



RFP for Appointment of consultant for Implementation of Various Maritime Initiatives within the Country for Blue Economy initiatives

Replies to Pre-Proposal Meeting Queries

The replies to queries raised by the Applicants at the Pre-Proposal Meeting held on 23rd August 2022 are provided as below. Applicant are requested to refer the Replies and corrigendum in details before submitting their Proposal.

#	Clause No., Page no	Existing Clause	Queries	Replies
1.	Form 3C (Format for Technical Capacity) – Eligible Assignment Page 43 of 85	Exhibit only those assignments undertaken in the last seven (7) years preceding the Proposal Due Date	We request that Projects undertaken in last 15 years and ongoing with more than 50% complete may be considered as eligible assignments Suggestion: Accordingly, clause may be revised	Provisions of the RFP Document hold good
2.	Clause No. 2.9.4 Documentary evidence to substantiate / support Eligible Assignments (Page 27 of 85)	3. Support Team (Max 10 Marks) Only those CV will be considered which satisfy the criteria given in 2.7.3 (4) & 2.7.3 (5) <ul style="list-style-type: none"> • Additional 1 CV of Team Leader – 2.5 marks • Additional 2 CV of Team Leader – 5 marks • Additional 06 CV of Associates – 2.5 Marks • Additional 12 CV of Associate – 5 marks 	The requirement of two additional TLs and rest of the support teams do not appear to be justified Suggestion: The requirement of support team may be omitted	Refer Corrigendum – I in this regard.
3.	Terms of Engagement Page 64 of 85	Point 9. Non -performing team members shall be replaced within 1 week of receiving notice from MoPSW	It is difficult to replace any member within 1 week time. Non -performing team members shall be replaced within 2 week of receiving notice from MoPSW Suggestion: Accordingly, clause may be revised	Provisions of the RFP Document hold good
4.	Clause No. 2.6.2; Applicants	An Applicant may be a Natural person, partnership firm, LLP, private entity or government owned entity and should submit the proposal in accordance with the terms of this RFP.	We request you to allow JV/ Consortium. Suggestion: Accordingly, clause may be revised	Provisions of the RFP Document hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
	(Page 17 of 85)	Applicant can apply only on sole basis and should be registered in India; consortium is not allowed		
5.	6.3.5.2	"The Parties agree that neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above."	Please add in the beginning of the statement: "Except in case of the obligation of client to make timely payment, the failure of a Party to fulfill any of its ..."	Provisions of the RFP Document hold good
6.	6.4.1	(g) if the Client, in its sole discretion and for any reason whatsoever, within a period of thirty (30) days decides to terminate this Contract.	Standard position for termination for convenience is 90 days. Request for increase of the period accordingly.	Provisions of the RFP Document hold good
7.	6.5.3, 6.5.6	- Confidentiality - Documents Prepared (to the extent applicable) by the Consultants to be the Property of the Client	Suggest the following change: <i>"The Client however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the "Knowledge Material") of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in connection with the Services. The Client shall have the non-exclusive perpetual license to use the reports (including any Knowledge Material provided as a part of the report to the Client) to the extent necessary for the Client to use the reports in accordance with this Contract."</i>	Provisions of the RFP Document hold good
8.	6.10	Responsibility for accuracy of project documents	We request deletion of this clause as such a responsibility is difficult to undertake by the Consultant.	Provisions of the RFP Document hold good
9.	6.13.2	Indemnity – (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (c) any Services related to or rendered pursuant to the Contract	We request for deletion of these clauses; We reserve indemnity as a remedy for high threshold of breaches. For general breach of agreement, client may claim damages.	Provisions of the RFP Document hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
10			<p>Economic and Trade Sanctions</p> <p>As of the date of this Agreement, (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 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 Consultant if any of these circumstances change. If Consultant reasonably determines that it can no longer provide the Services to Client in accordance with applicable law, then Consultant may terminate this Agreement, or any particular services, immediately upon written notice to Client, in which case the Consultant shall be paid for all Services until the effective date of termination of the Services.</p>	No additional clause
11	6.13.11	Counterparts	<p>We request below clause to be added to the contract:</p> <p>Economic and Trade Sanctions</p> <p>As of the date of this Agreement, (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</p>	No additional clause



#	Clause No., Page no	Existing Clause	Queries	Replies
			<p>Sanctions, and (c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect 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 Consultant if any of these circumstances change. If Consultant reasonably determines that it can no longer provide the Services to Client in accordance with applicable law, then Consultant may terminate this Agreement, or any particular services, immediately upon written notice to Client, in which case the Consultant shall be paid for all Services until the effective date of termination of the Services.</p> <p>Anti-Bribery & Corruption: Each Party represents, warrants and undertakes that: 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 whether or not the person being bribed is to perform the function or activity to</p>	

#	Clause No., Page no	Existing Clause	Queries	Replies
			<p>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>Each Party shall, adhere to applicable anti-bribery and corruption laws.</p> <p>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>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>	
12	6.5.7.		<p>We request the disclaimer to be absolute. Suggest this to be replaced with separate clause as follows:</p> <p><i>"In no event will Consultant or its affiliates be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages."</i></p>	No additional clause
13	6.5.7 (a) (ii)	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.	Insurance is an internal risk mitigation and is not linked to our liability. Suggest deletion.	Provisions of the RFP Document hold good
14	6.5.7. (b)	“...damage to Third Parties caused..”	Suggest to be replaced with "infringement of intellectual property rights of Third Parties"	Provisions of the RFP Document hold good
15	2.9.3	<p>Financial Capacity: -</p> <p>The Applicant should have an average annual turnover of Rs. 5 cr in the past three Financial Years.</p>	<p>For competing firms to compete, please increase the financial capacity criteria to Rs. 50 cr.</p> <p>The revised clause would be:</p> <p>Financial Capacity: -</p>	Provisions of the RFP Document hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
			The Applicant should have an average annual turnover of Rs. 50 cr in the past three Financial Years.	
16	2.9.4	(1) Completion Certificate issued by the Client for the Assignment	Please allow for CA certified payment certificate.	Refer Corrigendum – I in this regard.
17	2.9	Definition of Eligible Assignment: Long term (at least 12 months) project focused on Project Management Consultancy / Transaction advisory / Project Management Unit in the sector related to Logistics/Inland waterways/Coastal shipping and Ports	Definition of Eligible Assignment: Long term (at least 12 months) project focused on Project Management Consultancy / Transaction advisory / Project Management Unit in the sector related to infrastructure such as Logistics/Inland Waterways/Coastal shipping and Ports/ Roads/Urban.	Refer Corrigendum – I in this regard.
18	2.9.2	2.9.2 Minimum Technical Capacity (1) Undertaken a project focused on Project Management Consultancy / Transaction advisory / Project Management Unit in the sector related to Logistics/Inland waterways/Coastal shipping and Ports with a minimum fee of; 1 (One) Project of value of Rs. 1.6 Crores / 2 (Two) Projects of Value of Rs. 1.0 Crore each / 3 (Three) Projects of value of Rs. 80 lakhs each – will be treated as One Eligible Assignment for marking purpose. AND (2) Experience of at least 1 (one) international project related to Feasibility Study, Detailed Project Report, Business Study, Knowledge Partner, transaction advisory in the sector related to Logistics/Inland waterways/Coastal shipping and Ports with a minimum fee of INR 1 crore.	Request for relaxation as follows: 2.9.2 Minimum Technical Capacity (1) Undertaken a project focused on Project Management Consultancy / Transaction advisory / Project Management Unit in the sector related to Logistics/Inland waterways/Coastal shipping and Ports with a minimum fee of; 1 (One) Project of value of Rs. 1 Crores / 2 (Two) Projects of Value of Rs. 0.8 Crore each / 3 (Three) Projects of value of Rs. 0.45 lakhs each – will be treated as One Eligible Assignment for marking purpose. AND (2) Experience of at least 1 (one) international project related to Feasibility Study, Detailed Project Report, Business Study, Knowledge Partner, transaction advisory in the sector related to Logistics/Inland waterways/Coastal shipping and Ports/Roads/Energy with a minimum fee of INR 1 crore.	Refer Corrigendum – I in this regard.
19	Page 27	Support Team (Max 10 Marks) Only those CV will be considered, which satisfy the criteria given in 2.7.3 (4) & 2.7.3 (5).	Request deletion of this clause as availability of so many resources would not be possible for any financial consultant.	Refer Corrigendum – I in this regard.

#	Clause No., Page no	Existing Clause	Queries	Replies
		Applicants need to provide details of Support Team as per Form: 3G	The additional CV requirement can be asked only for “associate” and that too to the maximum of 3-4 people.	
20	New clauses to be added	Limited Liability clause	<p>We request AUTHORITY to add the Limited Liability clause as stated below:-</p> <p>“In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, 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, and even if advised of the likelihood of such damages.</p> <p>The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this assignment, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this assignment.”</p>	No additional clause
21	New clauses to be added		<p>We request the authority to include this new clause.</p> <p>Anti -Bribery and Corruption:</p> <p>“Each party represents, warrants and undertakes that:</p> <p>(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-</p>	No additional clause

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			<p>performance of a function or activity whether in an official capacity or not, and it does not matter 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 Clause (a) and Clause (b).</p> <p>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>	
22	New clauses to be added	Economic and Trade Sanctions:	<p>We request the authority to include this new clause. 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 parent of the Client, is the</p>	No additional clause

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			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.	
23		Non-Exclusivity:	We request the authority to include this new clause. 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.	No additional clause
24		Non-Conformity	We request the authority to include this new clause. 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.	No additional clause
25	2.9 Eligible Assignments and Minimum Eligibility Criteria Definition of Eligible Assignment (Page 24)	Definition of Eligible Assignment Long term (at least 12 months) project focused on Project Management Consultancy / Transaction advisory / Project Management Unit in the sector related to Logistics/Inland waterways/Coastal shipping and Ports	We believe that logistics is a broader term which encompasses all transport sectors such as roads & bridges, inland waterways, costal shipping, ports, railways, metro, airports in addition to storage and handling facilities including terminals, warehouses, cold storages, among others. We request Authority to confirm the same. In addition, we request the Authority to add the General Consulting Assignments in the definition (which need not necessarily be long term projects) as the current	Refer Corrigendum – I in this regard.

#	Clause No., Page no	Existing Clause	Queries	Replies
			requirements are restrictive in nature given the large number of experts required. Accordingly, we request Authority to amend the definition of Eligible Assignment as follows: Projects focused on Project Management Consultancy / Transaction advisory / Project Management Unit and General Consultancy Assignments in the sector related to Transport & Logistics including Inland Waterways/Coastal shipping and Ports/Railways/ Roads & Bridges/ Metro/ Airports/ Urban Infrastructure / Warehousing / Cold Storages / Freight Terminals, MMLPs, among others	
26	2.9 Eligible Assignments and Minimum Eligibility Criteria 2.9.2 Minimum Technical Capacity (Page 25)	(1) Undertaken a project focused on Project Management Consultancy / Transaction advisory / Project Management Unit in the sector related to Logistics/Inland waterways/Coastal shipping and Ports with a minimum fee of: 1 (One) Project of value of Rs. 1.6 Crores / 2 (Two) Projects of Value of Rs. 1.0 Crore each / 3 (Three) Projects of value of Rs. 80 lakhs each – will be treated as One Eligible Assignment for marking purpose.	We understand that the focus is to evaluate the Consultant's experience of working on Project Management related assignments which involves handholding support in execution / implementation of program level initiatives, contracts, day to day activities, monitoring, performance management, among others. Thus, we believe that experience of Consultant in such domain should be considered as more relevant. Accordingly, we would request Authority to amend the requirements as follows: 1 (One) Project of value of Rs. 1 Crores / 2 (Two) Projects of Value of Rs. 75 lakhs each / 3 (Three) Projects of value of Rs. 50 lakhs each – will be treated as One Eligible Assignment for marking purpose.	Refer Corrigendum – I in this regard.
27	FORM 3C: Format for Technical Capacity - (Eligible Assignments) Experience (Page 43)	• Exhibit only those Assignments undertaken in the last seven (7) years preceding the Proposal Due Date.	We would request the Authority to please consider extension of the period for including Eligible Assignments for the purpose of evaluation to at least 10 years . This would mean project completed on or before September 2012 will not be eligible.	Provisions of the RFP Document hold good

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28	2.9 Eligible Assignments and Minimum Eligibility Criteria 2.9.4 Documentary evidence to substantiate/s support Eligible Assignments (Page – 25)	2.9.4 Documentary evidence to substantiate/support Eligible Assignments (1) Completion Certificate issued by the Client for the Assignment	We understand that the focus is to evaluate the Consultant’s experience of working on Project Management related assignments which involves handholding support in execution / implementation of program level initiatives, contracts, day to day activities, monitoring, performance management, among others. Typically, such engagement span across 2-3 years given the nature of work / activities involved. Accordingly, we request the Authority to also allow for Ongoing Projects in addition to Completed Projects of similar nature. For such ongoing projects, Work Order shall be submitted as Supporting Documents.	Refer Corrigendum – I in this regard.								
29	2.9 Eligible Assignments and Minimum Eligibility Criteria 2.9.3 Financial Capacity (Page 25)	The Applicant should have an average annual turnover of Rs. 5 cr in the past three Financial Years.	We would request the Authority to amend the requirement as follows: The Applicant should have an average annual turnover of Rs. 100 cr in the past three Financial Years.	Provisions of the RFP Document hold good								
30	2.7 Preparation of Proposal 2.7.3 (5) (Page 20)	(5) Requirement of Key Personnel as Core Team: A team of minimum 6 members as per the following composition. <table border="1"><thead><tr><th>Position</th><th>Minimum Qualificati on</th><th>No of Personnel</th><th>Minimum Work Experienc e</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td></tr></tbody></table>	Position	Minimum Qualificati on	No of Personnel	Minimum Work Experienc e					Based on the tasks defined for the two positions, we understand that the experts will be responsible for working on Project Management related assignments which involves handholding support in execution / implementation of program level initiatives, contracts, day to day activities, monitoring, performance management, among others. and thus, would require knowledge based on experience of working on similar projects. Accordingly, we believe that the Authority should endeavour to qualify experts that will provide it the best	Provisions of the RFP Document hold good
Position	Minimum Qualificati on	No of Personnel	Minimum Work Experienc e									

#	Clause No., Page no	Existing Clause				Queries				Replies
					At least 10 years of post higher qualification experience in Government consulting, Large Project/Program Management having prepared/implemented Vision documents for Government Department/Ministry.	possible output and whose rich experience may be derived from executing similar projects rather than sector qualification. Further, we would request authority to Accordingly, we would request the Authority to amend the requirements as follows:				
		Team Leader	Full time Regular B.E./ B.Tech and Full time Regular MBA / PGDM / PGDBM	1		Position	Minimum Qualification	No of Personnel	Minimum Work Experience	
						Team Leader	Full time Regular Bachelors' degree and Full time Regular Master's Degree including MBA / PGDM / PGDBM /Urban Planning / Transport Planning and other relevant qualification	1	At least 10 years of experience in Government consulting, Large Project/Program Management having prepared/implemented Vision documents for Government Department/Ministry.	
		Associates	Full time Regular B.E./ B.Tech and Full time Regular MBA /	5	At least 5 years of post higher qualification experience in Government consulting,	Associates	Full time Regular	5	At least 5 years of experience in Government	

#	Clause No., Page no	Existing Clause				Queries				Replies																		
			PGDM / PGDBM		Large Project/Pro gram Manageme nt having prepared/i mplemente d Vision documents for Governme nt Departmen t/Ministry.		Bachelors’ degree and Full time Regular Master’s Degree including MBA / PGDM / PGDBM /Urban Planning / Transport Planning and other relevant qualificati on		consulting, Large Project/Program Management having prepared/implem ented Vision documents for Government Department/Mini stry.																			
31	2.9 Eligible Assignments and Minimum Eligibility Criteria 2.9.4 Documentary evidence to substantiate/s upport Eligible Assignments (4)	(4) The Scoring criteria for evaluation of firms experience & key personnel shall be as follows: Technical Bid Evaluation and Marking System – Total Marks – 100				We would request the Authority to reduce the maximum number of required Eligible Assignments to 3 assignments. Accordingly, we would request following amendments:				Provisions of the RFP Document hold good																		
		<table><tr><th>S.N.</th><th>DESCRIPTION</th><th>BREAKUP OF SCORING SYSTEM</th></tr><tr><td>1</td><td>Firm’s Experience (Max 40 Marks)</td><td></td></tr><tr><td>A</td><td>Eligible Assignment</td><td>1 Eligible Assignment - 10 Marks</td></tr></table>				S.N.	DESCRIPTION	BREAKUP OF SCORING SYSTEM	1		Firm’s Experience (Max 40 Marks)		A	Eligible Assignment	1 Eligible Assignment - 10 Marks	<table><tr><th>S.N.</th><th>DESCRIPTION</th><th>BREAKUP OF SCORING SYSTEM</th></tr><tr><td>1</td><td>Firm’s Experience (Max 40 Marks)</td><td></td></tr><tr><td>A</td><td>Eligible Assignment</td><td>1 Eligible Assignment - 10 Marks</td></tr></table>				S.N.	DESCRIPTION	BREAKUP OF SCORING SYSTEM	1	Firm’s Experience (Max 40 Marks)		A	Eligible Assignment	1 Eligible Assignment - 10 Marks
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	(Page - 26)		2 Eligible Assignments - 15 Marks 3 Eligible Assignments - 20 Marks 4 Eligible Assignments - 25 Marks 5 Eligible Assignments - 30 Marks (Max 30 Marks)		2 Eligible Assignments - 20 Marks 3 Eligible Assignments - 30 Marks (Max 30 Marks)	
		B	Experience of International project related to Feasibility Study, Detailed Project Report, Business Study, Knowledge Partner, transaction advisory in the sector related to Logistics/Inland waterways/Coastal shipping and Ports with a minimum fee of INR 1 crore.	1 Eligible Assignment - 5 Marks 2 Eligible Assignments - 10 Marks (Max 10 Marks)		
32	2.9 Eligible Assignments and Minimum	(4) The Scoring criteria for evaluation of firms experience & key personnel shall be as follows: Technical Bid Evaluation and Marking System – Total Marks – 100		Given that 3 CVs of Team Leader and 17 CVs of Associates (combining Key Personnel and Support Staff) are required to score maximum marks, we request the Authority to		Provisions of the RFP Document hold good

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	Eligibility Criteria 2.9.4 Documentary evidence to substantiate/s upport Eligible Assignments (4) (Page - 26, 27)	<table><tr><td>2</td><td>Team Composition for Core Team (Max 30 Marks)</td><td></td></tr><tr><td>a</td><td>Team Leader (Max 10 Marks)</td><td>No. of completed years of experience in Eligible Assignment – 10 years – 5 Marks 11 years – 6 Marks 12 years – 7 Marks 13 years – 8 Marks 14 years – 9 Marks 15 years and above – 10 Marks</td></tr><tr><td>b</td><td>Associate – 1 (Max 4 Marks)</td><td>No. of completed years of experience in Eligible Assignment – 5 years – 2 Marks 6 years – 3 Marks 7 years – 3 Marks 8 years and above – 4 Marks</td></tr><tr><td>c</td><td>Associate – 2 (Max 4 Marks)</td><td></td></tr><tr><td></td><td>.....</td><td></td></tr></table>	2	Team Composition for Core Team (Max 30 Marks)		a	Team Leader (Max 10 Marks)	No. of completed years of experience in Eligible Assignment – 10 years – 5 Marks 11 years – 6 Marks 12 years – 7 Marks 13 years – 8 Marks 14 years – 9 Marks 15 years and above – 10 Marks	b	Associate – 1 (Max 4 Marks)	No. of completed years of experience in Eligible Assignment – 5 years – 2 Marks 6 years – 3 Marks 7 years – 3 Marks 8 years and above – 4 Marks	c	Associate – 2 (Max 4 Marks)				<p>amend the requirements as below, to ensure identification of the required numbers of experts and support staff. Further, the scoring of assignments is based on the definition of Eligible Assignment, whereas as per Clause 2.7.3 (5) Requirement of Key Personnel as Core Team, it is stated that the experts should have experience in Government consulting, Large Project/Program Management having prepared/ implemented Vision documents for Government Department /Ministry. Accordingly, we request the Authority to revise the requirements as follows:</p> <table><tr><td>2</td><td>Team Composition for Core Team (Max 30 Marks)</td><td></td></tr><tr><td>a</td><td>Team Leader (Max 10 Marks)</td><td>No. of completed years of experience – 10 years and above – 10 Marks</td></tr><tr><td>b</td><td>Associate – 1 (Max 4 Marks)</td><td>No. of completed years of experience – 5 years and above – 4 Marks</td></tr><tr><td>c</td><td>Associate – 2 (Max 4 Marks)</td><td></td></tr><tr><td></td><td>.....</td><td></td></tr></table>	2	Team Composition for Core Team (Max 30 Marks)		a	Team Leader (Max 10 Marks)	No. of completed years of experience – 10 years and above – 10 Marks	b	Associate – 1 (Max 4 Marks)	No. of completed years of experience – 5 years and above – 4 Marks	c	Associate – 2 (Max 4 Marks)				
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b	Associate – 1 (Max 4 Marks)	No. of completed years of experience – 5 years and above – 4 Marks																																
c	Associate – 2 (Max 4 Marks)																																	
																																	
33	2.9 Eligible Assignments	(4) The Scoring criteria for evaluation of firms experience & key personnel shall be as follows:	We understand that s total of 3 Team Leaders and 17 Associates are required for delivery of the assignment. Herein, we believe that the outcomes would be more optimal	Refer Corrigendum – I in this regard.																														

#	Clause No., Page no	Existing Clause	Queries	Replies						
	and Minimum Eligibility Criteria 2.9.4 Documentary evidence to substantiate/s upport Eligible Assignments (4) (Page - 28)	Technical Bid Evaluation and Marking System – Total Marks – 100 <table><tr><td>3</td><td>Support Team (Max 10 Marks) Only those CV will be considered, which satisfy the criteria given in 2.7.3 (4) & 2.7.3 (5). Applicants need to provide details of Support Team as per Form: 3G</td><td>Additional 1 CV of Team Leader – 2.5 Marks Additional 2 CV of Team Leader – 5 Marks Additional 6 CV of Associate – 2.5 Marks Additional 12 CV of Associate – 5 Marks</td></tr></table>	3	Support Team (Max 10 Marks) Only those CV will be considered, which satisfy the criteria given in 2.7.3 (4) & 2.7.3 (5). Applicants need to provide details of Support Team as per Form: 3G	Additional 1 CV of Team Leader – 2.5 Marks Additional 2 CV of Team Leader – 5 Marks Additional 6 CV of Associate – 2.5 Marks Additional 12 CV of Associate – 5 Marks	if limited number of experts are involved. Accordingly, we would request the Authority to reduce the number of positions required and make following amendments: <table><tr><td>3</td><td>Support Team (Max 10 Marks) Only those CV will be considered, which satisfy the criteria given in 2.7.3 (4) & 2.7.3 (5). Applicants need to provide details of Support Team as per Form: 3G</td><td>Additional 1 CV of Team Leader – 5 Marks Additional 5 CV of Associate – 2.5 Marks</td></tr></table>	3	Support Team (Max 10 Marks) Only those CV will be considered, which satisfy the criteria given in 2.7.3 (4) & 2.7.3 (5). Applicants need to provide details of Support Team as per Form: 3G	Additional 1 CV of Team Leader – 5 Marks Additional 5 CV of Associate – 2.5 Marks	
3	Support Team (Max 10 Marks) Only those CV will be considered, which satisfy the criteria given in 2.7.3 (4) & 2.7.3 (5). Applicants need to provide details of Support Team as per Form: 3G	Additional 1 CV of Team Leader – 2.5 Marks Additional 2 CV of Team Leader – 5 Marks Additional 6 CV of Associate – 2.5 Marks Additional 12 CV of Associate – 5 Marks								
3	Support Team (Max 10 Marks) Only those CV will be considered, which satisfy the criteria given in 2.7.3 (4) & 2.7.3 (5). Applicants need to provide details of Support Team as per Form: 3G	Additional 1 CV of Team Leader – 5 Marks Additional 5 CV of Associate – 2.5 Marks								
34.	2.9 Eligible Assignments and Minimum Eligibility Criteria 2.9.4 Documentary evidence to substantiate/s upport Eligible Assignments (4) (Page - 28)	Approach & Methodology (4) The Scoring criteria for evaluation of firms experience & key personnel shall be as follows: Technical Bid Evaluation and Marking System – Total Marks – 100 <table><tr><td>4</td><td>Presentation on Approach & Methodology (Max 20 Marks)</td><td>To be evaluated by Committee</td></tr><tr><td>a</td><td>Understanding of the Terms of Reference (ToR) and Approach Methodology, Work Plan and Staffing Schedule</td><td>Max Marks 20 based on the Presentation.</td></tr></table>	4	Presentation on Approach & Methodology (Max 20 Marks)	To be evaluated by Committee	a	Understanding of the Terms of Reference (ToR) and Approach Methodology, Work Plan and Staffing Schedule	Max Marks 20 based on the Presentation.	We understand that there will be a presentation on Approach and Methodology at a later date (post submission of technical and financial proposal). The same is understood as not required to be submitted as part of the Technical proposal. We request the Authority to clarify the same.	Please refer Note given in Page no. 27 of the issued RFP.
4	Presentation on Approach & Methodology (Max 20 Marks)	To be evaluated by Committee								
a	Understanding of the Terms of Reference (ToR) and Approach Methodology, Work Plan and Staffing Schedule	Max Marks 20 based on the Presentation.								

#	Clause No., Page no	Existing Clause	Queries	Replies
35	Critical Data Sheet (1) Cover -I: Technical Proposal (b) Scanned copy of the following documents (Page 10) Form 3D: Statutory Auditors certificate for Eligible Assignment (Page 45)	Critical Data Sheet Form 3D: Statutory Auditors certificate for Eligible Assignment Note:- a) This form shall be submitted on the letter head of the Statutory Auditor, b) Applicant should provide the details of only those projects which are completed and against which the full fees has been received	As part of the documentary evidence for the Eligible Assignments, both Completion Certificate and Statutory Auditor certificate (with details of projects which are completed and against which the full fees has been received) has to be provided. Since the objective is to provide evidence for completion of the Eligible Assignments, we request the Authority to create this as two options. Accordingly, the clauses can be revised as follows: (iv) Documentary evidence in support of Eligible Assignments as per Clause 2.9.4 is Completion Certificate issued by the Client for the Eligible Assignment OR Format of Statutory Auditors certificate for Eligible Assignment as per Form 3D	Refer Corrigendum – I in this regard.
36	2.16 Data Sheet 2.16.7 (Page 33) 5.3 Terms of Engagement (1) (Page 63)	2.16 Data Sheet 2.16.7 Duration of assignment shall be for a period of 120 days from the date of commencement of service as prescribed in General Conditions of Contract. 5.2 Terms of Engagement (1) The contract period will be for 2 years, extendable to maximum period of another 2 years on the same terms and conditions at the sole discretion of MoPSW	Clause 2.16.7 states that the duration of the assignment will be 120 days. At the same time, Clause 5.2 (1) mentions that the contract period will be for 2 years. We understand that the assignment Is for 2 years and accordingly, request the Authority to clarify the same.	Refer Corrigendum – I in this regard.
37	2.6 Applicants 2.6.2 (Page - 17)	An Applicant may be a Natural person, partnership firm, LLP, private entity or government-owned entity and should submit the proposal in accordance with the terms of this RFP. Applicant can apply only on sole basis and should be registered in India; consortium is not allowed	Since the requirement is for 6 Key Experts and 12 Experts as Support Team, we would request Authority to allow for consortium. This would enable Bidders to get on board the experts with best expertise in the domain.	Provisions of the RFP Document hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
38	Clause 2.7.3 (5) Page 20 of 85	Minimum qualification of Team Leader: Full time Regular B.E. / B.Tech and Full time Regular MBA / PGDM / PGDBM	Request to amend the clause as follows: Full time Regular B.E. / B.Tech / MCA and Full time Regular BA / PGDM / PGDBM	Provisions of the RFP Document hold good
39	Clause 2.7.3 (5) Page 20 of 85	Minimum Work Experience of Team Leader: At least 10 years of post higher qualification experience in Government consulting, Large Project / Program Management having prepared / implemented Vision documents for Government Department / Ministry.	Request to amend the clause as follows: At least 10 years of post higher qualification experience in Large Project / Program Management/Technology delivery for Government Department / Ministry / PSU Projects in Transport Sector, having led at least 2 projects in Ports and Maritime sector.	Provisions of the RFP Document hold good
40	Clause 2.7.3 (5) Page 20 of 85	Minimum qualification of Associates: Full time Regular B.E. / B.Tech and Full time Regular MBA / PGDM / PGDBM	Request to amend the clause as follows: Full time Regular B.E. / B.Tech / MCA and Full time Regular MBA / PGDM / PGDBM	Provisions of the RFP Document hold good
41	Clause 2.7.3 (5) Page 20 of 85	Minimum Work Experience of Associates: At least 5 years of post higher qualification experience in Government consulting, Large Project / Program Management having prepared / implemented Vision documents for Government Department/Ministry.	Request to amend the clause as follows: At least 5 years of post higher qualification experience in Government consulting, Large Project / Program Management for Government Department / Ministry in Ports / Shipping / Waterways / Aviation / Transport	Provisions of the RFP Document hold good
42	Clause 2.16.5 Page 33 of 85	The RFP Processing Fee for this RFP is Rs. 11800/- (Rupees Eleven Thousand Eight Hundred) and the Bid Security for this RFP is Rs. 5,00,000/- (Rupee five lakh only).	In the details published on the website, Form Fee is given as Rs. 11,800 and Processing Fee is Rs. 2950. Request to kindly confirm the actual RFP Processing Fee and the Form Fee.	Provisions of the RFP Document hold good
43	Clause 2.16.7 Page 33 of 85 Clause 5.2 Page 63 of 85	Duration of assignment shall be for a period of 120 days from the date of commencement of service as prescribed in General Conditions of Contract. The contract period will be for 2 years, extendable to maximum period of another 2 years on the same terms and conditions at the sole discretion of MoPSW.	It is mentioned on page 33 that the duration of the assignment would be for 120 days; however, on page 63 it is mentioned that the contract period would be for 2 years, with a provision for an extension for another 2 years, if applicable. Request to kindly clarify the exact duration of assignment/contract period.	Refer Corrigendum – I in this regard.
44	Clause 2.17.4 (4) Page 36 of 85	In case of Bank Guarantee, scanned copy of BG should be uploaded along with bid.	Is Bank Guarantee applicable for this tender and should be submitted along with the EMD fees, Form Fee, and Processing Fee before bid submission? Request to kindly confirm.	Provisions of the RFP Document hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
45	Form 3I. Page 51 of 85	Curriculum Vitae (CV) for Proposed Staff (with one page of summary of experience)	Should detailed CV of support staff also be provided as per the format given in Form 3I? Request to kindly clarify.	Detailed CV of support staff as per form 3I is not required.
46	Form 3I. Page 52 of 85	Note: The Applicant may attach copy of certificates supporting documents in respect of educational qualification (i.e., B.E. / B.Tech & MBA / PGDM / PGDBM) along with Professional Experience to be submitted. Any bid submitted without these supporting documents will not be considered for evaluation.	Should supporting documents in respect of educational qualification for support staff also be provided? Request to kindly allow self-declaration from the Authorized Signatory of the bidder on the authenticity of the information provided pertaining to the education qualification for support staff.	Provisions of the RFP Document hold good
47	Form 3I. Page 52 of 85	Note: The Applicant may attach copy of certificates supporting documents in respect of educational qualification (i.e., B.E. / B.Tech & MBA / PGDM / PGDBM) along with Professional Experience to be submitted. Any bid submitted without these supporting documents will not be considered for evaluation.	Should supporting documents in respect of Professional Experience of support staff also be provided? Request to kindly allow self-declaration from the Authorized Signatory of the bidder on the authenticity of the information provided pertaining to the Professional Experience of the support staff.	Provisions of the RFP Document hold good
48	Form 3I. Page 52 of 85	Note: The Applicant may attach copy of certificates supporting documents in respect of educational qualification (i.e., B.E. / B.Tech & MBA / PGDM / PGDBM) along with Professional Experience to be submitted. Any bid submitted without these supporting documents will not be considered for evaluation.	What supporting documents should be submitted with respect to Professional Experience of an Applicant? Request to kindly clarify.	Provisions of the RFP Document hold good
49	Clause 5.1 (3) Page 63 of 85	Coordinate with various departments, ministries, state maritime boards, International agencies, private bodies, and other relevant stakeholders to ensure implementation of abovementioned Initiatives.	1. It is being expected that SDCL would assist the bidder to identify the appropriate stakeholders 2. It is being expected that SDCL would provide contact details of the concerned stakeholders to the bidder 3. It is further being expected that SDCL would provide a letter of authorization to the bidder to coordinate with the mentioned stakeholders. 4. It is also being expected that the concerned stakeholders would be made aware by SDCL to cooperate in the implementation of the abovementioned initiatives. Request to kindly acknowledge the above.	Provisions of the RFP Document hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
50	Clause 5.1 (4) Page 63 of 85	Provide assistance to the Implementing Agencies in implementation of abovementioned Initiatives	<p>1. It is being expected the SDCL would identify the Implementing Agencies whom the bidder would assist in implementation of the abovementioned initiatives.</p> <p>2. It is also being expected that the extent of assistance to the Implementing Agencies be properly defined and documented by SDCL to avoid any impending conflicts, which should be agreed upon by both the Implementing Agencies and the bidder.</p> <p>3. It is further being expected that SDCL would provide the contact details of the SPOC from each Implementing Agency with whom the bidder would coordinate on a regular basis.</p> <p>Request to kindly acknowledge the above.</p>	Provisions of the RFP Document hold good
51	Clause 5.1 (6) Page 63 of 85	Maintain a dynamic digital dashboard/app for the MoPSW officials to track the updated status of above-mentioned initiatives. The dashboard should reflect key indicators/parameters e.g., Overall status, monthly capital expenditure, Physical Progress, Milestones, Projects / Initiatives having issues, etc.	<p>1. Would the bidder need to maintain an already existing dynamic digital dashboard/app or would have to build a new one afresh?</p> <p>2. In case the bidder needs to build the dynamic digital dashboard / app afresh, what would be the timelines by when the abovementioned dashboard would be made ready for use? Timelines for delivery of the dashboard is requested.</p> <p>3. Does SDCL have any specific tool in mind for on which the dashboard needs to be built, i.e., PowerBI, Tableau, using tools such as PHP, Java-based tool, etc.? The bidder would need to factor time and effort accordingly.</p> <p>4. Does SDCL would like the bidder the capture related photographs, videos, etc. and present the same using the dashboard? The bidder would need to factor time and effort accordingly.</p> <p>5. Would SDCL like to maintain the said dashboard themselves after the contract period with the bidder is over? If yes, then SDCL may have to procure the developer license for the same, if any, at their own cost once the contract period with the bidder is completed.</p>	Provisions of the RFP Document hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
			Request to kindly clarify.	
52	Clause 5.2 (3) Page 63 of 85	Consultant shall work as per the working calendar of MoPSW. All the Key Personnel will be entitled to casual leaves over the Assignment duration prorated at 3 leaves per Quarter, any leaves beyond this will lead to proportionate reduction on the payment for the concerned Key Personnel.	<p>1. It is being understood that the published holiday schedule of MOPSW would be applicable to the bidder.</p> <p>2. It is also being understood that the working hours per day would be the standard 8 hours per day.</p> <p>3. It is further being considered that 5 days a week would be applicable to the bidder, except in cases of published holiday on a weekday, or the bidder team member has opted for a casual leave.</p> <p>4. It is also requested to consider the situation when a bidder team member becomes incapable to attend office due to illness.</p> <p>Request to kindly acknowledge the above.</p>	Provisions of the RFP Document hold good
53	Clause 5.2 (8) Page 64 of 85	Consultant shall arrange for primary round of interaction of team with MoPSW officials before deployment and deploy the team basis approval from MoPSW.	<p>Would the interaction between the MoPSW officials and the bidder team be conducted remotely or physically?</p> <p>Request to kindly clarify.</p>	Provisions of the RFP Document hold good
54	Clause 5.4 Page 64	Payment to the consultant will be made by SDCL after satisfactory completion of various deliverables.	<p>It is expected that all invoices raised by the bidder as per the Timelines and Payment Terms given in Clause 5.3 along with all proper and required supporting documents would be cleared within 30 days of submission of the invoices.</p> <p>Request to kindly acknowledge.</p>	Provisions of the RFP Document hold good
55	Clause 5.1 Page 63	<p>Point 2: (2) Review and Monitor implementation status of various initiatives/Action Plans including, but not limited to the above-mentioned initiatives</p> <p>Point 10.</p> <p>Maintain and submit a Weekly Tracker of all the Activities/Meetings and overall progress of above-mentioned initiatives</p>	<p>Would the monitoring to be done digitally</p> <p>Request to kindly clarify.</p>	Provisions of the RFP Document hold good
56	Clause 2.9.4 Page 27	Support Team (Max 10 Marks)	<p>Support team would be deployed as and when required during the project.</p> <p>Support team profiles should not be evaluated.</p>	Refer Corrigendum – I in this regard.

#	Clause No., Page no	Existing Clause	Queries	Replies
			10 marks for Support Team should be added and total marks should be 40 Team Composition for Core Team (Max 40 Marks)	
57	Clause 1.3 Selection Process	Quality and Cost Based Selection (QCBS) process with 70% weightage to technical proposal and 30% to financial proposal	Weightage should be Technical (80%) and Financial (20%)	Provisions of the RFP Document hold good
58	Clause 2.7.3 (4)/ Page No. 20 The Key Personnel	Team Leader - Minimum Qualification Full time Regular B.E./ B.Tech and Full time Regular MBA / PGDM / PGDBM Associates - Minimum Qualification Full time Regular B.E./ B.Tech and Full time Regular MBA / PGDM / PGDBM	For both Team Leader and Associates minimum qualification required is Full time Regular B.E./ B.Tech and Full time Regular MBA / PGDM / PGDBM. The tender should also include Economist, Commerce Graduates, Public Policy and Chartered Accounts as well. Restricting the qualification to only Engineers who are also MBAs is partisan to commerce stream background with MBA or CA or with Economics or with Public Policy. Team Leaders work experience should be atleast 20 years and Associates should have 10 years of experience but not with preparation of vision document for the Government Department/Ministry	Provisions of the RFP Document hold good
59	Clause 2.9.4/ Page No 26 - 27 experience but not Firms experience - Eligible assignments	Eligible Assignment 1 Eligible Assignment - 10 Marks; 2 Eligible Assignments - 15 Marks; 3 Eligible Assignments - 20 Marks; 4 Eligible Assignments - 25 Marks; 5 Eligible Assignments - 30 Marks(Max 30 Marks) Experience of International project related to Feasibility Study, Detailed Project Report, Business Study, Knowledge Partner, transaction advisory in the sector related to Logistics/Inland waterways/Coastal shipping and Ports with a minimum fee of INR 1 crore. 1 Eligible Assignment - 5 Marks; 2 Eligible Assignments - 10 Marks (Max 10 Marks)	Breakup of Scoring System The number of eligible assignments should be only restricted to two or three with full marks given on achieving the number.	Refer Corrigendum – I in this regard.

#	Clause No., Page no	Existing Clause	Queries	Replies
60	Clause 2.9.4/ Page No 26 Team Composition for Core Team	Team Leader (Max 10 Marks) No. of completed years of experience in Eligible Assignment – 10 years – 5 Marks; 11 years – 6 Marks; 12 years – 7 Marks; 13 years – 8 Marks; 14 years – 9 Marks; 15 years and above – 10 Marks Associate – 1,2,3,4,5 (Max 4 Marks) No. of completed years of experience in Eligible Assignment – 5 years – 2 Marks; 6 years – 3 Marks; 7 years – 3 Marks; 8 years and above – 4 Marks	Breakup of Scoring System 5 marks should be awarded for 10 - 14 years of experience and 10 marks shall be awarded for experience of 15 years and above.	Provisions of the RFP Document hold good
61	Clause 2.9/ Page No. 27 Support Team	Only those CV will be considered, which satisfy the criteria given in 2.7.3 (4) & 2.7.3. Applicants need to provide details of Support Team as per Form: 3G Additional 1 CV of Team Leader – 2.5 Marks; Additional 2 CV of Team Leader – 5 Marks; Additional 6 CV of Associate – 2.5 Marks; Additional 12 CV of Associate – 5 Marks	Breakup of Scoring System There should be no marks given to Support Team.	Refer Corrigendum – I in this regard.
62	Clause 5.1/ Page No. 63 Scope of Work/ ToR	Clause 5.1/ Page No. 63 Scope of Work/ ToR	The broad scope of work is given in the tender document. However it is very brief and from the scope, it is not feasible to convert this into an appropriate manpower allocation i.e how many people with what kind of educational background will be required. The project is primarily an economic vision creation project. So it is required that each of the bullet items of scope of work is elaborated and what economic financial project development/monitoring inputs are required.	Provisions of the RFP Document hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
63	Clause 2.7.3 (4)/ Page No. 20 The Key Personnel	Team Leader - Minimum Qualification Full time Regular B.E./ B.Tech and Full time Regular MBA / PGDM / PGDBM Associates - Minimum Qualification Full time Regular B.E./ B.Tech and Full time Regular MBA / PGDM / PGDBM	For both Team Leader and Associates minimum qualification required is Full time Regular B.E./ B.Tech and Full time Regular MBA / PGDM / PGDBM. The tender should also include Economist, Commerce Graduates, Public Policy and Chartered Accounts as well. Restricting the qualification to only Engineers who are also MBAs is partisan to commerce stream background with MBA or CA or with Economics or with Public Policy. Team Leaders work experience should be atleast 20 years and Associates should have 10 years of experience but not with preparation of vision document for the Government Department/Ministry	Provisions of the RFP Document hold good
64	Clause 5.3/ Page No. 64 Timelines and Payment Terms	After 6 months of Mobilization of entire team at MoPSW and satisfactory performance - 25% (T+6 months) After 12 months of Mobilization of entire team at MoPSW and satisfactory performance - 25% (T+12 months) After 18 months of Mobilization of entire team at MoPSW and satisfactory performance - 25% (T+18 months) After 24 months of Mobilization of entire team at MoPSW and satisfactory performance - 25% (T+24 months)	All the payments should be made on monthly basis.	Refer Corrigendum – I in this regard.
65	Clause 2.7.3 (5), Page 20	Qualification of Associates - Full time Regular B.E./ B.Tech and Full time regular MBA/ PDGBM/ PGDM	Request the criteria for associates to be revised to any graduate. The associates, specializing in various areas bring in greater value while not necessarily being from an engineering background.	Provisions of the RFP Document hold good
66	Clause 2.7.3 (5), Page 20	Qualification of Associates - At least 5 years of post higher qualification experience	The qualifying experience to not be constrained by it being post attaining higher qualification (i.e. MBA/PGDM/PGDBM). Associates with extensive experience of having delivered in desired areas shall be restrained from contributing following this clause. We	Provisions of the RFP Document hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
			request revising the experience requirement from graduation onwards towards participation eligibility.	
67	Clause 5.3, Page 64	Timelines & Payment Terms- The existing payment terms are set at a regular time gap of 6 months i.e. at T+6, T+12, T+18 and T+24	We request the client to modify the payment terms bi-annual (every 6 months) to quarterly basis. This will help the consultant in managing the cash flows	Refer Corrigendum – I in this regard.
68	Clause 2.9.2, Page 25	Minimum Technical Capacity- The existing clause requires to mention only those projects that are completed	We request the client to kindly allow ongoing assignments as well towards minimum technical criteria. This is requested since PMU based assignments are long term assignments with tenures of more than 1 year.	Provisions of the RFP Document hold good
69	Clause 5.2, Page 63-64	The existing clause allows 3 leaves per quarter	We request the client to kindly delete this clause as there are circumstances which are beyond the control of consultant.	Provisions of the RFP Document hold good
70	Clause 2.9.4, (S. no. 3 of the Table), Page 27	Additional CVs (ranging from 1-2 for team leader and 6-12 for associate) of the support team have been sought in the RFP document.	We request the client to delete this clause and instead put a clause to obtain additional CV(s) from the bidder upon dissatisfaction from any of the existing CV(s)	Refer Corrigendum – I in this regard.
71	Clause 5.1 (2), (3), (4), Page 63	S. No. 2,3 and 4 of the table mentions the Scope of work which includes review, monitoring, coordination with various departments and providing assistance to implementing agencies by the bidder	We request the client to provide clarity on the role, responsibility and the nature of assistance expected from the consultant	Provisions of the RFP Document hold good
72	Clause 5.1 (5), Page 63	Sr. No. 5 of the table mentions collection of periodic data	We request the client to provide clarity on the means and methods of the data collection that are being expected from the consultant	Provisions of the RFP Document hold good
73	Clause 2.8.1/b/V, Page 23	Format of Statutory Auditors certificate for Eligible Assignment as per Form 3D	While auditor's certificate can be furnished for the domestic assignments, we assume that there is no requirement for the same for international assignment, where we shall furnish the completion certificate from the client	Refer Corrigendum – I in this regard.
74	Clause 5.1 (6), Page 63	Sr. No. 6 of the table mentions "Maintain a dynamic digital dashboard/app for the MoPSW officials"	We request the client to provide clarity if consultant is required to build the dashboard? If yes, then what will be functional requirements and data sources etc. of the dashboard?	Provisions of the RFP Document hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
75	Clause 5.1 (8), Page 63	Sr. No. 8 of the table mentions "Conduct periodic meetings involving various stakeholders"	We would like to mention that the consultant would only be able to provide support to the client in such meetings. We request the client to provide clarity if any other role(s) are expected here from the consultant	Provisions of the RFP Document hold good
76	Cl 6.5.7 (ii), Page 82	Limitation of Liability	We request the client to not make the limitation of liability subject to receivables under the insurance proceeds. Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. The insurance clause makes the 1X liability ineffective as it increases to multiple times of TCV.	Provisions of the RFP Document hold good
77	No clause in RFP. Please include in pre-bid.	Confidentiality Obligations	We request the client to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For e.g., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: "Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."	No additional clause
78	No clause in RFP. Please include in pre-bid.	Confidentiality Obligations	We request the client to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information.	No additional clause

#	Clause No., Page no	Existing Clause	Queries	Replies
			Client is therefore requested to kindly include the following clause: "Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need-to-know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."	
79	Clause 6.5.3, Page 75	Confidentiality Obligations	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	Provisions of the RFP Document hold good
80	Clause 6.13.2, Page 79	Indemnity	There are several remedies available under law and contract for the client for such breach of obligations. For e.g., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to the client. We understand that remedies other than indemnity will be sufficient for such breaches. We request the client to kindly delete this section. If the client still needs to retain this section, then we request to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.	Provisions of the RFP Document hold good
81	No clause in RFP. Please include in pre-bid.	Indemnity	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. We request the client to make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.	No additional clause
82	No clause in RFP. Please include in pre-bid.	Indemnity	We request the client to include the following: The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall,	No additional clause



#	Clause No., Page no	Existing Clause	Queries	Replies
			<p>at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in</p>	

#	Clause No., Page no	Existing Clause	Queries	Replies
			full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).	
83	Clause 2.6.3, Page 17; Clause 6.5.2, Page 75	Conflict of interest	We wish to highlight to the client that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We would like to mention that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	Provisions of the RFP Document hold good
84	Clause 6.11, Page 78	Replacement of Personnel	There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, we request the client to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.	Provisions of the RFP Document hold good
85	Clause 2.4a, Page 16	IPR	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause.	Provisions of the RFP Document hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
			This is also the standard mentioned by Meity in its guidelines. "Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid-up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."	
86	Clause 6.4.3, Page 74	Survival obligations	We request the client that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	Provisions of the RFP Document hold good
87	Point 5 of Form 3-A, Page 39	Non-performance	We request the client to modify the undertaking to the effect that any such termination should have been approved/upheld by any court decree or arbitral award against the bidder to such effect. Further for performance, we confirm there is no instance of any contract having been terminated on account of any determined non-performance of contract. Our undertaking shall be subject to the aforesaid clarifications. Please confirm.	Provisions of the RFP Document hold good
88	Point 11 of Form 3-A, Page 40	Pending investigation by regulatory authority/criminal conviction against the Company/directors/partners	We request the client that the bidder should be allowed to declare that there are no pending criminal investigations/proceedings by a regulatory authority against bidder or its current Board of Directors, as on the date of submission of this bid in their profession capacity in any Court of Law regarding execution of any professional project/work executed/being executed by bidder.	Provisions of the RFP Document hold good
89	No clause in RFP. Please	No third-party disclaimer	We will be providing services and deliverables to the client under the contract. We accept no liability to anyone, other	No additional clause



#	Clause No., Page no	Existing Clause	Queries	Replies
	include in pre-bid.		than client, in connection with our services, unless otherwise agreed by us in writing. We request the client to agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	
90	No clause in RFP. Please include in pre-bid.	Acceptance	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that the client incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. Client may consider including the below simple clause: "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."	No additional clause
91	Staffing	Deployment of Resources	If there are any circumstances that reasonably restricts travel or physical presence of our personnel at client office / location, then without prejudice to your payment obligations, client shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.	No additional clause



#	Clause No., Page no	Existing Clause	Queries	Replies
92	Cl 2.92, Page No.25	Minimum Technical Capacity	We request the authority to consider completed Consultancy services such as Feasibility study, DPR under clause (1) of 2.9.2- Minimum Technical Capacity.	Refer Corrigendum – I in this regard.
93	Cl 2.6.2, Page.No.17	JV / Consortium	We note that the Minimum Technical Capacity requires both technical and management/transaction advisory experience, hence we request the authority to allow JV/Consortium.	Provisions of the RFP Document hold good
94	Cl 5.3 of Page No.64	Payment Terms	In order to maintain ideal cash flow, we request the authority to consider monthly payments.	Refer Corrigendum – I in this regard.
95	Cl .2.9.4, Page No.27	Support Team	For technical evaluation, we request the authority not to consider the CVs of support team.	Refer Corrigendum – I in this regard.