



RFP for Appointment of Consultant for assisting Implementation of Initiatives under Holistic Development of Coastal Districts

Minutes of Pre-Proposal Meeting

The Pre-proposal meeting was held on 06th April 2023 at 3:00 PM. 10 Consultancy firms namely Deloitte, EY, PwC, Black Brix, Crisil, Grant Thornton, Antea Group, Ascella, Capital Fortunes, Voyants Solutions attended the meeting. The queries raised and our corresponding replies are as under. Applicants are requested to refer the Replies and corrigendum in detail before submitting their Proposal.

#	Clause No., Page no	Existing Clause	Queries	Replies
DELOITTE				
1.	Clause 5.1 Page: 61 Scope of Work	“Project Appraisal • Participate in day-to-day review and appraisal of projects at concept, Pre-feasibility, and DPR preparation stages. • Advice and propose strategies to enhance the effective functioning of projects in consultation with the stakeholders.....”	It is submitted that appraisal of 567 projects shall involve reviewing and validating the DPRs covering aspects like project’s technical configuration and design, financial and economic viability. Given the vast range of project types even within four identified focus areas, and desired qualifications of the 16-member team, it would be impossible to review the project design or undertake viability assessment or other metrics for project appraisal. In this context, it is our understanding that consultant shall not be responsible for undertaking any pre-feasibility assessment or technical review & assessment or technical design or feasibility assessment or DPR preparation and responsibility for the same shall solely lie with the project proponent/implementing agency or their consultant. Kindly confirm. In case yes, we understand that consultant team’s scope shall be limited to identifying relevant metrics for project appraisal as per applicable guidelines by various agencies (Network Planning Group etc), preparing template for project appraisal to be filled by DPR agencies or project proponent, reviewing the submitted templates for completeness and leveraging the information therein to prepare briefing notes as well as forms as prescribed by various agencies. Consultant team shall not be responsible for developing any primary information or analysis for underlying project and shall solely rely on submitted PRE-FS/FS/DPR by implementing agency for such information. Kindly confirm.	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
2.	Clause 5.1 Page: 61 Scope of Work	“Policy Support Assist in developing required regulation and policy to address gaps in the existing legislations and policy frameworks including relevant guidance document to support implementation, enforcement and monitoring of compliance with the regulation and policy.....”	Given the consultant team does not include any legal expertise, any legal or quasi legal regulatory aspects shall be outside the scope of the consultant team. Kindly confirm.	Provisions of RFP hold good
3.	Clause 5.1 Page: 61 Scope of Work	“Financial Management <ul style="list-style-type: none"> Assist implementing agencies in project phasing plan, preparation of RFP, preparing invitation of bids, advertising procedures, bidding documents and bidding period. Assist the Ministry in appraisal of the project proposals 	Given the consultant team does not include any legal expertise, drafting any legal or quasi legal regulatory documentation like EPC contract or PPP Concession agreement shall be outside the scope of the consultant team. Kindly confirm. Further, we understand that the respective authorities will provide or engage technical consultants for project design, technical specifications, drawings, cost estimates and other technical assessments of individual projects and the same shall be provided to the consultant for preparation of bidding documents. Please confirm. Further, consultant team shall not be responsible for monitoring or validating the financial management progress. Consultant team shall rely solely on information sourced from implementing agency. Kindly confirm. Lastly, towards appraisal of this project, consultant team shall be only responsible for identifying relevant metrics for project appraisal (excluding project appraisal pertaining to Technical / Design elements) as per applicable guidelines and requirements of MoPSW and other stakeholders, preparing template for project appraisal to be filled by implementing agencies, reviewing the submitted templates for completeness and flagging any delays or potential risks to MoPSW and other stakeholders. Kindly confirm.	Provisions of RFP hold good
4.	Clause 5.1 Page: 61 Scope of Work	“Project Monitoring & Implementation <ul style="list-style-type: none"> Preparation of roadmaps and detailed implementation plan by providing requisite information from various sources. Preparation of Implementation Plan having Quarterly Milestones with stakeholder mapping defined for each Action Identified in the Overall Action Plan. Provide for an easy-to-use report and portal updation for monitoring progress at the highest levels, identify inter- 	It is our understanding that consultant team shall use open source tools like MS office to develop such implementation roadmap. Further, developing any IT enabled tool or Dashboard shall be outside the scope.. We understand that the Portal is already available with the Ministry/ Authority and is managed/ updated/ maintained by software vendor. We shall support in providing inputs for functional enhancements in the portal. Kindly confirm.	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
		<p>departmental dependencies, and serve as a decision-support tool for the Ministry;</p> <ul style="list-style-type: none"> • Compile the Status Report for key interventions/activities/projects. • Coordinate with various departments, ministries, state maritime boards, International agencies, private bodies and other relevant stakeholders to ensure implementation of above-mentioned initiative • Provide assistance to the Implementing Agencies in implementation of above-mentioned Initiative • Collect periodic data pertaining to implementation status; Assistance in furnishing periodic progress reports on the development of the projects; Assistance in preparing event report at every stage, an ex-post activity chart with complete breakdown of activities, the originally expected dates, and actual dates along with the flow of fund requirements as specified in DPR. • Prepare necessary documents viz. reports, presentations, etc. related to Implementation Status, as required by ministry officials. • Create and maintain comprehensive project documentation, develop requisite presentations and spreadsheets. • Organizing and attending meetings with the stake holders and drafting minutes of the meeting. • Maintain and submit a Weekly Tracker of all the Activities/Meetings and overall progress of above mentioned initiatives” 		
5.	Clause No.: 2.16.7 Page: 31 Clause: NA	Duration of assignment shall be for a period of 3 years from the date of commencement of service as prescribed in General Conditions of Contract. Same is extendable to maximum period of another 3 years on the same terms and conditions at the sole discretion of MoPSW and without any revision of fees.	It is submitted that providing no revision for a contract of 6 years duration is not aligned with expected actual increase in consultant’s cost of resources. Further, similar Technical assistance or PMU contracts by other ministries (like Ministry of Civil Aviation, Ministry of Railways etc) have also provided suitable year on year revision to account for inflation as well as periodic appraisal of resources. Accordingly, we request the Authority to modify the following clause as follows:	Refer Corrigendum -1



#	Clause No., Page no	Existing Clause	Queries	Replies
			Duration of assignment shall be for a period of 3 years from the date of commencement of service as prescribed in General Conditions of Contract. Same is extendable to maximum period of another 3 years on the same terms and conditions at the sole discretion of MoPSW and with 10% year-on-year indexation of fees.	
6.	Clause 5.2, Page: 61 of 83 Terms of engagement	2) One Team Leader and two Associates will be stationed at Ministry of Ports, Shipping and Waterways, New Delhi. Analysts (13 nos.) shall be posted at Coastal States/ Union Territories and will have a base location/ work from office of State Maritime Boards or Major Ports, as decided by the Ministry based on availability of requisite infrastructure.	It is submitted that given the large pipeline of 567 projects, having one consultant per coastal state/UT may not result in equitable distribution of workload. Some states may have much larger share of project pipeline among all states/UT. In order to better deliver the prescribed the scope of work, it is suggested that a 2-3 member team per cluster of coastal states/UT be allowed to enable better management of resource bandwidth as well as resources themselves which may not effectively undertaken from project management team based in Delhi. In this context, it is suggested that the consultant team be restructured into: “One Team Leader and two Associates will be stationed at Ministry of Ports, Shipping and Waterways, New Delhi. 4 cluster teams comprising 2-3 Analysts (13 nos. total) , each headed by one Associate (4 nos total) covering particular cluster of states/UT shall be posted at 4 locations across Coastal States/ Union Territories and will have a base location/ work from office of State Maritime Boards or Major Ports, as decided by the Ministry based on availability of requisite infrastructure.”	Provisions of RFP hold good
7.	Clause 5.2, Page: 61 of 83 Terms of engagement	3) Consultant shall work as per the working calendar of MoPSW/ Regional offices. 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.	It is submitted that as per standard norms prescribed by Government of India for such contracts (For eg. NICSI), atleast 1.5 days per month leave is allowed to resources. Further, 3 leaves per quarter is much lower than applicable norms of 2 leaves per month in private consulting firm. Accordingly, it is requested that leaves per quarter be enhanced to atleast 6 per quarter.	Provisions of RFP hold good
8.	Clause 5.2, Page: 61 of	(9) Non-performing team members shall be replaced within 1 week of receiving notice from MoPSW.	It is earnestly submitted that standard terms of replacement for team members as per similar contacts is atleast one month. Further, this much time shall also be required to identify the	Refer Corrigendum -1



#	Clause No., Page no	Existing Clause	Queries	Replies			
	83 Terms of engagement		right replacement resource with desired capability and willingness to relocate in the desired geography. Accordingly, it is requested that the clause may be changed to: “(9) Non-performing team members shall be replaced within 1 month of receiving notice from MoPSW.”				
9.	Clause 5.2, Page: 61 of 83 Terms of engagement	(10) There shall not be any reimbursement towards Out-of-Pocket Expenses (OPEs)/any other additional expenses incurred by the Consultant	It is submitted that the consultant team may be required to undertake travel to project locations within states based on requirements of the states/UT and their project implementing agencies. The potential bidders are in no position to estimate and quantify the need for such travel during entire contract period. Accordingly, such travel with prior approval from implementing agency be reimbursed on actuals and the clause be changed to: “(10) Any Out-of-Pocket Expenses (OPEs)/any other additional expenses incurred by the Consultant shall be reimbursed on actuals subject to condition that such expense is on specific request of and pre-approved by MoPSW or concerned state / UT agency only.”	Provisions of RFP hold good.			
10.	Clause 5.3 and 5.4 Page: 61/62 Payments terms	“...Payment terms shall be monthly after Mobilization of entire team at MoPSW and satisfactory performance.Payment to the consultant will be made by SDCL after satisfactory completion of various deliverables and approval from MoPSW	It is submitted that given the nature of scope of work, any payment linked with milestone or deliverable may be untenable for reasons outside the control of consultant team. For example, in case of delays in project implementation by implementing agency for reasons outside the control of consultant team, it shall bring such potential delays to the notice of MoPSW and other agencies well in advance. However, the deliverable delivery may be delayed because of dependency on implementing agency. Accordingly it is requested that the payment terms be restructured to monthly payments. In any case, MoPSW shall be reviewing the work of consultants every week and payments may be made subject to such review. In this context, it is requested that payment terms be changed to monthly basis which is commensurate with consultant’s own project cash flows.	Provisions of RFP hold good			
11.	Clause No.: (5)	Position	Minimum Qualification	No of Personnel	Work Experience	We request the Authority to broaden the scope of undergraduate and postgraduate qualifications for the expert as the proposed degrees will be equally suitable for the required	Team Leader holding Bachelors degree in B.Sc or

#	Clause No., Page no	Existing Clause				Queries				Replies								
	Page: 19 Clause: Requirement of Key Personnel as Core Team	Team Leader	Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com and Full time Regular MBA / PGDM / PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arch	1	Atleast 10 years of experience in Government consulting. 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	<p>expert. Further, we request the Authority to broaden the nature of work done by the expert in line with the competencies required for execution of this assignment.</p> <p>We request the Authority to modify the following clause as follows:</p> <table border="1"> <thead> <tr> <th>Position</th> <th>Minimum Qualification</th> <th>No of Personnel</th> <th>Work Experience</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td>Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com/ B.Sc/ BBA and Full time Regular MBA / PGDM / PGDBM/ CA/ M.Plan / (Urban Planning / Transport Planning) / M.Arch/ M.Tech / M.Sc</td> <td>1</td> <td>Atleast 10 years of experience in Government consulting. Undertaken a project focused on Project Management Consultancy/Transaction Advisory/ Project Management Unit/ Business Planning & Strategies / Commercial Feasibility Assessment / Financial Feasibility Assessment / Financial Feasibility Assessment in the sector related to Logistics/ Inland Waterways/ Coastal Shipping and Ports and other related Transport Sectors (Railways, Metros, Aviation, etc.)</td> </tr> </tbody> </table>				Position	Minimum Qualification	No of Personnel	Work Experience	Team Leader	Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com/ B.Sc/ BBA and Full time Regular MBA / PGDM / PGDBM/ CA/ M.Plan / (Urban Planning / Transport Planning) / M.Arch/ M.Tech / M.Sc	1	Atleast 10 years of experience in Government consulting. Undertaken a project focused on Project Management Consultancy/Transaction Advisory/ Project Management Unit/ Business Planning & Strategies / Commercial Feasibility Assessment / Financial Feasibility Assessment / Financial Feasibility Assessment in the sector related to Logistics/ Inland Waterways/ Coastal Shipping and Ports and other related Transport Sectors (Railways, Metros, Aviation, etc.)	<p>BBA will be considered eligible.</p> <p>However, Masters degree in MSc or MTech will not be considered eligible.</p> <p>Also, his work experience in Business Planning & Strategies / Commercial Feasibility Assessment / Financial Feasibility Assessment in the sector related to Logistics/ Inland Waterways/ Coastal Shipping and Ports will be considered</p> <p>Refer Corrigendum-1</p>
Position	Minimum Qualification	No of Personnel	Work Experience															
Team Leader	Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com/ B.Sc/ BBA and Full time Regular MBA / PGDM / PGDBM/ CA/ M.Plan / (Urban Planning / Transport Planning) / M.Arch/ M.Tech / M.Sc	1	Atleast 10 years of experience in Government consulting. Undertaken a project focused on Project Management Consultancy/Transaction Advisory/ Project Management Unit/ Business Planning & Strategies / Commercial Feasibility Assessment / Financial Feasibility Assessment / Financial Feasibility Assessment in the sector related to Logistics/ Inland Waterways/ Coastal Shipping and Ports and other related Transport Sectors (Railways, Metros, Aviation, etc.)															
12.	Clause No.: (5) Page: 19 Clause: Requirement of Key	Position	Minimum Qualification	No of Personnel	Work Experience	<p>We request the Authority to broaden the scope of undergraduate and postgraduate qualifications for the expert as the proposed degrees will be equally suitable for the required expert. Further, we request the Authority to broaden the nature</p>				<p>Associates holding Bachelors degree in B.Sc or BBA will be</p>								

#	Clause No., Page no	Existing Clause				Queries	Replies								
	Personnel as Core Team	Associates	Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com and Full time Regular MBA / PGDM / PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arch	2	Atleast 5 years of experience in Government consulting. 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	<p>of work done by the expert in line with the competencies required for execution of this assignment.</p> <p>We request the Authority to modify the following clause as follows:</p> <table border="1"> <thead> <tr> <th>Position</th> <th>Minimum Qualification</th> <th>No of Personnel</th> <th>Work Experience</th> </tr> </thead> <tbody> <tr> <td>Associates</td> <td>Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com/ B.Sc/ BBA and Full time Regular MBA / PGDM / PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arch/ M.Tech / M.Sc</td> <td>1</td> <td>Atleast 5 years of experience in Government consulting. Undertaken a project focused on Project Management Consultancy/Transaction Advisory/ Project Management Unit/ Business Planning & Strategies / Commercial Feasibility Assessment / Financial Feasibility Assessment in the sector related to Logistics/ Inland Waterways/ Coastal Shipping and Ports and other related Transport Sectors (Railways, Metros, Aviation, etc.)</td> </tr> </tbody> </table>	Position	Minimum Qualification	No of Personnel	Work Experience	Associates	Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com/ B.Sc/ BBA and Full time Regular MBA / PGDM / PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arch/ M.Tech / M.Sc	1	Atleast 5 years of experience in Government consulting. Undertaken a project focused on Project Management Consultancy/Transaction Advisory/ Project Management Unit/ Business Planning & Strategies / Commercial Feasibility Assessment / Financial Feasibility Assessment in the sector related to Logistics/ Inland Waterways/ Coastal Shipping and Ports and other related Transport Sectors (Railways, Metros, Aviation, etc.)	<p>considered eligible.</p> <p>However, Masters degree in MSc or MTech will not be considered eligible.</p> <p>Also, his work experience in Business Planning & Strategies / Commercial Feasibility Assessment / Financial Feasibility Assessment in the sector related to Logistics/ Inland Waterways/ Coastal Shipping and Ports will be considered</p> <p>Refer Corrigendum -1</p>
Position	Minimum Qualification	No of Personnel	Work Experience												
Associates	Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com/ B.Sc/ BBA and Full time Regular MBA / PGDM / PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arch/ M.Tech / M.Sc	1	Atleast 5 years of experience in Government consulting. Undertaken a project focused on Project Management Consultancy/Transaction Advisory/ Project Management Unit/ Business Planning & Strategies / Commercial Feasibility Assessment / Financial Feasibility Assessment in the sector related to Logistics/ Inland Waterways/ Coastal Shipping and Ports and other related Transport Sectors (Railways, Metros, Aviation, etc.)												
13.	Clause No.: (5) Page: 20 Clause: Requirement of Key	Position	Minimum Qualification	No of Personnel	Work Experience	<p>We request the Authority to broaden the scope of undergraduate and postgraduate qualifications for the expert as the proposed degrees will be equally suitable for the required expert. Further, we request the Authority to broaden the nature</p>	<p>Analysts with experience in Logistics sector will be considered</p>								



#	Clause No., Page no	Existing Clause				Queries	Replies								
	Personnel as Core Team	Analysts	Full time Regular	13	At least 3 years of experience in the maritime sector with background of Project Management and liasoning with various Government Department	<p>of work done by the expert in line with the competencies required for execution of this assignment.</p> <p>We request the Authority to modify the following clause as follows:</p> <table border="1"> <thead> <tr> <th>Position</th> <th>Minimum Qualification</th> <th>No of Personnel</th> <th>Work Experience</th> </tr> </thead> <tbody> <tr> <td>Analysts</td> <td>Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com</td> <td>13</td> <td>At least 3 years of experience in the maritime sector or logistics sector or other related Transport Sectors (Railways, Metros, Aviation, etc.) with background of Project Management: Business Planning & Strategies / Commercial Feasibility Assessment/ Financial Feasibility Assessment and liasoning with various Government Department</td> </tr> </tbody> </table>	Position	Minimum Qualification	No of Personnel	Work Experience	Analysts	Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com	13	At least 3 years of experience in the maritime sector or logistics sector or other related Transport Sectors (Railways, Metros, Aviation, etc.) with background of Project Management: Business Planning & Strategies / Commercial Feasibility Assessment/ Financial Feasibility Assessment and liasoning with various Government Department	Analysts having worked in areas such as: Business Planning & Strategies / Commercial Feasibility Assessment/ Financial Feasibility Assessment will be considered Refer Corrigendum -1
Position	Minimum Qualification	No of Personnel	Work Experience												
Analysts	Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com	13	At least 3 years of experience in the maritime sector or logistics sector or other related Transport Sectors (Railways, Metros, Aviation, etc.) with background of Project Management: Business Planning & Strategies / Commercial Feasibility Assessment/ Financial Feasibility Assessment and liasoning with various Government Department												
14.	Clause No.: 2.9 Page: 24 Clause: Eligible Assignments and Minimum Eligibility Criteria	<p>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</p> <p>OR</p> <p>Consultancy Assignments like feasibility study, DPR, policy document, vision document in the sector related to Logistics/Inland waterways/Coastal shipping and Ports</p>				<p>We request the Authority to</p> <p>We request the Authority to modify the following clause as follows:</p> <p>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 and related Transport Sectors (Railways, Metros, Aviation, etc.)</p> <p>OR</p>	<p>“Consultancy assignments such as : Business planning and implementation roadmaps,” in sector related to Logistics/Inland Waterways/Coastal Shipping and</p>								



#	Clause No., Page no	Existing Clause	Queries	Replies
			Consultancy Assignments like feasibility study, DPR, policy document, vision document, business planning and implementation roadmaps, transaction advisory , in the sector related to Logistics/Inland waterways/Coastal shipping and Ports and related Transport Sectors (Railways, Metros, Aviation, etc.)	Ports shall be considered Refer Corrigendum -1
15.	Clause No.: 2.9.1 Page: 24 Clause: Eligible Assignments	For the purposes of determining conditions of eligibility and for evaluating the Proposals under this RFP, advisory / consultancy assignments meeting the Minimum Technical Capacity criteria shall be deemed as Eligible Assignments (the “Eligible Assignments”) carried out in Government/ Semi-Government/ statutory local bodies / private organizations:	We request the Authority to broaden the coverage to include projects executed for multi-lateral financial institutions as these agencies support and fund development of logistics assets in India. Further, we request the client to also include projects executed in international countries as they would highlight our relevant experience in executing works of similar nature. We request the Authority to modify the following clause as follows: For the purposes of determining conditions of eligibility and for evaluating the Proposals under this RFP, advisory / consultancy assignments meeting the Minimum Technical Capacity criteria shall be deemed as Eligible Assignments (the “Eligible Assignments”) carried out in Government/ SemiGovernment/ statutory local bodies / private organizations / multi-lateral financial institutions. Further, projects both in India and abroad will be considered to determine Eligible Assignments.	Eligible assignments carried out in Government/ Semi-Government/ statutory local bodies / private organizations / multi-lateral financial institutions will be considered Refer Corrigendum – 1
16.	Clause No.: 2.9.4 Page: 24 Clause: Documentary evidence to substantiate/supp ort Eligible Assignments	Completion Certificate issued by the Client for the Assignment OR Statutory Auditors certificate for execution of work and receipt of full fee regarding the Eligible Assignment	We request the Authority to also include self-certification from the authorized signatory as relevant documentary evidence. We request the Authority to modify the following clause as follows: Completion Certificate issued by the Client for the Assignment OR Statutory Auditors certificate for execution of work and receipt of full fee regarding the Eligible Assignment OR Self-certification from the Authorized Signatory for execution of work and receipt of full fee regarding the Eligible Assignment	Provisions of RFP hold good
17.	Clause No.: 2.9.4 Page:	Presentation on Approach & Methodology (Max 20 Marks) - The presentation will be made by the Team Leader and	Our understanding is the that we will be required to share our presentation at a date as communicated by the Authority and no	Provisions of RFP holds good.



#	Clause No., Page no	Existing Clause	Queries	Replies
	25 Clause: Presentation on Approach & Methodology	Key Personnel proposed. Copy of the presentation signed by the authorized representative shall be submitted one day before of the presentation day.	section on Approach & Methodology needs to be submitted as part of the online technical proposal submission. We request the Authority to confirm the same.	Clarification: No section on Approach & Methodology needs to be submitted as part of the online technical proposal submission. Copy of the presentation shall be submitted one day before of the presentation day. The presentation will be made by the Team Leader and Key Personnel proposed.
18.	Clause No.: 2.16.5 Page: 31 Clause: NA	The RFP Processing Fee for this RFP is Rs. 47,200 /- (Rupees Forty-Seven Thousand Two Hundred only) and the Bid Security for this RFP is Rs. 20,00,000/- (Rupees Twenty Lakh only). The RFP Processing Fee and Bid Security need to be paid by the bidder through online payment mode as provided on the e-tendering portal	We request the Authority to reduce the bid security for this RFP in lines with terms and conditions and requirements of other similar RFPs. Further, we request the Authority to also allow payment via Demand Draft / RTGS or NEFT. We request the Authority to modify the following clause as follows: The RFP Processing Fee for this RFP is Rs. 47,200 /- (Rupees Forty-Seven Thousand Two Hundred only) and the Bid Security for this RFP is Rs. 5,00,000/- (Rupees Five Lakh only) . The RFP Processing Fee and Bid Security need to be paid by the bidder through online payment mode as provided on the e-tendering portal or payment via Demand Draft / RTGS or NEFT.	Provisions of RFP hold good
19.	Clause No.: (3) Page: 10 Clause:	Proposal Due Date (P) - 26th April 2023, 1500 hrs IST	We request the Authority to extend the submission deadline of the technical proposal by 3 weeks as it will allow us to adequately factor in the changes that will be issued in the	Due date for Bid Submission extended to 8th May 2023.



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	Proposal Due Date (P)		clarifications and assemble a proficient team of close to 16 experts required for this opportunity. We request the Authority to modify the following clause as follows: Proposal Due Date (P) - 19th May 2023 , 1500 hrs IST	
20.	Clause No.: 2.9.2 Page: 24 Clause: Minimum Technical Capacity	One Eligible Assignment is defined as below: 1 (One) Assignment of value of Rs. 1.5 Crores OR 2 (Two) Assignments of Value of Rs. 1.0 Crore each OR 3 (Three) Assignments of value of Rs. 60 lakhs each	We request the Authority to broaden the criteria on project value as it would allow us to depict our similar work experience as per the terms of reference of this RFP. We request the Authority to modify the following clause as follows: One Eligible Assignment is defined as below: 1 (One) Assignment of value of Rs. 1 Crores OR 2 (Two) Assignments of Value of Rs. 80 lakhs each OR 3 (Three) Assignments of value of Rs. 40 lakhs each	Provisions of RFP hold good
21.	Clause No.: 6.4.5 (b) Page: 72 Clause: Payment upon termination:	If the Contract is terminated pursuant to Clause 6.4.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may forfeit the performance security provided by the Consultant and also impose liquidated damages as per the provisions of relevant clauses of this Contract. The Consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.	We request the Authority to cap the permissible penalties on the Consultant to a maximum value of 10% of project fees as is the norm for similar RFPs. We request the Authority to add the following clause as follows: SDCL may impose penalty, subject to a maximum of 10% (ten percent) of the contract value, for all delays attributable directly to the selected Consultant.	Provisions of RFP hold good
22.	Clause No.: 6.5.7 Page: 74 Clause: Liability of the Consultants	Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.	We request the Authority to define the limit of liabilities to consultant as mentioned below. We request the Authority to add the following clause as follows: Notwithstanding anything contained in the contract, Client agrees that the Vendor/ Bidder / Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for	Provisions of RFP hold good



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			an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Vendor/ Bidder / Consultant. In no event shall the Vendor/ Bidder / Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.	
23.	Clause No.: 5.1 Page: 60 Clause: Scope of Work (SoW)/ToR	Assist implementing agencies in project phasing plan, preparation of RFP, preparing invitation of bids, advertising procedures, bidding documents and bidding period.	It is our understanding that as part of this point, the Consultant team needs to support the Authority in preparation of documentation including bid documents. Further, the Consultant team will not be required to undertake transaction advisory for the Authority including publication of bid documents, response to pre-bid queries of bidders and evaluation of bids. We request the Authority to confirm this understanding.	Provisions of RFP hold good
24.	Clause No.: 2.4 Page: 15 Clause: Ownership of document and copyright	All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Client / MoPSW in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the ToR. The study outputs shall remain the property of the Client /MoPSW and shall not be used for any purpose other than that intended under the ToR/RFP without the permission of the Client / MoPSW.	We request the Authority to modify the following clause as follows: Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of the Consultant shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. The Consultant's Pre-existing IPR in the deliverables will still vest with the Consultant. Notwithstanding the foregoing, the Consultant retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that the Consultant may use in connection with this Contract. The Consultant is not responsible if the client infringes the IPR by modifying the deliverables submitted by the Consultant.	Provisions of RFP hold good
25.	Clause No.: 2.5.5	Client will not be liable to pay any interest on Bid Security. Bid Security of unsuccessful Applicants shall be returned, without interest, within one month after signing of the	Given the large quantum of the bid security for this RFP, we request the Authority to please return the bid security immediately.	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
	Page: 15 Clause: Bid Security	contract with the successful Applicant or when the Selection process is cancelled by Client.	We request the Authority to modify the following clause as follows: Client will not be liable to pay any interest on Bid Security. Bid Security of unsuccessful Applicants shall be returned, without interest, within one week after signing of the contract with the successful App	
26.	Clause No.: 2.5.3 (4) Page: 16 Clause: Bid Security	If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client.	We request the Authority to modify the following clause as follows: If the Applicant commits any material breach of terms of this RFP or is found to have made a false representation to Client.	Provisions of RFP hold good
27.	Clause No.: 2.6.3 (2) (a) Page: 16 Clause: Conflicting Activities	Conflicting Activities:- A firm that has been engaged by the client to provide Goods, Works, or Non-Consulting services for a project, or any of its affiliates, shall be disqualified from providing Consulting service resulting directly related to Goods, Works or Non-consulting services. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a Project, or any of its affiliates, shall be disqualified from subsequently providing Goods, or Works or Non-consulting services resulting from or directly related to the consulting services for such preparation or implementation	We request the Authority to modify the following clause as follows: Conflicting Activities:- A firm that has been engaged by the client to provide Goods, Works, or Non-Consulting services for a project , or any of its affiliates, shall be disqualified from providing Consulting service resulting directly related to Goods, Works or Non-consulting services . Conversely, a firm hired to provide consultancy services for the preparation or implementation of a Project, or any of its affiliates, shall be disqualified from subsequently providing Goods, or Works or Non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.	Provisions of RFP hold good
28.	Clause No.: 2.6.3 (2) (a) Page: 16 Clause: Conflicting Relationship	Conflicting Relationship: A Consultant (including its Personnel and Sub-Consultant) that has a close business or family relationship with a member of the Client's Staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment/job or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and execution of the contract.	The term 'indirectly' has a vast meaning as given the size and scale of operations of the firm, it may be difficult to confirm / adhere to the clause. We request the Authority to modify this clause to be made applicable to the team members being proposed as part of the project. We request the Authority to modify the following clause as follows: Conflicting Relationship: A Consultant (including its Personnel and Sub-Consultant) that has a close business or family relationship with a member of the Client's Staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment/job or (iii) supervision of the	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
			Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and execution of the contract.	
29.	Clause No.: 6.4.3 Page: 72 Clause: Cessation of Rights and Obligations	Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in clause 6.13.2 and (v) any right which a Party may have under the Applicable Law.	Given the size and scale of operations of the firm, it may be difficult to confirm / adhere to the clause. Specifically, the Authority may only be able to visit the project office for this engagement and review only those documents pertaining to this engagement. Audit of our offices and systems will not be acceptable as DTILLP will have data / information of other clients and it would be breach of confidentiality in case we allow the client to audit our office / system. We request the Authority to confirm this understanding.	Provisions of RFP hold good
30.	Clause No.: 6.4.2 Page: 72 Clause: By the Consultants		We request the Authority to add the following clause as follows: If Bidder determines that a law, regulation or anything having similar import, or a circumstances (including cases where client's ownership or constitution has changed), makes Bidder's performance of the Contract impermissible or in conflict with independence or professional rules applicable to Bidder.	No additional clause
31.	Clause No.: 6.5.3 Page: 73 Clause: Confidentiality	The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client's business or operations without the prior written consent of the Client.	We request the Authority to reduce the confidentiality period as it the norm in similar RFPs. We request the Authority to modify the following clause as follows: The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within one (1) year after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client's business or operations without the prior written consent of the Client.	Provisions of RFP hold good
32.	Clause No.: 6.5.6 Page:	All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the	We request the Authority to modify the following clause as follows:	Provisions of RFP hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
	76 Clause: Documents Prepared (to the extent applicable) by the Consultants to be the Property of the Client	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.	Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of the Consultant shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. The Consultant's pre-existing IPR in the deliverables will still vest with the Consultant. Notwithstanding the foregoing, the Consultant retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that the Consultant may use in connection with this Contract. The Consultant is not responsible if the client infringes the IPR by modifying the deliverables submitted by the Consultant.	
33.	Clause No.: 6.10.1 (a) Page: 78 Clause: General, to the extent applicable to the Assignment	The Consultant shall be responsible for accuracy of the Design, Drawings, estimate and all other details prepared by him as part of these services. The consultant shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, if required during the execution of the Services.	We request the Authority to modify the following clause as follows: The Consultant shall be responsible for accuracy of the Design, Drawings, estimate and all other details prepared by him as part of these services. The consultant shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, if required during the execution of the Services.	Provisions of the RFP hold good
34.	Clause No.: 6.10.1 (b) Page: 78 Clause: General, to the extent applicable to the Assignment	The Consultant shall be fully responsible for the accuracy of reports, plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the reports, designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.	We request the Authority to modify the following clause as follows: The Consultant shall be fully responsible for the accuracy of reports, plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the reports, designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants. Herein the indemnity will be capped and only liable for indemnities which are judicially determined and solely attributable to the Consultant.	Provisions of the RFP hold good
35.	Clause No.: 6.11 Page: 78	If the Firm fails to provide a replacement of the Key Personnel within 30 days or fails to provide CV of the substitute within 7 days then an amount equal to 1.5 times	If the Firm fails to provide a replacement of the Key Personnel within 30 days or fails to provide CV of the substitute within 7 days then an amount equal to 1.5 times of the monthly	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
	Clause: Liquidated damages	of the monthly remuneration of the non-available Key personnel will be deducted from the monthly payment of the Firm and no remuneration of the Key personnel for that period will be paid.	remuneration of the non-available Key personnel will be deducted from the monthly payment of the Firm and no remuneration of the Key personnel for that period will be paid. SDCL may impose penalty, subject to a maximum of 10% (ten percent) of the contract value, for all liquidated damages attributable directly to the selected Consultant.	
36.	Clause No.: 6.13.2 Page: 77 Clause: Indemnity	The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and / or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.	The indemnities mentioned herein are very wide. We request the Authority to cap the indemnity and we should be only liable for indemnities which are judicially determined and solely attributable to the Consultant.	Provisions of RFP hold good
37.	Clause No.: 6.5.7 (a) (ii) Page: 82 Clause:	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	We request the Authority to remove linkage of the liability cap to the insurance policy and keep the liability capped at the fees paid.	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
	Limitation of the Consultant's Liability towards the Client	entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.	We request the Authority to modify the following clause as follows: For any direct loss or damage that is equivalent to the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder.	
Kalinh Advisors Private Limited (Black Brix®)				
38.	Section 2.7.3 (5), Page 19 of 83	Supporting documents in respect of educational qualification (i.e. B.E. / B.Tech/ B.Arch / B. Plan / B.Com & MBA / PGDM / PGDBM / M Plan (Urban Planning/ Transport Planning) / M.Arch) along with Professional Experience to be submitted. Any bid submitted without these supporting documents will not be considered for evaluation.	We request your kind office to consider PGP ACM (Post Graduate Program in Advanced Construction Management) for key personnel position having relevant experience. Suggestions: We request that the text be altered as - Supporting documents in respect of educational qualification (i.e. B.E. / B.Tech/ B.Arch / B. Plan / B.Com & MBA / PGDM / PGP ACM / PGDBM / M Plan (Urban Planning/ Transport Planning) / M.Arch) along with Professional Experience to be submitted. Any bid submitted without these supporting documents will not be considered for evaluation.	PGP in Advanced Construction Management for Team leader and Associates with relevant experience will be considered Refer Corrigendum -1
39.	Section 2.6.2, Page 16 of 83	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.	Request for allow the consortium so as to allow Organisations with suitable technical experience to participate, and to make the process more competitive and for MSMEs in compliance with S.O.581(E) published under Gazette of India as "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" and Start-up India Registered firms. (We are recognised as a Category 'D' (Micro) MSME (UAM No. – TN02D0156946) by the Ministry of Micro, Small, and Medium Enterprises. And Our team has rich prior experience working in Maritime and port sector and we carry rich on-ground geographical experience across sectors.) Suggestions: We request that the text be altered as – 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.	Consortium not allowed



#	Clause No., Page no	Existing Clause	Queries	Replies
			Applicant can apply only on sole basis and should be registered in India; consortium is allowed.	
Ernst and Young LLP				
40.	Cl 1.3 / Page 7-8	The Consultant will be selected on the Quality and Cost Based Selection (QCBS) process with 70% weightage to technical proposal and 30% to financial proposal	<p>The terms of reference suggest that the project is strategic in nature and will form the basis for next level sector reforms and initiatives at national level.</p> <p>Given this context, we believe higher weightage should be given to the applying firms' technical credentials and accordingly the evaluation criteria of 80:20 for technical: financial proposal may be considered.</p> <p>Suggestions: We request the Authority that a higher weightage should be given to the applying firms' technical credentials and accordingly the evaluation criteria of 80:20 for technical: financial proposal may be considered.</p>	<p>Technical – 75% Financial – 25%</p> <p>Refer Corrigendum -1</p>
41.	Cl 2.6.3 (2) / Page 16	Conflict of interest	<p>It is understood that as a part of the assignment, several broad initiatives will be defined, suggested, outlined by the consultants. There may be a subsequent requirement to provide detail assessment services for the initially outlined initiatives. Will the consultant for the current project will be eligible to bid for subsequent downstream projects?</p> <p>Suggestions: We believe that this should not be treated as conflict of interest. Please clarify.</p>	Provisions of RFP hold good
42.	Cl 2.7.3 (4) (i) / Pg 18	The Key proposed personnel must be permanent full-time employees of the firm or hired on contract by the firm.	<p>The proposed team should be engaged full time with the firm at the time of commencement of services.</p> <p>The suggested provision may please be considered; it should not be compulsory that the proposed team is engaged full time with the firm at the time of bidding. This will allow the firm to proposed more suitable profiles from a wider pool of experts.</p>	Provisions of RFP hold good
43.	Cl 2.7.3 (5) / Pg 19	Minimum Qualification of Team Leader, Associates and Analysts: Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com	We request Authority to add "BCA", "BBA" degree as qualification for Bachelor and	Bachelors in BBA will be considered eligible for Team

#	Clause No., Page no	Existing Clause	Queries	Replies
		<p>and</p> <p>Full time Regular MBA / PGDM / PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arch</p>	<p>“M.Tech”, “MMS” degree for Masters equivalent to MBA / PGDM / PGDBM /M Plan /M Arch. so, that prospective bidders have large pool of manpower to showcase in the technical evaluation stage.</p> <p>Applicable for the entire project team including Team Leader, Associates and Analysts:</p> <p>Suggestions: We request the Authority to kindly add “BCA”, “BBA” degree as qualification for Bachelor</p> <p>and</p> <p>“M.Tech”, “MMS” degree for Masters</p>	<p>leader, Associates and Analysts</p> <p>BCA is not acceptable</p> <p>Masters degree of MMS i.e. Masters in Management Studies for Team leader and Associates will be considered eligible.</p> <p>M.Tech degree will not be considered eligible</p> <p>Refer Corrigendum -1</p>
44.	Cl 2.7.3 (4) (x) /Pg 19	<p>Supporting documents in respect of educational qualification i.e. Bachelors (B.A / B.E / B.Tech / B.Sc. /B.Com / B.Arch) & Masters (M.A / M.Com / M.Sc. / M.Tech / MBA / PGDM / PGDBM / M Plan (Urban Planning/ Transport Planning) / M.Arch) along with Professional Experience to be submitted. Any bid submitted without these supporting documents will not be considered for evaluation.</p>	<p>Suggestions: The requirement of experience certificates in original may please be relaxed and these may be taken subsequently post selection, if required.</p>	<p>Self-certification by professional experience by key personnel is allowed.</p> <p>However, post-selection, this needs to be submitted to client.</p> <p>It is the responsibility of the consulting firm to screen the candidates</p>



#	Clause No., Page no	Existing Clause	Queries	Replies
				thoroughly and propose the right fit for the positions. Refer Corrigendum-1
45.	CI 2.7.12 (1) / Page 19 AND CI 5.2 (9) / Pg 58	All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all Key Personnel, transportation, equipment, printing of documents, secondary and primary data collection, coordination and tie up with the stakeholders, attending all the meetings/discussions of Working Groups etc. There shall not be any reimbursement towards Out-of-Pocket Expenses (OPEs)/any other additional expenses incurred by the Consultant.	It is understood that the expense heads captured in the clauses are minor ones and pertain to local expenses only. Suggestions: Clause may be introduced to clarify that any out of station travel advised by the client will be suitably reimbursed. Also, the format of the financial proposal does not have a provision for covering out of pocket expenses. The format may be revised, if required, to include the same.	Provisions of RFP hold good. No proposal for OPE reimbursement. The financial proposal format remains the same.
46.	CI 2.9.3 / Page 24	The Applicant should have an average annual turnover of Rs. 40 crore in the past three Financial Years.	Suggestions: We request the Authority to increase the threshold of financial capacity to at least INR 100 Crores considering the importance of the assignments and to ensure that only serious players with capacity to deliver participate and non-serious ones are not in the fray.	Provisions of RFP hold good
47.	CI 2.9.4 (4) / Page No. 25	Point 2 b - Associate – 2 Nos. (Max 4 Marks for each Associate totalling to 8 Marks) No. of completed years of experience in Eligible Assignment for each Associate: 5 years – 3 Marks 6 years and above – 4 Marks	Suggestions: For evaluation of the CVs, requirement of “Eligible Assignment” may be removed. Instead, experience as per below shall be considered eligible: Project Management Consultancy / Transaction advisory / Project Management Unit/ Infrastructure Advisory in the sector related to Logistics/Inland waterways/Coastal shipping and Ports/ Transport Infrastructure projects	Provisions of RFP hold good
48.	CI 2.9.4 (4) / Page No. 25	Point 2 c - Analyst– 13 Nos. (Max 2 Marks for each Analyst totalling to 26 Marks) No. of completed years of experience in Eligible Assignment for each Analyst: 3 years – 1.5 Marks	Suggestions: For evaluation of the CVs, requirement of “Eligible Assignment” may be removed. Instead, experience as per below shall be considered eligible: Project Management Consultancy / Transaction advisory / Project Management Unit/ Infrastructure Advisory in the sector related to Logistics/Inland waterways/Coastal shipping and Ports/ Transport Infrastructure projects	Provisions of RFP hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
		4 years and above – 2 Marks		
49.	CI 2.9.4 (4) / Page No. 25	Point 2 c - Analyst– 13 Nos. (Max 2 Marks for each Analyst totalling to 26 Marks) No. of completed years of experience in Eligible Assignment for each Analyst: 3 years – 1.5 Marks 4 years and above – 2 Marks	Providing the total 16 no. of CV during the technical evaluation will be difficult for the prospective bidders. Suggestions: We request Authority to remove marking system of 13 no. of Analyst. Authority can take undertaking during the evaluation stage stating that successful bidder will provide details of 13 analysts within 60 days of signing of contract agreement as per terms and conditions of RFP.	Provisions of RFP hold good
50.	CI 5.1 / Page No 60	Scope of Work (SoW)/ToR	Please clarify whether the project list for implementation of holistic development of coastal districts has been finalised by Ministry / SDCL? If yes, then the same may be shared.	MoPSW will share all the Vision documents, background material, data and previous reports including the list of projects at the time of kickoff
51.	CI 5.2 (1) / Page No 61	The contract period will be for 3 years, extendable to maximum period of another 3 years on the same terms and conditions at the sole discretion of MoPSW	Since this is a long term contract of initial 36 months with an option to extend the contract by another 36 months. We request for provision of an annual escalation on the remuneration of the proposed key personnel. Suggestions: We request that an Annual increment of minimum 10% on the fee quoted by the Consultant as per their financial proposal shall be considered.	Refer Corrigendum -1
52.	CI 5.2 (2) / Page No 61	One Team Leader and two Associates will be stationed at Ministry of Ports, Shipping and Waterways, New Delhi. Analysts (13 nos.) shall be posted at Coastal States/ Union Territories and will have a base location/ work from office of State Maritime Boards or Major Ports, as decided by the Ministry based on availability of requisite infrastructure. Attendance monitoring will be carried out by respective organization where the Analyst is stationed.	We request the Authority to kindly list tot the Key Stakeholders which the team shall be interacting and working with both at the Centre and State Level.	This will be intimated at the time of kickoff / onboarding



#	Clause No., Page no	Existing Clause	Queries	Replies
53.	CI 5.2 (2) / Page No 61	Analysts (13 nos.) shall be posted at Coastal States/ Union Territories and will have a base location/ work from office of State Maritime Boards or Major Ports, as decided by the Ministry based on availability of requisite infrastructure.	SDCL / Ministry may please clarify the role of the representative deployed at the State / UT. As mentioned in the RFP document, resource to be deployed at respective Coastal States and UTs, and their base location would be State Maritime Board or Major Ports. Clarification required, if coordination will be limited to the Maritime Boards and Major Port Authorities for the implementation of project?	Provisions of RFP hold good. Brief background on the role of Analysts has been provided in the Pre-RFP meeting
54.	CI 5.2 (2) / Page 61	One Team Leader and two Associates will be stationed at Ministry of Ports, Shipping and Waterways, New Delhi. Analysts (13 nos.) shall be posted at Coastal States/ Union Territories and will have a base location/ work from office of State Maritime Boards or Major Ports, as decided by the Ministry based on availability of requisite infrastructure. Attendance monitoring will be carried out by respective organization where the Analyst is stationed.	It may be confirmed that the consultant's team will be provided office space, internet connection and necessary office stationery for printing etc at all locations and that the cost for the same has not to be accounted in the financial proposal. Is attendance sheet with approval of officer from regional authority required for all analyst for the payment?	Since this is a PMU where payment processing is attendance-based, Consultant shall maintain daily Attendance register for each of the resources at each of the locations which would need to be countersigned by authorized person of the respective organization where resource is stationed Refer Corrigendum -1
55.	CI 5.2 (3) / Page 61	Consultant shall work as per the working calendar of MoPSW/ Regional offices. 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.	We request the Authority to kindly permit leave on medical grounds without any reduction on the payment for the concerned Key Personnel.	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
56.	Cl 5.2 (3) / Page 61	Non-performing team members shall be replaced within 1 week of receiving notice from MoPSW.	Suggestions: We Request the Authority to kindly allow minimum 45 days for towards replacement of team member(s) post receipt of notice from the Authority. Securing a replacement with 1 week of getting notice from MOSPW and shortlisting would logistically not be possible.	<p>“If a Consultant is being replaced, either by the Firm or on instructions of the MoPSW, CV of substitute shall be provided within 7 days and the replacement of Consultant will have to be onboarded within 30 days with the consent of MoPSW.”</p> <p>Refer Corrigendum -1</p>
57.	Cl 5.2 (7) / Page 61	In case there is a need for deployment of additional manpower to complete the assignment within the stipulated timelines, the Consultant shall do it at no extra cost.	Suggestions: It is understood that additional manpower will be suitably compensated by the client at agreed monthly charge rates. This clause if open ended and should be removed as additional manpower cannot be provide without additional remuneration.	Provisions of RFP hold good
58.	Cl 5.2 (7) / Page 61	Consultant shall arrange for primary round of interaction of team with MoPSW officials before deployment.	Can Consultant do primary round of interaction of team with MoPSW officials via physical or video conference call?	Consultant to arrange a primary round of interaction of its team with MoPSW officials at the time of kickoff
59.	Cl 5.2 (10) / Pg 61	There shall not be any reimbursement towards Out of Pocket Expenses (OPEs)/any other additional expenses incurred by the Consultant.	Suggestions: It is required site visit for any project to prepare report. It is requested to keep reimbursement of all cost towards any visit outside to New Delhi (for team leader and associate) and deployed location (for analyst) for the project.	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies						
60.	Cl 5.2 (10) / Page 61	There shall not be any reimbursement towards Out-of-Pocket Expenses (OPEs)/any other additional expenses incurred by the Consultant.	Clarification required whether the resources deployed at respective State / UTs will be required to report at any one authority decided at the time of deployment along with MoPSW or other agencies as well? Also, as work is related to coordination, monitoring and implementation of projects, it may require travelling for the purpose of project implementation cycle (ex. site visit, supporting govt officials in their site inspection, etc.). Such travel should be coordinated and taken care by respective Implementing agency for the project like State Maritime Board or Major Port Authority.	Brief background about the role of Team leader, Associates and the Analysts has been provided in Pre-RFP meeting						
61.	Cl 5.3 / Page 61	<table border="1"> <tr> <td>Milestone</td> <td>Timeline from Zero Date</td> </tr> <tr> <td>Mobilization of entire team at MoPSW</td> <td>15 Days</td> </tr> <tr> <td>Mobilization of resources at States/UTs</td> <td>6 Months</td> </tr> </table>	Milestone	Timeline from Zero Date	Mobilization of entire team at MoPSW	15 Days	Mobilization of resources at States/UTs	6 Months	<p>We request the Authority to clarify the time of deployment of the 13 Analyst team members during the course of the engagement.</p> <p>Suggestions: Is the team of 13 Analyst shall be deployed for 6 months at MoPSW initially and then they will be mobilized at the State/UT level by the end of 6 months. Please clarify.</p>	Refer Corrigendum -1
Milestone	Timeline from Zero Date									
Mobilization of entire team at MoPSW	15 Days									
Mobilization of resources at States/UTs	6 Months									
62.	Cl 5.4 / Page 64	Payment terms shall be monthly after Mobilization of entire team at MoPSW and satisfactory performance.	Request SDCL to provide current process follows under different projects where similar approval required from MoPSW for making any payment to consultant along with timeline and minimum meetings/presentations required for get it approve from MoPSW.	Provisions of RFP hold good						
63.	Cl 2.11.2 / Page 27	The Client will not normally consider substitutions except in cases of incapacity of Key Personnel for reasons of health. Similarly, after award of contract the Client expects all the proposed Key Personnel to be available during implementation of the Contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 1 (one) Key Personnel and that too by only equally or better qualified and experienced personnel.	Suggestions: It is requested Authority to remove the limit of replacement of Key Personnel due to exceptional circumstances.	Provisions of RFP hold good						
64.	Cl 6.4.3 / Pg. 72	Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant	Suggestions: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract	Provisions of RFP hold good						



#	Clause No., Page no	Existing Clause	Queries	Replies
	Cessation of Rights and Obligations	to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in clause 6.13.2 and (v) any right which a Party may have under the Applicable Law.	pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof (for the period mentioned therein), (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in clause 6.13.2 and (v) any right which a Party may have under the Applicable Law.	
65.	Cl 6.5.3 / Pg. 73	The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client's business or operations without the prior written consent of the Client.	Suggestions: The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client's business or operations without the prior written consent of the Client. <u>The Consultants, their Sub-consultants, and the Personnel of either of them may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations.</u>	Provisions of RFP hold good
66.	Cl 6.5.6 / Pg. 73	Documents Prepared (to the extent applicable) by the Consultants to be the Property of the Client: 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	Suggestions: To be deleted and replaced with the language provided by us under the heading "Materials" and "Reports"	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
		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.		
67.	Cl 6.5.2.3 / Pg. 73 Consultants and Affiliates Not to Engage in Certain Activities	The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of Two (2) years.	Suggestions: It is requested Authority to remove this clause.	Provisions of RFP hold good
68.	Cl 6.5.8 / Pg. 77 Insurance	All the insurance cover that are relevant in such studies shall be taken by the Consultant at its own cost	Suggestions: It is requested Authority to keep only Performance Indemnity Insurance instead of all insurance.	Provisions of RFP hold good
69.	Cl 6.10 Page 75	Responsibility for accuracy of project documents: General, to the extent applicable to the Assignment (a) The Consultant shall be responsible for accuracy of the Design, Drawings, estimate and all other details prepared by him as part of these services. The consultant shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, if required during the execution of the Services. (b) The Consultant shall be fully responsible for the accuracy of reports, plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the reports, designs and drawings noticed and	Suggestions: General, to the extent applicable to the Assignment (a) The Consultant shall be responsible for accuracy of the Design, Drawings, estimate and all other details prepared by him as part of these services. The consultant shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, if required during the execution of the Services. (b) The Consultant shall be fully responsible for the accuracy of reports, plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the reports, designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultant.	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
		the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultant.		
70.	Cl 6.11 / Pg. 76 Liquidated damages	Levy of Penalty due to delays: Maximum 10 percent of the contract amount can be imposed on the consultant for the delay caused by the firm subject to 1.5 percent of contract cost per month of delay counted on daily basis. If penalty is imposed, performance BG will be forfeited, encashed and adjusted against such penalty amount.	Suggestions: It is requested Authority to reduce penalty of maximum 5% of the contract amount instead of 10%.	Provisions of RFP hold good
71.	Cl 6.13.2 / Pg. 77 Indemnity	The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys’ fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively “Indemnified matter”). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and / or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.	Suggestions: It is requested Authority to remove this clause.	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
72.	CI 2.15.4 / Pg. 30 Transfer of Intellectual Property (IP) Rights to the client	All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.	It is requested Authority to modify the clause as necessary Suggestions: All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.	Provisions of RFP hold good
73.	Termination	New Clause	Please Insert New Clause Suggestions: Notwithstanding the above, The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	No New Clause
74.	Reports	New Clause	Please Insert New Clause Suggestions: Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”), other than Information provided by the Client, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Client’s organization.	No New Clause
75.	Materials	New Clause	Please Insert New Clause Suggestions: Client may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that the Applicant owns in performing the Services. Notwithstanding the delivery of any Reports,	No New Clause

#	Clause No., Page no	Existing Clause	Queries	Replies
			Applicant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Applicant compile and retain in connection with the Services (but not information provided by Client reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	
76.	Cl 6.5.7 / Pg no. 80 Limitation of the Consultant's Liability towards the Client	<p>a) Except in case of negligence or willful misconduct on the part of 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>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) 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>It is requested Authority to modify the clause as below</p> <p>Suggestions: a) Except in case of negligence or willful misconduct on the part of the Consultant or on the part of or any person or firm acting on behalf of the Consultant 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>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) 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>	Provisions of RFP hold good
77.	Clause 6.10 / Pg no. 75 Responsibility for accuracy of project documents	(a) The Consultant shall be responsible for accuracy of the Design, Drawings, estimate and all other details prepared by him as part of these services. The consultant shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, if required during the execution of the Services.	<p>It is requested Authority to modify the clause</p> <p>Suggestions: (a) The Consultant shall be responsible for accuracy of the Design, Drawings, estimate and all other details prepared by him as part of these services. The consultant shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The</p>	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
	Clause 6.10.1/ Pg No. 75 General, to the extent applicable to the Assignment	(b) The Consultant shall be fully responsible for the accuracy of reports, plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the reports, designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.	Consultant will also be responsible for correcting, at his own cost and risk, if required during the execution of the Services. (b) The Consultant shall be fully responsible for the accuracy of reports, plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the reports, designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.	
Antea Group				
78.	Clause 2.6.2, Page No 16	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	Taking into consideration that executing this largescale project will require multidisciplinary expertise, request you to kindly permit participation in Bidding considering JV/ consortium with maximum of 3 members. It is also requested that the turnover criteria be fulfilled by the lead member Suggestions: JV/ consortium with maximum of 3 members should be Permitted.	Provisions of RFP hold good Consortium not allowed
79.	Clause 2.9, Page No 24	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 OR Consultancy Assignments like feasibility study, DPR, policy document, vision document in the sector related to Logistics/Inland waterways/Coastal shipping and Ports	Will Projects related to Masterplan Design and Preliminary Engineering of Industrial Townships/clusters with logistics facility as one of the components be considered as eligible assignment? Suggestions: Kindly consider Consultancy Assignments like feasibility study, DPR, policy document, vision document, Masterplan in the sector related to Logistics/Inland waterways/Coastal shipping and Ports / Industrial Townships/Clusters/SEZ projects with logistics sector	Provisions of RFP hold good.
80.	Clause 2.9.3, Page No 24	The Applicant should have an average annual turnover of Rs. 40 Crore or more in the past three Financial Years.	Suggestions: Considering Covid situation kindly reduce the turnover criteria to minimum 20 cr.	Provisions of RFP hold good
81.	Clause 1.3, Page No 8	The Consultant will be selected on the Quality and Cost Based Selection (QCBS) process with 70% weightage to technical proposal and 30% to financial proposal	Suggestions: We request to kindly consider changing the weightage with 80% weightage to technical proposal and 20% to financial proposal	Technical = 75% Financial = 25% Refer Corrigendum -1

#	Clause No., Page no	Existing Clause	Queries	Replies
Grant Thornton LLP				
82.	CI No.: 2.9.4 & page No.: 24 of 83	(1) Completion Certificate issued by the Client for the Assignment OR Statutory Auditors certificate for execution of work and receipt of full fee regarding the Eligible Assignment	Suggestions: Request you to kindly consider the below given definition as Eligible Project for the evaluation in technical evaluation criteria. Ongoing projects shall also be considered as “Eligible Project” if the fees from respective Project collected is more than 50 Lakh on or before bid due date. Long term (at least 12 months) project focused on Project Management Consultancy / Transaction advisory / Project Management Unit/ Project Monitoring Unit in the sector related to Logistics / Inland waterways/ Infrastructure Coastal shipping and Ports where the bidder has completed minimum 06 month of Project duration and has received the fees of minimum Rs 50 lacs shall be considered as eligible project. OR Consultancy Assignments like feasibility study, DPR, policy document, vision document in the Member firm of Grant Thornton International Ltd Grant Thornton Bharat LLP is registered with limited liability with identity number AAA-7677 and has its registered office at L-41 Connaught Circus, New Delhi, 110001. Offices in Ahmedabad, Bengaluru, Chandigarh, Chennai, Dehradun, Gurugram, Hyderabad, Kolkata, Kochi, Mumbai, New Delhi, Noida and Pune www.granthornton.in sector related to Logistics/ Inland waterways /Coastal shipping and Ports where the bidder has completed minimum 06 month of Project duration and has received the fees of minimum Rs 50 lacs shall be considered as eligible project.	Provisions of RFP hold good
83.	Page No.: 19 of 83	Team Leader (max 6 Marks) No. of completed year of experience in eligible assignment 10 years – 5 marks 11 years and above – 6 marks	Suggestions: Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com / BBA And Full time Regular MBA / PGDM / PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arc	Bachelors degree for BBA will be considered eligible Refer Corrigendum -1
84.	Page No.: 19 of 83	Associate – 2 Nos (Max 4 Marks for each Associate totaling to 8 Marks) No. of completed years of experience in Eligible Assignment for each associate: 5 years – 3 Marks 6 years and above – 4 Marks	Suggestions: Full time Regular BE./ B.Tech/ B.Arch./ B. Plan/ B Com / BBA And Full time Regular MBA / PGDM / PGDBM/ M. Plan / (Urban Planning / Transport Planning) / M. Arch At least 05 years of experience in Government consulting. Undertaken a project focused on Project	Bachelors degree for BBA will be considered eligible



#	Clause No., Page no	Existing Clause	Queries	Replies
			Management Consultancy/ Project Monitoring Unit /Transaction Advisory/ Project Management Unit in the sector related to Logistics/ inland Waterways/ Coastal Shipping and Ports / Infrastructure sector	Refer Corrigendum -1
85.	Page No.: 20 of 83	Analyst – 13 Nos. (Max 2 Marks for each Analyst totaling to 26 Marks) No. of completed years of experience in Eligible Assignment for each Analyst: 3 years: 1.5 Marks 4 years and above – 2 Marks	Suggestions: At least 3 years of experience in the maritime sector/ Infrastructure sector with background of Project Management and liasoning with various Government Department. Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com / BBA	Bachelors degree for BBA will be considered eligible Refer Corrigendum -1
86.	Cl No.: 6.6.1.2 & Page No. 74 of 83	Removal and / or Replacement of Personnel (e) Non-performing team members shall be replaced within 7 days of receiving notice from MoPSW	Suggestions: Non-performing team members shall be replaced within 45 days of receiving notice from MoPSW	“If a Consultant is being replaced, either by the Firm or on instructions of the MoPSW, CV of substitute shall be provided within 7 days and the replacement of Consultant will have to be onboarded within 30 days with the consent of MoPSW.” Refer Corrigendum -1
87.	Cl No.: 6.10.1 & Page No.: 75 of 83	General, to the extent applicable to the Assignment (a) The Consultant shall be responsible for accuracy of the Design, Drawings, estimate and all other details prepared by him as part of the services. The consultant shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The	Suggestions: Clause may be deleted.	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
		Consultant will also be responsible for correcting, at his own cost and risk if required during the execution of the Services (b) The Consultant shall be fully responsible for the accuracy of reports, plans and drawings. The Consultant shall indemnify the Client against any inaccuracy against any inaccuracy / deficiency in the reports, designs and drawings noticed and the client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultant		
88.	CI No.:6.11 & Page No.: 76 of 83	Penalty due to Non-timely Substitution of Resources If the firm fails to provide a replacement of key personnel within 30 days or fails to provide CV of the substitute within 7 days then an amount equal to 1.5 times of the monthly remuneration of the nonavailable Key personnel will be deducted from the monthly payment of the Firm and no remuneration of the Key personnel for that period will be paid	Suggestions: Clause may be deleted.	Provisions of RFP hold good.
89.	CI No.: 1.3 & Page No.: 7 of 83	The Consultant will be selected on the Quality and Cost Based Selection (QCBS) process with 70% weightage to technical proposal and 30% to financial proposal.	Suggestions: To select the competent bidder greater weightage shall be given to technical score of the bidder, technical score shall be given 80% weightage and financial as 20% weightage. The clause maybe modified as mentioned below: The Consultant will be selected on the Quality and Cost Based Selection (QCBS) process with 80% weightage to technical proposal and 20% to financial proposal.	Technical = 75% Financial = 25% Refer Corrigendum -1
CRISIL				
90.	2.7.3	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 OR Consultancy Assignments like feasibility study, DPR, policy document, vision document in the sector related to Logistics/Inland waterways/Coastal shipping and Ports	Request/ Suggestions: We request for inclusion of business summit experience to be included in Eligible assignment definition. The revised criteria will be as follows: 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 OR	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
			Consultancy Assignments like feasibility study, DPR, policy document, vision document, business summits in the sector related to Logistics/Inland waterways/Coastal shipping and Ports	
91.	2.7.3	Definition of Minimum Qualification Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com and Full time Regular MBA / PGDM / PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arch	We request for inclusion of “Equivalent to MBA” in Minimum Qualification definition. The revised Minimum Qualification criteria will be as follows: Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com and Full time Regular MBA / Equivalent to MBA / PGDM / PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arch	Provisions of RFP hold good
92.	2.7.3	Definition of Minimum Work Experience – 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	We request the authority to include the sectors like roads, railways and other allied sectors in the Minimum Work Experience definition. The revised Minimum Qualification criteria will be as follows: 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/ Roads/ Railways/ Other allied sectors	Provisions of RFP hold good
93.	2.16.4	Proposal Due Date (P): 26th April 2023, 1500 hrs IST	We request the authority to provide an extension for 4 weeks on the due date.	Due date for bid submission extended to 8 th May 2023
94.	2.15.3	The Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.	We request for the deletion as cannot restrict the right of a bidder to seek legal remedy in case of arbitrary and unilateral decision making.	Provisions of RFP hold good
95.	2.15.4	All information collected, analyzed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.	We request deletion of this clause as confidential information of past projects, personal information of workers etc. is being given.	Provisions of RFP hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
			All information submitted should be returned/destroyed after bidding process in case of unsuccessful candidates.	
96.	6.4.1	(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of fifteen (15) days, after being notified or within such further period as the Client may have subsequently approved in writing;	We request to suggest increase of remedial period to 2 months.	Provisions of RFP hold good
97.	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 RFP hold good
98.	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 RFP hold good
99.	6.5.7	Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law	We request that the Limitation of Liability clause to be added.	Provisions of RFP hold good
100	6.10	Responsibility for accuracy of project documents	We request deletion of this clause as such a responsibility is difficult to be undertaken by the Consultant.	Provisions of RFP hold good
101	6.11	If the Firm fails to provide a replacement of the Key Personnel within 30 days or fails to provide CV of the substitute within 7 days then an amount equal to 1.5 times of the monthly remuneration of the non-available Key personnel will be deducted from the monthly payment of the Firm and no remuneration of the Key personnel for that period will be paid.	We suggest having a cap on total liquidated damages - 5% of contract value.	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
102	6.13.2	<p>Indemnity –</p> <p>(a) the breach by the Consultant of any obligations specified in relevant clauses hereof;</p> <p>(c) any Services related to or rendered pursuant to the Contract</p>	<p>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.</p>	<p>Provisions of RFP hold good</p>
103	6.13.11	<p>Counterparts</p>	<p>We request below clause to be added to the contract: Economic and Trade Sanctions 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. 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</p>	<p>Provisions of RFP hold good</p>



#	Clause No., Page no	Existing Clause	Queries	Replies
			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 nonperformance 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. Each Party shall, adhere to applicable anti-bribery and corruption laws. Each Party shall, immediately upon becoming aware of them, give the other Party all details of any noncompliance with sub-clauses (a) and (b). 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.	
104	6.5.7.a (i)	ai) for any indirect or consequential loss or damage; and	We request the disclaimer to be absolute. Suggest this to be replaced with separate clause as follows: "In no event will Consultant or its affiliates be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages."	Provisions of RFP hold good
105	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 RFP hold good
106	6.5.7. (b)	“...damage to Third Parties caused..”	Suggest to be replaced with "infringement of intellectual property rights of Third Parties"	Provisions of RFP hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
107	2.9.4	(1) Completion Certificate issued by the Client for the Assignment	Please allow for CA certified payment certificate.	Provisions of RFP hold good
108	Section 9 Pact Duration	This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.	Business to take note of term.	Provisions of RFP hold good
109	Section 3 – 6.5.7	Limitation of the Consultant's Liability towards the Client a) Except in case of negligence or willful misconduct on the part of 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:	Business to note and seek business head approval. Noted there is a cap on liability and indirect liability is excluded. We do not accept any exclusions like negligence, willful misconduct or third party claims to the cap on liability.	Provisions of RFP hold good
110	Section 3 - 6.9	In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator	We request the clause to be deleted as only sole arbitrator should be there as it is more cost effective and time saving.	Provisions of RFP hold good
111	New clauses to be added	Limited Liability clause	We request AUTHORITY to add the Limited Liability clause as stated below:- "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. 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."	No New Clause
112	New clauses to be added		We request the authority to include this new clause. Anti - Bribery and 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	No New Clause



#	Clause No., Page no	Existing Clause	Queries	Replies
			<p>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 SI. No. Clause in RFP Description of the clause Request 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 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. (b) Each party shall, adhere to applicable anti-bribery and corruption laws. (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). 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>	
113	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</p>	No new Clause



#	Clause No., Page no	Existing Clause	Queries	Replies
			(“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 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.	
114	New clauses to be added	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 New Clause
115	New clauses to be added	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 New Clause
Voyants Solutions Private Limited				
116	Clause 2.7, Sn. 5) Requirement of Key Personnel as	Requirement of Key Personnel as Core Team: A team of minimum 16 members as per the following composition Team Leader – 1 Associates – 2 Analyst - 13	We request to the Authority, kindly clarify the Man-months requirement for the Proposed Key Experts.	Team leader – 36 man months Associates – 72 man months



#	Clause No., Page no	Existing Clause	Queries	Replies
	Core Team, Page No. 19			Analysts – 468 man months Refer Form 4B : Summary of Costs
117	2.9 Eligible Assignments and Minimum Eligibility Criteria, Page No. 24	Consultancy Assignments like feasibility study, DPR, policy document, vision document in the sector related to Logistics/Inland waterways/Coastal shipping and Ports	We request to the Authority, kindly amend the Clause to “Consultancy Assignments like feasibility study / DPR / policy document / vision document in the sector related to Logistics / Inland waterways / Coastal shipping and Port.”	Accepted.
118	Clause 2.16.5	The RFP Processing Fee for this RFP is Rs. 47,200 /- (Rupees Forty Seven Thousand Two Hundred only) and the Bid Security for this RFP is Rs. 20,00,000/- (Rupees Twenty Lakh only). The RFP Processing Fee and Bid Security need to be paid by the bidder through online payment mode as provided on the e-tendering portal	We request to the Authority, kindly allow Bank Guarantee for submission of Bid Security.	Provisions of RFP hold good
119	General	Consortium / Joint Venture	We request the Authority, kindly allow Joint Venture to enhance the qualification of Consultants for Healthy competition.	Provisions of RFP hold good. Consortium / JV not allowed
Price Waterhouse Coopers Private Limited				
120	Clause 2.7.3. (4) (i) Page 18	The Key proposed personnel must be permanent full-time employees of the firm or hired on contract by the firm	We request clarification on whether the contract for the key proposed personnel is required to be signed before the submission of the proposal or whether it can be signed at a later stage i.e. after the assignment contract is executed.	Provisions of RFP hold good
121	Clause 1.3 Page 8	The Consultant will be selected on the Quality and Cost Based Selection (QCBS) process with 70% weightage to technical proposal and 30% to financial proposal.	We request the criteria for QCBS to be revised to 80% weightage to technical proposal and 20% to financial proposal.	Technical – 75% Financial – 25% Refer Corrigendum -1

#	Clause No., Page no	Existing Clause				Queries	Replies									
122	Clause 2.7.3. (5) Page 20	<table border="1"> <thead> <tr> <th>Position</th> <th>Minimum Qualification</th> <th>No of Personnel</th> <th>Minimum Work Experience</th> </tr> </thead> <tbody> <tr> <td>Analysts</td> <td>Full time Regular BE./ B.Tech/ B.Arch/ E. Plan/ B Com</td> <td>13 (To be placed at all Coastal States/ Union Territories)</td> <td>At least 3 years of experience in the maritime sector with background of Project Management and liaisoning with various Government Department.</td> </tr> </tbody> </table>	Position	Minimum Qualification	No of Personnel	Minimum Work Experience	Analysts	Full time Regular BE./ B.Tech/ B.Arch/ E. Plan/ B Com	13 (To be placed at all Coastal States/ Union Territories)	At least 3 years of experience in the maritime sector with background of Project Management and liaisoning with various Government Department.	While we understand that 13 analysts will be placed at coastal districts, seek further details on deployment locations by analyst count for each location/ district.	Refer Clause 5.2 (2) on Page 61				
Position	Minimum Qualification	No of Personnel	Minimum Work Experience													
Analysts	Full time Regular BE./ B.Tech/ B.Arch/ E. Plan/ B Com	13 (To be placed at all Coastal States/ Union Territories)	At least 3 years of experience in the maritime sector with background of Project Management and liaisoning with various Government Department.													
123	Clause 2.7.3. (5) Page 19	<table border="1"> <thead> <tr> <th>Position</th> <th>Minimum Qualification</th> <th>No of Personnel</th> <th>Minimum Work Experience</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td>Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com and Full time Regular MBA / PGDM / PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arch</td> <td>1 (To be placed at New Delhi)</td> <td>Atleast 10 years of experience in Government consulting. 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</td> </tr> <tr> <td>Associates</td> <td>Full time Regular BE./ B.Tech/ B.Arch/ B. Plan / B Com and Full time Regular MBA /PGDM/ PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arch</td> <td>2 (To be placed at New Delhi)</td> <td>Atleast 5 years of experience in Government consulting. 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</td> </tr> </tbody> </table>	Position	Minimum Qualification	No of Personnel	Minimum Work Experience	Team Leader	Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com and Full time Regular MBA / PGDM / PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arch	1 (To be placed at New Delhi)	Atleast 10 years of experience in Government consulting. 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	Associates	Full time Regular BE./ B.Tech/ B.Arch/ B. Plan / B Com and Full time Regular MBA /PGDM/ PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arch	2 (To be placed at New Delhi)	Atleast 5 years of experience in Government consulting. 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	We request to also include BA and BSc in addition to BE./ B.Tech/ B.Arch/ B. Plan/ B Com as specialization in Full time Regular degree in Graduation for the position of Team Leader & Associates.	Bachelors in BSc considered eligible for position of Team Leader and Associates Refer Corrigendum -1
Position	Minimum Qualification	No of Personnel	Minimum Work Experience													
Team Leader	Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com and Full time Regular MBA / PGDM / PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arch	1 (To be placed at New Delhi)	Atleast 10 years of experience in Government consulting. 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													
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Position	Minimum Qualification	No of Personnel	Minimum Work Experience													
Team Leader	Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com and Full time Regular MBA / PGDM / PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arch	1 (To be placed at New Delhi)	Atleast 10 years of experience in Government consulting. 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													
Associates	Full time Regular BE./ B.Tech/ B.Arch/ B. Plan / B Com and Full time Regular MBA /PGDM/ PGDBM/ M.Plan / (Urban Planning / Transport Planning) / M.Arch	2 (To be placed at New Delhi)	Atleast 5 years of experience in Government consulting. 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													

#	Clause No., Page no	Existing Clause	Queries	Replies								
125	Clause 2.7.3. (5) Page 19	Qualification degree received through Distance Education / Executive Program / Online Program / Part-time will not be considered for evaluation.	Request to also include 'Executive MBA from tier -1 institute' as post-graduation qualification degree.	Provisions of RFP hold good Executive MBA will not be considered								
126	Clause 2.7.3. (5) Page 20	<table border="1"> <thead> <tr> <th>Position</th> <th>Minimum Qualification</th> <th>No of Personnel</th> <th>Minimum Work Experience</th> </tr> </thead> <tbody> <tr> <td>Analysts</td> <td>Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com</td> <td>13 (To be placed at all Coastal States/ Union Territories)</td> <td>At least 3 years of experience in the maritime sector with background of Project Management and liasoning with various Government Department.</td> </tr> </tbody> </table>	Position	Minimum Qualification	No of Personnel	Minimum Work Experience	Analysts	Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com	13 (To be placed at all Coastal States/ Union Territories)	At least 3 years of experience in the maritime sector with background of Project Management and liasoning with various Government Department.	We request to also include BA and BSc in addition to BE./ B.Tech/ B.Arch/ B. Plan/ B Com as specialization in Full time Regular degree in Graduation for the position of Team Leader & Associates.	Bachelors in BSc considered eligible for position of Analyst Refer Corrigendum -1
Position	Minimum Qualification	No of Personnel	Minimum Work Experience									
Analysts	Full time Regular BE./ B.Tech/ B.Arch/ B. Plan/ B Com	13 (To be placed at all Coastal States/ Union Territories)	At least 3 years of experience in the maritime sector with background of Project Management and liasoning with various Government Department.									
127	Clause 5.2, Page 61	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 RFP hold good								
128	Cl 2.16.5 Pg 31	RFP Procurement Cost/ Tender Fees	Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.	Provisions of RFP hold good. The amount that is being charged is not Tender Document cost but Tender Processing fee								
129	Cl 6.5.7, Page 80	Limitation of Liability	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. Client may consider including the following language: <i>"Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of</i>	Provisions of RFP hold good								



#	Clause No., Page no	Existing Clause	Queries	Replies
			<i>profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</i>	
130	Cl 6.5.7, Page 80	Limitation of Liability	Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	Provisions of RFP hold good
131	Cl 6.5.7, Page 80	Limitation of Liability	Client is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and MeitY guidelines and also the industry standard. Even the Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause: <i>"Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</i>	Provisions of RFP hold good
132	Clause 6.5.3 at page 73/ Cl 2.15.4 Pg 30	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: <i>"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."</i>	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
133	Clause 6.5.3 at page 73/ Cl 2.15.4 Pg 30	Confidentiality Obligations	<p>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. Client is therefore requested to kindly include the following clause:</p> <p><i>"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."</i></p>	Provisions of RFP hold good
134	Clause 6.5.3, Page 73	Confidentiality Obligations	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	Provisions of RFP hold good
135	Clause 6.13.2 at page 77/ Cl 6.10.1 Pg 75	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 RFP hold good
136	No clause in RFP.	Indemnity	<p>Request inclusion of the following clause -</p> <p>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</p>	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
			determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.	
137	Clause 6.13.2 at page 77	Indemnity	<p>We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p>"1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</p> <p>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."</p>	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
138	No clause in RFP.	Indemnity	<p>Request inclusion of the following clause:</p> <p>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, 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</p>	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
			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 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).	
139	Cl 2.6.3 Pg 16/ Cl 6.5.2 Pg 73	Conflict of interest	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note 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 RFP hold good
140	Cl 6.4.5 Pg 72/Section 4 (2) Pg 53	Liquidated damages	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	Provisions of RFP hold good
141	Cl 6.4.5 Pg 72	Liquidated damages	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	Provisions of RFP hold good
142	No clause in RFP. Please include in pre-bid.	Liquidated damages	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	Provisions of RFP hold good
143	Cl 6.11 Pg 76	Penalty due to Non-timely Substitution of Resources	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, Client is requested to allow exceptions to this clause and make	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
			penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.	
144	Clause 2.4a, Page 16	IPR	<p>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. This is also the standard mentioned by Meity in its guidelines.</p> <p>"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."</p>	Provisions of RFP hold good
145	Point (11) Form 3A at page 37	Declaration regarding pending investigation by regulatory authority/criminal investigation against the Company/ directors/ partners	We request 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	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
			any professional project/work executed/being executed by bidder .	
146	Clause 2.6.5 at page 17, Point (5) Form 3A at page 36	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 RFP hold good
147	No clause in RFP. Please include in pre-bid.	No third-party disclaimer	<p>We will be providing services and deliverables to the client under the contract. We accept no liability to anyone, other than client, in connection with our services, unless otherwise agreed by us in writing.</p> <p>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.</p>	Provisions of RFP hold good
148	No clause in RFP. Please include in pre-bid.	Acceptance	<p>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:</p> <p>“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</p>	Provisions of RFP hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
			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."	
149	Clause 5.3, Page 61	Timeline, Payment terms and other conditions	Seek more clarity on the acceptance criteria, timelines, and acceptance process.	Provisions of RFP hold good
150	Clause 5.4 Page 62	Methodology of Payment	Seek more clarity on the acceptance criteria, timelines, and acceptance process.	Provisions of RFP hold good
151	Clause 6.11 Page 76	Penalty due to Non – Timely Substitution of Resources	Request relaxation/ lower penalty cap on the penalty clause	Provisions of RFP hold good