



RFP for Appointment of Consultant for conducting a detailed study to build upon Coastal Economic Zone (CEZ) and suitably modify National Perspective Plan & Implementation Plan in consultation with ports

Replies to Pre-Proposal Meeting Queries

The replies to queries raised by the Applicants at the Pre-Proposal Meeting held on 18th February 2022 are provided as below. Applicant are requested to refer the Replies and corrigendum in details before submitting their applications.

S. N.	Clause No., Page no	Existing Clause	Queries	Replies
1.	Clause 2.7.3 (4) Page 15	Key Personnel – The Key proposed personnel must be permanent full-time employees of the firm or hired on contract by the firm	Can the Key personnel be an associate with a long-term contract or a retainer?	Yes, the key personnel can be an associate with a long-term contract or a retainer as per the requirement of the assignment.
2.	Clause 2.9.2. Page 20	Technical Capacity – The Applicants should have successfully completed at least One (1) Eligible Assignments in the past 7 years prior to Proposal Due Date with a contract value not less than Rs. 80 lacs	By “Contract Value” does it mean the fees of the Consultant	Yes, Contract Value means fees/payment received for completed Eligible Assignment as defined in RFP from Client/ Authority.
3.	Critical Data Sheet, clause 3, page 8	Proposal Due Date (P) 04th March 2022, 1500 hrs IST	Request to extend Bid proposal due date by two weeks at least.	Refer Corrigendum – I in this regard.
4.	Clause 5.4 Deliverable-II, Page 61	Preferably two locations one on East Coast and other on West Coast to be shortlisted based on the above criteria to be taken up for detailed assessment	Please clarify whether said locations have already been shortlisted by SDCL (as Deendayal Port Trust, Syama Prasad Mookerjee Port Trust & V. O. Chidambaram Port Trust) or consultant has to shortlist based on detailed assessment.	The consultant needs to carry out their own assessment and shortlist the location based on Scope of Work as mentioned in the RFP and Corrigendum - I.



S. N.	Clause No., Page no	Existing Clause	Queries	Replies
5.	Point 2.6.2 of Clause 2.6; Page 13 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	<p>Query:</p> <p>Request for allowed consortium/Joint Ventures so as to allow Organisations with suitable technical experience to participate and the make the process more competitive and especially for MSMEs and start-ups in compliance with S.O.581(E) published under Gazette of India as “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012”.</p> <p>Also Our team has rich prior experience working in Ports and coastal sector and we carry rich on-ground geographical across sectors.</p> <p>Suggestion:</p> <p>We request that the text be altered to “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 or consortium and should be registered in India; consortium is allowed”</p>	Provisions of the RFP Document hold good
6.	Important Dates Page No. 8	Proposal Due Date (P)	In order to submit our best techno-commercial bid, we request the client to extend the due date of submission by 14 days from	Refer Corrigendum – I in this regard.



S. N.	Clause No., Page no	Existing Clause	Queries	Replies
			publication of 'Clients response to queries/requests for clarifications'	
7.	Clause No. 1.4 Page No. 5	The Consultant will be selected on the Price based System (Least Cost Selection) as per procedures described in this RFP.	<p>Query:</p> <p>The Consultant will be selected on the QCBS (70:30)</p> <p>Suggestion:</p> <p>Since the project requires quality based deliverables we request you to kindly consider for Quality cum Cost-Based Selection (QCBS) method of selection with 70:30</p>	Provisions of the RFP Document hold good
8.	Clause No. 2.3 Page No. 12	<p>Clarification and/ or interpretation of reports</p> <p>After submission of the final report of each deliverable by the Consultant, to the satisfaction of the Client, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, Consultant shall, on receipt of written request from the Client, furnish such clarification to the satisfaction of Client within five (05) working days without any extra charge.</p>	<p>Query:</p> <p>Specifying a 05 days timeline seems restrictive when the nature of clarification and / or interpretation is not known. It is therefore requested that the clause be modified as suggested</p> <p>Suggestion:</p> <p>Clarification and/ or interpretation of reports</p> <p>After submission of the final report of each deliverable by the Consultant, to the satisfaction of the Client, if clarifications are required or doubt arises as to the interpretation</p>	Refer Corrigendum – I in this regard.



S. N.	Clause No., Page no	Existing Clause	Queries	Replies
			of anything included in the reports, Consultant shall, on receipt of written request from the Client, furnish such clarification to the satisfaction of Client within a mutually acceptable reasonable time period without any extra charge.	
9.	Clause No. 2.4 Page No. 12	<p>Ownership of document and copyright</p> <p>All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Client 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 and shall not be used for any purpose other than that intended under the TOR/RFP without the permission of the Client.</p>	<p>The clause may be modified as under:</p> <p>All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The primary data collected and interpretations thereof shall remain the property of the Client and shall not be used for any purpose other than that intended under the TOR/RFP without the permission of the Client.</p>	Provisions of the RFP Document hold good
10.	Clause No. 2.9.1 Page No. 20	<p>For the purposes of determining conditions of eligibility and for evaluating the Proposals under this RFP, advisory / consultancy assignments for the following categories shall be deemed as Eligible Assignments (the “Eligible Assignments”):</p> <p>(1) Preparation of Techno-Economic Feasibility Report/Detailed Project</p>	<p>Query:</p> <p>Kindly clarify if assignments where TEFR / DPR are components of a larger assignments (e.g. PMC/PMA/TA assignments) shall be considered as eligible engagement.</p> <p>Suggestion:</p> <p>Technical Capacity</p>	In case of Eligible Assignment as mentioned in RFP, covered as part of larger assignments (e.g. PMC /PMA /TA assignments). The above assignment shall be considered only if consultant submit the completion certificate from the client duly certifying the name of the



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		OR (3) Three (3) Eligible Assignment in the past 7 years prior to Proposal Due Date each with a contract vale not less than Rs. 40 lacs	OR (3) Three (3) Eligible Assignment in the past 7 years prior to Proposal Due Date each with a contract vale not less than Rs. 40 lacs	
12.	Clause No. 2.9.3 Page No. 21	The Applicant should have an average annual turnover of Rs. 5 cr in the past three Financial Years.	Suggestion: We request an enhancement in the turnover criteria. We suggest that the criterion should be as under: The Applicant should have an average annual turnover of Rs. 50 Cr in the past three Financial Years.	Provisions of the RFP Document hold good
13.	Clause No. 2.11.2 Page No. 23	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	Suggestion: The clause may be modified as under: The Client will not normally consider substitutions except in cases of incapacity of Key Personnel for reasons of health or for reasons beyond the control of the Consultant. 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 including circumstances beyond the control of the consultant. The	Refer Corrigendum – I in this regard.



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		and that too by only equally or better qualified and experienced personnel.	replacement personnel proposed should be equally or better qualified and experienced.	
14.	General Conditions of Contract.	Payment of Invoices	<p>Payment against invoices raised shall be made within a period of 7 days of receipt of the invoices through mail or physical delivery, whichever is earlier.</p> <p>In the event of non payment of invoices withing the stipulated time, the Agency shall be entitled to late payment charges of two percent (2%) per month.</p>	Provisions of the RFP Document hold good
15.		Payment of Additional Fees	The Agency shall charge additional professional fees as mutually agreed, if events beyond the Agency's control (including the SDCL's acts or omissions) affect the Agency's ability to perform the services as originally planned or if the SDCL asks the Agency to perform additional tasks or services.	Provisions of the RFP Document hold good
16.	General Conditions of Contract.	Reimbursement of Legal Expenses	Unless expressly provided for in the Scope of Work, Services shall not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Moreover, the Agency's reasonable costs, expenses and time spent in the SDCL's legal and regulatory matters or proceedings, such as subpoenas, testimony, bankruptcy filings or proceedings, consultation involving private litigation, arbitration, government or industry	Provisions of the RFP Document hold good



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			regulatory inquiries, made at either the SDCL's request or by subpoena or equivalent, shall be billed to the SDCL separately at the Agency's then-current rates. The terms of this paragraph shall continue to apply to such third party proceedings that arise after the termination of this Agreement.	
17.	General Conditions of Contract.	Mutual Termination Clause	<p>The engagement may be terminated by either party at any time, with or without cause, by giving written notice to the other party of not less than thirty (30) days before the effective date of termination; provided that, in the event of a termination for cause, the party in breach shall have the right to cure the breach within the notice period. Upon termination of the engagement, the SDCL will compensate the Agency under the terms of the Engagement Letter for the services performed and expenses incurred for the period to the effective date of termination.</p> <p>The Agency shall have the right, at its option, to suspend or terminate the provisions of services in the event that the Agency's undisputed invoices are not paid within the contractually agreed period.</p>	Provisions of the RFP Document hold good
18.	General Conditions of Contract.	<p>Limitation of Liability</p> <p>Limitation of the Consultant's Liability towards the Client</p>	The aggregate liability of the Agency, its partners, directors, Agencies, employees, agents, affiliates and other personnel for damage shall be limited to the amount of the	Provisions of the RFP Document hold good

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		<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>fees that the Agency has received in connection with the Engagement. If the Engagement is of a recurring nature, then the aggregate liability shall not exceed the amount received by the Agency in the immediately preceding year.</p> <p>For the purpose of the assignment, "damage" shall mean the aggregate of all losses or damages and costs suffered or incurred, directly or indirectly, by the SDCL under or in connection with the Engagement or its subject matter (as the same may be amended or varied) and any report prepared pursuant to it, including as a result of breach of contract, breach of statutory duty, tort (including negligence), or other act or omission by the Agency.</p> <p>The above liability limit will not apply to any losses, damages or costs arising from the fraud, dishonesty or gross negligence of the Agency or in respect of liabilities which cannot lawfully be limited or excluded.</p> <p>It is agreed that, having regard to the Agency's interest in limiting the personal liability and exposure to litigation of its personnel, the SDCL will not bring any claim in respect of any damage against any of the Agency's personnel personally.</p>	<p>Please refer clause 6.5.7 of RFP (Standard Contract)</p>



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			<p>Subject always to the aggregate limit of liability specified in the first paragraph above, the liability of the Consultant to the Client in connection with any report or communication relating to this assignment and/or prepared pursuant to it shall be limited to the proportion of the total damage, which may justly and equitably be attributed to the Agency, after taking into account contributory negligence (if any) of the SDCL.</p>	
19.	General Conditions of Contract.	<p>Confidentiality</p> <p>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>	<p>The Agency shall not disclose any confidential information which it obtains as a result of acting for the SDCL to any third party other than its partners, directors, Agencies, employees, agents, affiliates, other personnel, experts and Agencies or advisors on a "need to know" basis and who are bound by appropriate confidentiality and non-disclosure obligations.</p> <p>In the event that the Agency or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the Agency wishes to disclose to its professional indemnity insurers or to its advisors, the Agency agrees that it will, as far as is legally and practically possible, provide the SDCL with prompt notice of such request or</p>	Provisions of the RFP Document hold good



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			<p>requirement in order to enable the SDCL to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Agency or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed.</p> <p>The Agency shall be permitted to retain copies of such Confidential Information as it is required to retain for legal or professional regulatory purposes. The Agency's confidentiality obligations shall continue indefinitely whilst such confidential information is retained.</p> <p>Unless specifically governed by statute or regulation, the report and deliverables issued by the Agency in accordance with the Engagement Letter are strictly confidential and for use by the SDCL for the purpose specified in the Engagement Letter. Further the Agency shall not be responsible for the use or implementation of the output of the services. The reports and other deliverables may not be used, reproduced or circulated for any other purpose, whether in whole or in part, without the Agency's prior written consent, which consent shall only be given after full consideration of the circumstances at the time</p>	



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			and on the understanding that the Agency owes no duty of care to any party other than the SDCL.	
20.	General Conditions of Contract.	<p>Indemnification</p> <p>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</p>	<p>The SDCL shall indemnify and hold harmless the Agency against all claims by third parties (contractual or in tort), threatened claims, suits, taxes, penalties, liabilities, damages, costs and expenses, suffered, incurred, arising or expended (“Claims”), directly or indirectly by reason of Agency’s performance under this Engagement or from having performed any services to the SDCL, except in the event of fraud, gross negligence, or wilful misconduct on the part of the Agency. However, the SDCL shall not be liable for any special, consequential, or incidental damages (including but not limited to damages for loss of goodwill and the like) arising out of this Engagement.</p> <p>The indemnity obligations as set out above shall survive the termination or rescission for any reason of the contractual relationship between the Agency and the SDCL until the expiry of the relevant statute of limitation applicable to any claims.</p>	Provisions of the RFP Document hold good



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		<p>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.</p>		
21.	General Conditions of Contract.	Non- exclusivity	The parties acknowledge that the Agency shall have the right to provide consulting or other professional services of any kind or nature whatsoever to any person or entity as the Agency in its sole discretion deems appropriate.	Provisions of the RFP Document hold good
22.	Section-2: Instructions to Applicants Clause 2.9.4 Page. No. 21 of RFP Document	Earnest Money Deposit and RFP Processing Fee	We understand that EMD and RFP Processing fee are exempted for firms registered under MSME by providing evidence. Please confirm.	<p>Please refer Clause No. 2.9.4 (2) of RFP</p> <p>Further, relaxation in EMD and RFP processing fee are only applicable to Micro and Small Enterprise (MSEs) of MSMEs & Start-Up.</p>



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23.	Section-2: Instructions to Applicants Clause 2.7.10 Page. No. 17 of RFP Document	Original Signature	<p>We request SDCL to accept soft copy signature of authorized representative for bid submission due to the ongoing COVID situation.</p> <p>However, original signature will be made during contract signing. Please confirm.</p>	Please refer Clause No. 2.17.4 (2), Page No. 30 of RFP						
24.	Section:5- Terms of Reference, Clause 5.6, Page No.62 of RFP Document	<p>Timelines & Payment Terms</p> <p>Payment to the consultant will be made by SDCL after satisfactory completion of various deliverables.</p> <p>Further, client reserves the right to decide not to go ahead with the remaining deliverables based on the outcome of the deliverable- I to III. In such case the contract will terminate at deliverable -III, and client shall make the payment only upto the stage of Deliverable-III.</p> <p>For avoidance of doubt, Client shall have no liability/ obligation to pay any fee for remaining deliverables and the contract stands terminated in case Client decides not to go ahead after the Deliverable-III.</p>	<p>It may please be noted that, as per the RFP scope requirements, majority of the scope will be completed upon completion of Deliverable-III.</p> <p>Deliverables- IV & V majorly involves submission of findings/work done till Deliverable-III in report and presentation format respectively.</p> <p>Accordingly, in order to maintain healthy cash flow, we sincerely request SDCL to consider payment terms with proposed changes as shown below:</p> <table border="1" data-bbox="974 1321 1562 1391"> <thead> <tr> <th>Deliverables</th> <th>Fee Payment</th> <th>Timelines</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Deliverables	Fee Payment	Timelines				<p>Provisions of the RFP Document hold good</p> <p>Refer Corrigendum – I for revised Timelines & Payment Terms for the assignment.</p>
Deliverables	Fee Payment	Timelines								



Request for Proposal (RFP) for Appointment of Consultant for conducting a detailed study to build upon Coastal Economic Zone (CEZ) and suitably modify National Perspective Plan & Implementation Plan in consultation with ports



S. N.	Clause No., Page no	Existing Clause			Queries			Replies
		Deliverables	Fee Payment	Timelines	Inception report, with work plan and detailed A&M	20%	T+25 days	
		Inception report, with work plan and detailed A&M	10%	T+25 days	Submission of Modified NPP	30%	T+ 45 days	
		Submission of Modified NPP	30%	T+ 45 days	Presentation on the shortlisting of the locations	20%	T+60 days	
		Presentation on the shortlisting of the locations	10%	T+60 days	Submission of Draft Report and Presentation	15%	T+100 days	
		Submission of Draft Report and Presentation	30%	T+100 days	Submission of Final Report and presentation	15%	T+ 120 days	
		Submission of Final Report and presentation	20%	T+ 120 days				
25.	Critical Data Sheet: Clause 3, Page. No. 08 of RFP Document	Submission Deadline			We request SDCL to provide two weeks' time from the date of issue of pre-bid response to submit the proposal.			Refer Corrigendum – I in this regard.
26.	Clause no. 2.9.1 of 2.9 Eligibility Criteria (Page-20)	Preparation of Techno-Economic Feasibility Report/Detailed Project Report/Perspective Plan for the development of Industrial Parks/ Industrial Estate/ Special Economic Zones/ Industrial Cities			Consultant requests to consider DPR/Feasibility study work of Port Connectivity of NHAI as eligible assignment.			Provisions of the RFP Document hold good



Request for Proposal (RFP) for Appointment of Consultant for conducting a detailed study to build upon Coastal Economic Zone (CEZ) and suitably modify National Perspective Plan & Implementation Plan in consultation with ports



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27.	Important Dates (Page-8)	Proposal Due Date : 04th March 2022, 1500 hrs IST	It is requested to extend due date of submission by 2 weeks for making qualitative proposal for the bid.	Refer Corrigendum – I in this regard.