



Request for Proposal (RFP) for Appointment of Techno-Project Consultant for assisting Implementation of Initiatives under PM GatiShakti NMP in the MOPSW PM GATISHAKTI CELL

Minutes of Pre-Proposal Meeting

The Pre-proposal meeting was held on 06th April 2023 at 2:00 pm in Hybrid mode. 11 Consultancy firms namely Allvy, Ascella, OTSI, PwC, Deloitte, EY, Grant Thornton, Black Brix, Voyants, Antea Group and Capital Fortunes. The queries received 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
ALLVY				
1.	Page No. 18, Clause No. 2.7.3 (5)	Manager – IT – 2 Atleast 2-3 years of experience in website development, Must Have knowledge of GIS Software QGIS / ArcGIS /Google Earth/ Keyhole Markup Language etc.)	We request you to change clause as below; 1 IT manager with at least 4-5 years of experience in website Development and 1 IT manager with at least 4-5 years of experience in GIS development. Must Have knowledge of GIS Software QGIS / ArcGIS /Google Earth / Keyhole Markup Language etc.) Suggestions: Our proposal for the job description is to hire a Manager IT and a GIS Developer, instead of two IT Managers. Our rationale is that it is difficult to find an individual with expertise in two distinct core domains. Therefore, we believe that having two specialized resources in different areas would be more advantageous for the organization.	Atleast 2-3 years of experience in GIS Software QGIS / ArcGIS /Google Earth/ Keyhole Markup Language etc.). Must have developed at least one published website. (Refer Corrigendum-1)
2.	Page No. 18, Clause No. 2.7.3 (5) & Page No. 58, Clause No. 5.2 (2)	Manager – IT - 2 (To be based at New Delhi) Consultant will be stationed at Ministry of Ports, Shipping and Waterways (MoPSW) for the entire duration of assignment	We understand that the Manager IT -2 positions are to be based at New Delhi. However, it is not clear whether all four consultants are also required to be based at New Delhi.	All four team members will be based at MoPSW in New Delhi. (Refer Corrigendum -1)



#	Clause No., Page no	Existing Clause	Queries	Replies
3.	Page No. 57, Clause No. 5.1	Ministry of Ports, Shipping and Waterways (MoPSW) intends to hire a team of Consultant through Sagarmala Development Company Limited (SDCL) for the development of BISAG N portal with layers and tools information by coordinating with Major Ports / States Agencies in/ coordination with BISAG N.	We understand that the role and responsibilities of the consultant team will be primarily responsible for working on the data layers and tools on the existing portal developed by BISAG N. kindly confirm.	Yes. However some modifications and upgrade of portal may also be required as per direction of MoPSW
4.	Page No. 58, Clause No. 5.3	Payment Terms:	We request you to change this clause as below: “After 1 month of Mobilization of entire team at MoPSW and satisfactory performance & on monthly basis till the end of the contract” Suggestions: We would like to propose revisiting the payment arrangement and exploring the option of transitioning to a monthly payment schedule. This change would provide more flexibility and cash flow for business operations, while also mitigating potential financial risks associated with a longer payment cycle.	Payment to Consultant will be on Quarterly basis Consultant has to maintain daily Attendance register for its members and this shall be countersigned by any authorized official of Sagarmala Wing of MoPSW (Refer Corrigendum-1)
5.	Page No. 58, Clause No. 5.2 (2)	Minimum Work Experience for Team leader and Project Manager Experience in handling projects related to Urban Infrastructure, Ports & Logistics sector in design, planning and implementation.	We request you to change this clause as below: Experience in handling projects related to Urban Infrastructure / Ports & Logistics sector in design, planning and implementation.	Agreed (Refer Corrigendum-1)
6.	Page No. 23, Clause No. 4.1.(a)	1 Eligible Assignment - 30 Marks 2 Eligible Assignments - 35 Marks 3 or more Eligible Assignments - 40 Marks	1 Eligible Assignment (Min.Value 0.75 cr) -30 Marks 2 Eligible Assignments (Min.Value 0.75 cr) -35 Marks 3 or more Eligible Assignments (Min.Value 0.75 cr) – 40 Marks	Provisions in RFP hold good



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7.			For the best practice for quality management, information security, and IT service management. Suggested to including these ISO 9001:2015 / ISO 27000-1 : 2013 / ISO 20000-1 : 2018 / ISO 20000-1 : 27001 certifications in the RFP, it will help to ensure that the project is executed with the highest level of quality and security standards	Provisions in RFP hold good
Kalinth Advisors Private Limited (Black Brix®)				
8.	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.) 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. Applicant can apply only on sole basis and should be registered in India; consortium is allowed	Provisions of RFP document hold good
EY				
9.	2.9.3 Financial Capacity	The Applicant should have an average annual turnover of Rs. 8 Crore or more in the past three Financial Years.	Please clarify: Is this the overall turnover of the Firm? OR It is specific such as only from IT/ITeS domain/Consultancy, etc. Suggestion:	Here the reference is to Overall turnover of the Firm

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			It is suggested that the turnover of the bidder should be minimum Rs. 500 crores.	
10.	6.5.3 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.	<p>Suggestions: Kind request to add the following clause to the existing clause: Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it:</p> <p>(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 must be disclosed under applicable law, legal process or professional regulations.</p>	Provisions of RFP document hold good
11.	6.5.5 Reporting obligations	The Consultants shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.	<p>Suggestion: Kind request to add the following clause to the existing clause: Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, 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</p>	This clause stands deleted (Refer Corrigendum-1)



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			disclosure externally outside your organization. Client may not rely on any draft Report and consultant shall not be required to update its Final Report.	
12.	6.5.7	<p>Limitation of the Consultant's Liability towards the Client</p> <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,</p> <p>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</p> <p>(ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	<p>Suggestion: Kind request to amend the clause as: The limitation of liability should be capped at 10% of the total value of the project.</p>	Provisions of RFP document hold good
13.	6.4.2 Termination of contract by	The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:	<p>Suggestion: Kind request to add the following to the existing clause:</p>	Provisions of RFP document hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
	the Consultants	<p>(a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within thirty (30) days after receiving written notice from the Consultants that such payment is overdue; or</p> <p>(b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p>	<p>Bidder may terminate this Agreement, or any particular Services, immediately upon written notice to Client if bidder reasonably determine that bidder can no longer provide the Services in accordance with applicable law or professional obligations.</p>	
14.	6.3.5 Force Majeure	<p>Definition: For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.</p>	<p>Suggestion: Kind request to add the following clause to the existing clause: (i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party’s personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. (ii) Where bidders’ Personnel are required to be in present at Client’s premises, Bidder will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (a) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (b) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or</p>	<p>Definition: For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, health pandemic,</p>



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			(c) the bidder resources determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.	earthquake, fire, explosion, storm, flood or other adverse weather conditions. (Refer Corrigendum-1)															
15.	Section 1: Letter of Invitation	Important Dates: Proposal Due Date 24th April 2023, 15:00 hrs IST	We request for an extension by at least 2 weeks, post release of corrigendum/response to pre-bid queries. This is in line with MeitY recommendations.	Extension till 1 st May 2023															
16.	2.9.4 Documentary evidence to substantiate/support Eligible Assignments	The presentation will be made by the Team Leader and Key Personnel proposed. Copy of the presentation signed by the authorized representative shall be submitted one day before of the presentation day. Final Technical Evaluation scores will be assigned after the presentation.	Request clarification on: The resources attending presentation shall be deployed on the assignment OR the same can be replaced during the deployment?	Provisions of RFP hold good															
17.	5.3 Payment Terms	25% of payment shall be made in 4 tranches in 6, 12, 18 and 24 months. <table border="1"> <thead> <tr> <th>S.No</th> <th>Milestone</th> <th>Fee Payment (Cumulative)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>After 6 months of Mobilization of entire team at MoPSW and satisfactory performance</td> <td>25%</td> </tr> <tr> <td>2</td> <td>After 12 months of Mobilization of entire team at MoPSW and satisfactory performance</td> <td>25%</td> </tr> <tr> <td>3</td> <td>After 18 months of Mobilization of entire team at MoPSW and satisfactory performance</td> <td>25%</td> </tr> <tr> <td>4</td> <td>After 24 months of Mobilization of entire team at MoPSW and satisfactory performance</td> <td>25%</td> </tr> </tbody> </table>	S.No	Milestone	Fee Payment (Cumulative)	1	After 6 months of Mobilization of entire team at MoPSW and satisfactory performance	25%	2	After 12 months of Mobilization of entire team at MoPSW and satisfactory performance	25%	3	After 18 months of Mobilization of entire team at MoPSW and satisfactory performance	25%	4	After 24 months of Mobilization of entire team at MoPSW and satisfactory performance	25%	Suggestion: It is suggested to change the payment terms to following: The payment terms to be changed to either monthly or quarterly basis i.e. 12.5% per quarter for 8 quarters.	Payment to Consultant will be on Quarterly basis Consultant has to maintain daily Attendance register for its members and this shall be countersigned by any authorized official of Sagarmala Wing of MoPSW
S.No	Milestone	Fee Payment (Cumulative)																	
1	After 6 months of Mobilization of entire team at MoPSW and satisfactory performance	25%																	
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				(Refer Corrigendum-1)
18.	5.4 Methodology of Payment	Payment to the consultant will be made by SDCL after satisfactory completion of respective deliverables and receipt of approval from MoPSW.	Request clarification on: The deliverables to be submitted during the payment milestones.	Since this is a PMU, here deliverables are ongoing and as per instructions of MoPSW who will be approving the milestone payments
19.	-	-	Please clarify, if the similar kind of work has been done before. If yes, request to provide the details.	Clarified in the pre-bid meeting
OTSI				
20.	2.9.4 Documentary evidence to substantiate/s support Eligible Assignments / Page No. 22 and 23	S.N. 1 Firm's Experience-40 marks: 1 Eligible Assignment-30 Marks 2 Eligible Assignments-35 Marks 3 or more Eligible Assignments-40 Marks	Request for amendment as- Eligible Assignment value is: <ul style="list-style-type: none"> ▪ > 5 Crores and < 8 Crores : 30 Marks ▪ > 8 Crores and < 10 Crores: 35 Marks ▪ > 10 Crores: 40 Marks 	Provisions of RFP hold good
21.	2.7- Preparation of Proposal & 2.7.3 (Sl. No 5- Requirement of Key Personnel as Core Team)/ Page No.17	Team Leader- Engineering or Architecture or Science Graduates with specialization in application of Spatial technologies OR Masters in Geo Informatics/ Remote Sensing Minimum Work Experience: At least 5 years of experience in handling projects related to Urban Infrastructure, Ports & Logistics sector in design, planning and implementation Can Read-Write-Speak in English and Hindi.	Request for amendment as- Engineering or Architecture or Science Graduates with specialization in GIS based IT application or application of Spatial technologies OR Masters in Geo Informatics/ Remote Sensing Minimum Work Experience: At least 5 years of experience in handling projects related to IoT / Urban Infrastructure/Ports & Logistics sector in	Team Leader- Engineering or Architecture or Science Graduates with specialization in GIS based IT application or application of Spatial technologies



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			design, planning and implementation Can Read-Write-Speak in English and Hindi.	OR Masters in Geo Informatics/ Remote Sensing/ Planning Minimum Work Experience: At least 5 years of experience in handling projects related to Urban Infrastructure/ Ports & Logistics sector in design, planning and implementation Can Read-Write-Speak in English and Hindi. (Refer Corrigendum-1)
22.	2.7- Preparation of Proposal & 2.7.3 (Sl. No 5- Requirement of Key Personnel as Core Team)/ Page No.17/	<p>Project Manager- Engineering or Architecture or Science Graduates with specialization in application of Spatial technologies OR Masters in Geo Informatics/ Remote Sensing</p> <p>Minimum work experience- At least 3 years of experience in handling projects related to Urban Infrastructure, Ports & Logistics sector in design planning and implementation, Experience in report preparation, presentations preparation and data management</p>	<p>Request for amendment as-</p> <p>Engineering or Architecture or Science Graduates with specialization in GIS based IT application or application of Spatial technologies OR Masters in Geo Informatics/ Remote Sensing</p> <p>Minimum work experience-</p>	<p>Project Manager- Engineering or Architecture or Science Graduates with specialization in GIS based IT application or application of</p>



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			<p>At least 3 years of experience in handling projects related to IoT/Urban Infrastructure/Ports & Logistics sector in design planning and implementation,</p> <p>Experience in report preparation, presentations preparation and data management</p>	<p>Spatial technologies OR Masters in Geo Informatics/ Remote Sensing/ Planning</p> <p>Minimum work experience- At least 3 years of experience in handling projects related to Urban Infrastructure/ Ports & Logistics sector in design planning and implementation, Experience in report preparation, presentations preparation and data management (Refer Corrigendum-1)</p>
Antea India Private Limited				
23.	Clause 2.7.3, 4 (i) Page No 16	The Key proposed personnel must be permanent full-time employees of the firm or hired on contract by the firm	Suggestion: Kindly permit Key Personnel to be Staff who have given consent to join on award of work.	Provisions of RFP hold good
24.	Clause 2.11.2, Page No 26	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	Suggestion: Kindly consider substitution of more than 1 key personnel, with equally or better qualified and experienced personnel in case of exceptional circumstances	Provisions of RFP hold good



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		by only equally or better qualified and experienced personnel.		