage of these tasks, currently prescribed can certainly not be completed within one month especially in wake of ongoing covid pandemic. In this context, it is suggested that scope of Deliverable 1 should be limited to top 10 key OD pairs only, to	Refer corrigendum

#	Clause No., Page no	Existing Clause	Queries	Replies																								
			<p>be decided in consultation with client and stakeholders right at the start of the study.</p> <p>Suggestions/Remarks Scope of Deliverable 1 should be limited to top 10 key OD pairs only, to be decided in consultation with client and stakeholders right at the start of the study.</p>																									
43	5.2, Page 64	<p>Deliverables and Payable terms</p> <table><tr><th>#</th><th>Deliverables</th><th>Timelines (from date of contract)</th><th>Payment</th></tr><tr><td>1</td><td>Submission and Acceptance of Detailed report on Cargo Potential, Estimated Cost and Database</td><td>1st month</td><td>10%</td></tr><tr><td>2</td><td>Submission and Acceptance of Detailed Report on the select O-D pairs for pilot movement</td><td>2nd month</td><td>10%</td></tr><tr><td>3</td><td>Organizing the B2B Workshop for development of App based platform</td><td>2nd month</td><td>5%</td></tr></table>	#	Deliverables	Timelines (from date of contract)	Payment	1	Submission and Acceptance of Detailed report on Cargo Potential, Estimated Cost and Database	1 st month	10%	2	Submission and Acceptance of Detailed Report on the select O-D pairs for pilot movement	2 nd month	10%	3	Organizing the B2B Workshop for development of App based platform	2 nd month	5%	<p>Suggestions/Remarks</p> <p>a) It is our humble submission that the existing payment terms appear to be significantly back loaded. The consulting firm will have to spend significant efforts and undertake out of pocket expenses in the initial stages of the project – mainly till finalising the draft Demand Assessment Report.</p> <p>b) Secondly, the timelines provided for various deliverable may not be achievable given the amount of scope to be covered. The timelines would be further adversely impacted by ongoing covid pandemic and must be adjusted as such.</p> <p>In above context, we request you to please modify the payment terms and timelines as below:</p> <p>Deliverables and Payable terms</p> <table><tr><th>#</th><th>Deliverables</th><th>Timelines (from date of contract)</th><th>Payment</th></tr><tr><td>1</td><td>Submission and Acceptance of Detailed report on</td><td>3rd month</td><td>30%</td></tr></table>	#	Deliverables	Timelines (from date of contract)	Payment	1	Submission and Acceptance of Detailed report on	3 rd month	30%	Refer corrigendum
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#	Deliverables	Timelines (from date of contract)	Payment																									
1	Submission and Acceptance of Detailed report on	3 rd month	30%																									

#	Clause No., Page no	Existing Clause				Queries				Replies
		4	Completion of Pilot movement for Category-1 and 2	3 rd month	20%		Cargo Potential, Estimated Cost and Database			
		5	Completion of pilot movement for category 3	5 th month	40%	2	Submission and Acceptance of Detailed Report on the select O-D pairs for pilot movement	5 th month	20%	
		6	Submission and acceptance of detailed report on pilot movement	6 th month	15%	3	Organizing the B2B Workshop for development of App based platform	6 th month	5%	
						4	Completion of Pilot movement for Category-1 and 2	7 th month	20%	
						5	Completion of pilot movement for category 3	8 th month	20%	
						6	Submission and acceptance of detailed report on pilot movement	6 th month	5%	
44	9 (d)	Consultant to demonstrate the App based B2B platform during the pilot movement and also highlight the deficiency, if any during the operation of App during the pilot movement				It is our understanding that this app shall be created by another consultant and as such consultant in this study cannot be held responsible for demonstrating the apps's efficacy. Secondly, the timelines under this study shall be dependent on timelines for				Responsibility of Consultant is limited to Scope of Work defined in the RFP. A separate consultant (App) will be appointed for the development, operation and maintenance of APP.

#	Clause No., Page no	Existing Clause	Queries	Replies
			development, testing and operationalizing the app given it will be integral part of the proposed pilot. Suggestions/Remarks It is submitted that this clause be deleted and timelines be adjusted to account for time taken to develop, test and operationalize the app	The consultant is required to use the APP for atleast one pilot movement. The main responsibility of the demonstration of APP is with agency which is appointed for the APP development and Operation. Refer Corrigendum
45	6.5.6, Page 77	All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.	Suggestions/Remarks We request the Client to note that although the Consultant can give ownership of deliverables to the Client, the pre-existing Intellectual Property Rights (IPR) in the deliverables shall still remain with the Consultant. We request you to please consider the following change: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants, excluding any pre-existing Intellectual Property Rights with the Consultant,	RFP condition remains unchanged
46	6.11, Page 79	If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of	Suggestions/Remarks We request the client to add “for the reason solely attributable to the Consultant”	RFP condition remains unchanged

#	Clause No., Page no	Existing Clause	Queries	Replies
		delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.		
48	6.5.7 ii) Page 84	For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure 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.	Suggestions/Remarks We request removal of 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 of this clause	RFP condition remains unchanged
49	Clause 5, Sub clause 5.1 (3) Page no 80 to 84	Clause 5: Terms of Reference Clause 5.1 (3): Segregation of O-D pairs (a) Based on the above detailed assessment, categorize the O-D pairs under following categories (b) Pilot Movement (i) Select the 2 O-D pairs from category-1, 1 each O-D pairs from category-2 and 3 (ii) The above is only indicative, the O-D pairs will be selected & finalized during the presentation on the Deliverable-1.	We have reviewed the tender document and understood the scope of work and the objective of the assignment. We would like to make a point here that the scope of work broadly covers the following aspects:- 1. Coastal cargo potential study for west coast- includes industry mapping, shipper mapping, jetty mapping, location identification for new jetties, OD pairs, TLC, costing comparison etc. 2. Actual trial movement of coastal cargo: by appointing barge operator, contracting with jetty operator, contracting with shippers etc. (logistic cost for trucking, barging, port charges to be borne by Shipper only. The differential cost will be paid by the Sagarmala directly to the Shipper). The	RFP condition remains unchanged

#	Clause No., Page no	Existing Clause	Queries	Replies
			<p>overall responsibility lies with the consultant.</p> <p>3. Development of the App for monitoring.</p> <p>The assignment requires expertise of both consultant to assess the market and a marine/shipping logistic player to execute the trial coastal movement.</p> <p>Hence we request the authority to kindly remove the trial movement from the scope of work and modify the eligibility criteria accordingly. The consultant may assist the authority in identification if shipper, barge operator, jetty operator, truck operator for execution of the trial shipment. The Authority to directly communicate with the shippers for trial movement and the consultant to assist the authority.</p>	
50	Clause No. 2.9.3 Technical Capacity	Clause 2.9.3 Technical Capacity: (2) Undertaken the execution of at least Five (5) movements/pilot movements of cargo through coastal shipping/inland waterways in the previous 7 years prior to Proposal Due Date. .	<p>As no consultancy firm can fulfil this criteria, requesting the authority to remove this clause from qualification criteria.</p> <p>Pilot movement of coastal cargo (Trial shipment) has been included in the scope of work for the consultant. As you are aware, this kind of work cannot be carried out any consultant in India in house. Hence we have requested the authority to remove the work related to execution of trial pilot movement of the coastal cargo from the tender.</p> <p>Hence the respective eligibility criteria can also be removed accordingly by the Authority.</p>	Refer clause 2.1.15, Page no. 11 of Instructions to Applicants

#	Clause No., Page no	Existing Clause	Queries	Replies
51	Clause no 1.4, Selection Process (Page no. 5) And Critical Data Sheet Sl. No. 1	The Consultant will be selected on the Price based System (Least Cost Selection) as per procedures described in this RFP.	<p>We have reviewed the scope of work and understand that the assignment requires expertise on market, logistic, transportation, ports, shipping, contracts etc.</p> <p>Hence we request the authority to kindly adopt Quality-Cost Based Selection (QCBS) method for selection of the consultant to generate an implementable qualitative report.</p>	RFP condition remains unchanged
52	Clause 2.9.4 Financial Capacity:-	The Applicant should have an average annual turnover of Rs. 5 cr. in the past three Financial Years.	The work requires subject expertise and resources to generate a qualitative and implementable output. We request the Authority to increase the financial capacity to Rs. 50 Cr. in order to allow only highly experienced consultancy firms to participate in this important assignment which requires detailed works for each item of scope of work.	RFP condition remains unchanged
53	Clause No. 2.1.16 Page no 11	Members of the JV/consortium need to execute the Joint Bidding Agreement and submit the Agreement as a part of their Technical Proposal. The format of Joint Bidding Agreement is provided as FORM 3K.	<p>Due to the Covid-19 Situation, obtaining the consortium agreement on legal paper may be quite difficult for regions such as Mumbai.</p> <p>Request to allow Memorandum of understanding or letter of association as an alternate to Joint bidding agreement during the proposal stage and also the bidders to submit the same post award of project.</p>	RFP condition remains unchanged
54	Clause no 5, TOR Page no 80 to 84	Terms of Reference	<p>We have reviewed the scope of work and understood that it contains three broad scope (i) Market assessment, industry mapping, jetty analysis, Total logistic cost analysis etc., (ii) Actual pilot movement, (iii) App development and monitoring.</p> <p>Please note that most of the consulting firm would not be having App development capability and none of the consultant in the marine sector would be</p>	Refer Query 19

#	Clause No., Page no	Existing Clause	Queries	Replies				
			<p>having capability related to consultancy study for coastal cargo movement.</p> <p>While we have already requested the authority to exclude pilot movement from the scope of work, Please clarify the followings:-</p> <ul style="list-style-type: none">- Is the development of the monitoring app has to be carried out by the consultant?- Who will bear the cost of app development? (or)- The scope of consultant is only to provide inputs and assist the Authority in developing the app and the authority will appoint a separate IT consultant for the development of the app on their own cost? <p>Please clarify.</p>					
55	Clause 1.2 Page no. 64	<p>Deliverables and Payment Terms</p> <table><tr><td>S. N o</td><td>Deliverables</td><td>Timelines (from the date</td><td>Pay ment</td></tr></table>	S. N o	Deliverables	Timelines (from the date	Pay ment	<p>The consultant has to put extensive effort during the initial stage of the study i.e. team mobilization, market study, industry mapping, OD pairing, mapping of jetties, barge players, trucking players, TLC (Total logistic cost) analysis, etc.</p> <p>It also involves extensive primary surveys and on ground research work for data validation.</p> <p>Owing to quantum of work and the extensive primary survey required for study, we request the authority to modify both the deliverable timelines and payment terms as suggested below:-</p>	Refer Corrigendum
S. N o	Deliverables	Timelines (from the date	Pay ment					

#	Clause No., Page no	Existing Clause				Queries				Replies
				of contra ct)		S.N o	Deliverables	Timelines (from the date of contract)	Payment	
		1	Submission and Acceptance of Detailed report on Cargo Potential, Estimated Cost and Database	1st month	10%	1	Mobilization advance	Day 0	20%	
		2	Submission and Acceptance of Detailed Report on the select O-D pairs for pilot movement	2nd month	10%	2	Submission and Acceptance of Detailed report on Cargo Potential, Estimated Cost and Database	3 rd month,	20%	
		3	Organizing the B2B Workshop for development of App based platform	2nd Month	5%					
		4	Completion of Pilot movement for Category-1 and 2	3rd month	20%	3	Submission and Acceptance of Detailed Report on the select O-D pairs for pilot movement	4 th month	20%	
		5	Completion of Pilot movement for category 3	5th month	40%					
		6	Submission and acceptance of detailed report on pilot movement	5th month	15%	4	Organizing the B2B Workshop for development of App based platform	4 th Month	05%	
						5	Completion of Pilot movement for Category-1 and 2	6 th month	20%	
						6	Completion of Pilot movement for category 3	8 th month	10%	

#	Clause No., Page no	Existing Clause	Queries				Replies				
			<table><tr><td>7</td><td>Submission and acceptance of detailed report on pilot movement</td><td>9th month</td><td>5%</td></tr></table>				7	Submission and acceptance of detailed report on pilot movement	9 th month	5%	
7	Submission and acceptance of detailed report on pilot movement	9 th month	5%								
56	Clause 9(d) of TOR Page no 84	(d) Consultant to demonstrate the App based B2B platform during the pilot movement and also highlights the deficiency, if any during the operation of App during the pilot movement.	Please clarify whether the development of the App is in the scope of work of the Consultant. If yes, we suggest the authority to take it up on their own by appointing an IT agency. The current consultant can only support them and provide inputs required. If this falls in the scope of the Consultant, please allow consortium of 3 for this tender.				Refer Query no 44				
Inclusion of the following clauses. We request the authority to include the following clauses:-											
57	-	1. Anti-Bribery and Anti-Corruption:	Each Party represents, warrants and undertakes that: (a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter				RFP condition remains unchanged				

#	Clause No., Page no	Existing Clause	Queries	Replies
			<p>whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.</p> <p>(b) Each Party shall, adhere to applicable anti-bribery and corruption laws.</p> <p>(c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b).</p> <p>(d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.</p>	
58		2. Economic and Trade Sanctions:	As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union (“Sanctions”), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect	RFP condition remains unchanged

#	Clause No., Page no	Existing Clause	Queries	Replies
			parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify CRISIL if any of these circumstances change, upon occurrence of which, CRISIL shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client’s breach.	
59		3. Non-Exclusivity:	The Client acknowledges that CRISIL or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis.	RFP condition remains unchanged
60		4.	Client may notify the Consultant in writing within 10 calendar days of Consultant providing the Deliverables to the Client any substantial non-conformity of the Deliverables vis-à-vis the Requirements. Upon receiving Client’s notification, the Consultant shall rectify the non-conformity verified by it and resubmit the Deliverables to the Client within 15 calendar days. The Deliverables shall be considered “accepted” upon such re-delivery or the expiry of 10 calendar days as stated above, whichever is earlier.	RFP condition remains unchanged
61		5. Total aggregate liability of Consultant	5. The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement. In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits,	RFP condition remains unchanged

#	Clause No., Page no	Existing Clause	Queries	Replies
			data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise.	
62		6.	The fees and any amounts payable under this Agreement are exclusive of all applicable taxes (including GST), levies, duties etc. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. The GST registration number ("GSTIN") provided by the Client will be used by Consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. Where Consultant issues a credit note to the Client in relation to any invoice, the Client shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by Consultant to the Client. If the Client fails to do so, and this results in additional liability for Consultant, Client shall be liable to be reimburse Consultant for any liability incurred by Consultant (being the tax, interest and any penalties thereon). The current contract pricing are based on an assumption that GST will apply to the services provided by the Consultant to the Client and the consultant is able to claim credit of the GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided	RFP condition remains unchanged

#	Clause No., Page no	Existing Clause	Queries	Replies
			to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant.	
63	Clause 2.9.1, Page No.22	Preparation of Techno-Economical Feasibility Report/ traffic Studies/ demand assessment and feasibility studies for projects involving development of Port Terminals (Container/Bulk/Break-bulk), multimodal logistic hub, ICDs, CFSs, Inland Waterways projects and Coastal Shipping projects.	DPRs also added to the existing clause. Suggestions/Remarks The clause may please be modified as” Preparation of Techno-Economical Feasibility Report/ DPRs / traffic Studies/ demand assessment and feasibility studies for projects involving development of Port Terminals (Container/ Bulk/ Break-bulk), multimodal logistic hub, ICDs, CFSs, Inland Waterways projects and Coastal Shipping projects”.	RFP condition remain unchanged
64	Clause 2.9.2(1), Page 22	The applicant should have successfully completed six (6) nos Eligible Assignments in the previous 7 years prior to Proposal Due Date each with a contract value not less than Rs.25 lakhs.	Request to reduce the Eligible assignments to Three (3) Nos. Suggestions/Remarks The clause may please be modified as “The applicant should have successfully completed Three (3) nos Eligible Assignments in the previous 7 years prior to Proposal Due Date each with a contract value not less than Rs.25 lakhs”.	RFP condition remains unchanged