



RFP for Appointment of consultant for conducting a comprehensive study to determine the role of coastal shipping in vehicle scrapping

Replies to Pre-Proposal Meeting Queries

The replies to queries raised by the Applicants at the Pre-Proposal Meeting held on 24th August 2022 are provided as below. Applicant are requested to refer the Replies and corrigendum in details before submitting their Proposal.

#	Clause No., Page no	Existing Clause	Queries	Replies
1.	6.3.5.2	"The Parties agree that neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above."	Please add in the beginning of the statement: "Except in case of the obligation of client to make timely payment, the failure of a Party to fulfill any of its ..."	Provisions of the RFP Document hold good
2.	6.4.1	(g) if the Client, in its sole discretion and for any reason whatsoever, within a period of thirty (30) days decides to terminate this Contract.	Standard position for termination for convenience is 90 days. Request for increase of the period accordingly.	Provisions of the RFP Document hold good
3.	6.5.3, 6.5.6	- Confidentiality - Documents Prepared (to the extent applicable) by the Consultants to be the Property of the Client	Suggest the following change: <i>"The Client however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the "Knowledge Material") of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in connection with the Services. The Client shall have the non-exclusive perpetual license to use the reports (including any Knowledge Material provided as a part of the report to the Client) to the extent necessary for the Client to use the reports in accordance with this Contract."</i>	Provisions of the RFP Document hold good
4.	6.10	Responsibility for accuracy of project documents	We request deletion of this clause as such a responsibility is difficult to undertake by the Consultant.	Provisions of the RFP Document hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
5.	6.13.2	Indemnity – (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (c) any Services related to or rendered pursuant to the Contract	We request for deletion of these clauses; We reserve indemnity as a remedy for high threshold of breaches. For general breach of agreement, client may claim damages.	Provisions of the RFP Document hold good
6.			<p>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.</p>	No additional clause



#	Clause No., Page no	Existing Clause	Queries	Replies
7.	6.13.11	Counterparts	<p>We request below clause to be added to the contract:</p> <p>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.</p> <p>Anti-Bribery & Corruption:</p>	No additional clause



#	Clause No., Page no	Existing Clause	Queries	Replies
			<p>Each Party represents, warrants and undertakes that: It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to 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 non-compliance 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</p>	

#	Clause No., Page no	Existing Clause	Queries	Replies
			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.	
8.	6.5.7.		We request the disclaimer to be absolute. Suggest this to be replaced with separate clause as follows: <i>"In no event will Consultant or its affiliates be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages."</i>	No additional clause
9.	6.5.7 (a) (ii)	or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.	Insurance is an internal risk mitigation and is not linked to our liability. Suggest deletion.	Provisions of the RFP Document hold good
10	6.5.7. (b)	"...damage to Third Parties caused.."	Suggest to be replaced with "infringement of intellectual property rights of Third Parties"	Provisions of the RFP Document hold good
11	2.9.3	Financial Capacity: - The Applicant should have an average annual turnover of Rs. 5 cr in the past three Financial Years.	For competing firms to compete, please increase the financial capacity criteria to Rs. 50 cr. The revised clause would be: Financial Capacity: - 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
12	2.9.4	(1) Completion Certificate issued by the Client for the Assignment	Please allow for CA certified payment certificate.	Refer Corrigendum – I in this regard.
13	2.9	Definition of Eligible Assignment: Category 1: Preparation of Perspective Plan / Business Plan/ preparation of market sizing/ competitive benchmarking for auto and auto components in India	Definition of Eligible Assignment: Category 1: Preparation of Perspective Plan / Business Plan/ preparation of market sizing/ competitive benchmarking/ <u>demand forecast</u> for auto and auto components in India	Refer Corrigendum – I in this regard.



#	Clause No., Page no	Existing Clause	Queries	Replies
		Category 2: Preparation of Techno-Economic Feasibility Report/ Detailed Project Report/ Perspective Plan / Business Plan for ports / inland waterways / coastal shipping / water transport potential in India or globally	Category 2: Preparation of Techno-Economic Feasibility Report/ Detailed Project Report/ Perspective Plan / Business Plan for ports / inland waterways / coastal shipping / water transport/ logistics / commercial vehicles/ transport / roads potential in India or globally	
14	New clauses to be added	Limited Liability clause	<p>We request AUTHORITY to add the Limited Liability clause as stated below:-</p> <p>“In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.</p> <p>The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this assignment, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this assignment.”</p>	No additional clause
15	New clauses to be added		<p>We request the authority to include this new clause. Anti -Bribery and Corruption:</p> <p>“Each party represents, warrants and undertakes that:</p> <p>(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member</p>	No additional clause



#	Clause No., Page no	Existing Clause	Queries	Replies
			<p>of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing services under the agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.</p> <p>(b) Each party shall, adhere to applicable anti-bribery and corruption laws.</p> <p>(c) Each party shall, immediately upon becoming aware of them, give the other party all details of any non-compliance with Clause (a) and Clause (b).</p> <p>It is a condition of this agreement that each party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this agreement, or that part of this agreement to which the bribery or</p>	



#	Clause No., Page no	Existing Clause	Queries	Replies
			corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy."	
16	New clauses to be added	Economic and Trade Sanctions:	We request the authority to include this new clause. As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union ("Sanctions"), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the 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.	No additional clause
17		Non-Exclusivity:	We request the authority to include this new clause. The Client acknowledges that CRISIL or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis.	No additional clause

#	Clause No., Page no	Existing Clause	Queries	Replies
18		Non-Conformity	We request the authority to include this new clause. Client may notify the Consultant in writing within 10 calendar days of Consultant providing the Deliverables to the Client any substantial non-conformity of the Deliverables vis-à-vis the Requirements. Upon receiving Client's notification, the Consultant shall rectify the non-conformity verified by it and resubmit the Deliverables to the Client within 15 calendar days. The Deliverables shall be considered "accepted" upon such re-delivery or the expiry of 10 calendar days as stated above, whichever is earlier.	No additional clause
19	Clause = 2.7.3 (5) Page = 22	Requirement of Key Personnel – Team Leader 2 Years Full time Regular MBA/PGDBM/PGDM	We submit that a Post Graduate Diploma in Industrial Management (PGDIM) is a degree in equivalence with a 2-year MBA / PGDBM / PGDM, as is recognized by All India Council for Technical Education (AICTE). Additionally, we submit that a Masters in Engineering (M.E. / M.Tech) is an equally relevant degree for a Team Leader specializing in Infrastructure Projects. Therefore, we would request the client to broad the educational requirements as follows: 2 Years Full time Regular MBA / PGDBM / PGDIM / PGDM / M.E / M.Tech	Provisions of the RFP Document hold good
20	Clause = 2.7.3 (5) Page = 22	Requirement of Key Personnel – Logistics Expert 2 Years Full time Regular MBA / PGDBM / PGDM / Masters in Economics	We submit that a Masters in Engineering (M.E. / M.Tech) is an equally relevant degree for a Logistics Expert given the technical nature of work undertaken by them. Therefore, we would request the client to broad the educational requirements as follows: 2 Years Full time Regular MBA / PGDBM / PGDM / Masters in Economics / M.E / M.Tech	Provisions of the RFP Document hold good

#	Clause No., Page no	Existing Clause	Queries	Replies
21	Clause = 2.7.3 (5) Page = 22	Requirement of Key Personnel – Logistics Expert Should have minimum 20 years of overall work experience in which minimum 15 years of experience in Ports, Inland waterways and Maritime Sector AND Minimum one assignment in maritime sector including ports / inland waterways / coastal shipping / water transport potential in India or globally	We request the client to broaden the relevant work experience as mentioned below: Should have minimum 15 years of overall work experience in which minimum 10 years of experience in Ports, Inland waterways and Maritime Sector, and related logistics sector such as roads and highways, logistics facilities, others AND Minimum one assignment in maritime sector including ports / inland waterways / coastal shipping / water transport potential in India or globally This would allow the inclusion of relevant professionals and will be in linewith expectations from similar RFPs.	Refer Corrigendum – I in this regard.
22	Clause = 2.7.3 (5) Page = 22	Requirement of Key Personnel – Financial & Economic Expert 2 Years Full time Regular MBA/PGDBM/PGDM in Finance / Master degree in finance/ economics	We submit that a Chartered Accountant (CA) Certification is an equally relevant degree for a Financial & Economic Expert given the technical nature of work undertaken by them. Therefore, we would request the client to broad the educational requirements as follows: 2 Years Full time Regular MBA/PGDBM/PGDM in Finance / Master degree in finance/ economics / Chartered Accountant	Provisions of the RFP Document hold good
23	Clause = 2.7.3 (5) Page = 22	Requirement of Key Personnel – Financial & Economic Expert Relevant experience of at least 10 years in working on financial and economic assessment for large scale	We request the client to broaden the relevant work experience as mentioned below: Relevant experience of at least 10 years in working on financial and economic assessment for large	Refer Corrigendum – I in this regard.

#	Clause No., Page no	Existing Clause	Queries	Replies
		<p>planning and infrastructure projects, including FIRR, EIRR etc. Experience in both EPC and PPP projects will be preferred.</p> <p>AND</p> <p>Minimum one assignment in maritime sector including ports / inland waterways / coastal shipping / water transport potential in India or globally</p>	<p>scale planning and infrastructure projects, including FIRR, EIRR etc. Experience in both EPC and PPP projects will be preferred.</p> <p>AND</p> <p>Minimum one assignment in maritime sector including ports / inland waterways / coastal shipping / water transport potential and related logistics sector such as roads and highways, logistics facilities, others in India or globally</p> <p>This would allow the inclusion of relevant professionals and will be in linewith expectations from similar RFPs.</p>	
24	Clause = 2.9.2 Page = 26	<p>Minimum Technical Capacity</p> <p>One Eligible Assignment of Category 1 in the past 7 years prior to Proposal Due Date each with a contract vale not less than Rs. 30 lacs</p> <p>AND</p> <p>One Eligible Assignment of Category 2 in the past 7 years prior to Proposal Due Date each with a contract vale not less than Rs. 30 lacs</p>	<p>We request the client to broaden the relevant work experience as mentioned below:</p> <p>One Eligible Assignment of Category 1 in the past 10 years prior to Proposal Due Date each with a contract vale not less than Rs. 30 lacs</p> <p>AND</p> <p>One Eligible Assignment of Category 2 in the past 10 years prior to Proposal Due Date each with a contract vale not less than Rs. 30 lacs</p>	Refer Corrigendum – I in this regard.
25	Clause = 2.9.4 Page = 26	<p>Documentary evidence to substantiate / support Eligible Assignments</p> <p>Completion Certificate issued by the Client for the Assignment</p>	<p>We request the client to allow the submission of statutory auditors / chartered accounts certificate as in certain cases the clients do not issue any completion certificates. The required changes are mentioned below:</p>	Refer Corrigendum – I in this regard.

#	Clause No., Page no	Existing Clause	Queries	Replies
			<p>Completion Certificate issued by the Client for the Assignment</p> <p>OR</p> <p>Statutory Auditors / Chartered Accountant certificate for execution of the work and receipt of full fee regarding the Eligible Assignment</p>	
26	Clause = 2.9.4 (4) Page = 27	<p>Firm's Experience</p> <p>No. of projects of Category 1 of Eligible Assignment in the past 7 years prior to Proposal Due Date each with a contract vale not less than Rs. 30 lacs</p> <p>Each Eligible Assignment - 4 Marks (Max 20 Marks)</p>	<p>We request the client to broaden the horizon for project experience in category 1 as follows:</p> <p>No. of projects of Category 1 of Eligible Assignment in the past 7 years prior to Proposal Due Date each with a contract vale not less than Rs. 30 lacs</p> <p>Each Eligible Assignment - 10 Marks (Max 20 Marks)</p>	Provisions of the RFP Document hold good
27	Clause = 2.9.4 (4) Page = 27	<p>Firm's Experience</p> <p>No. of projects of Category 2 of Eligible Assignment in the past 7 years prior to Proposal Due Date each with a contract vale not less than Rs. 30 lacs</p> <p>Each Eligible Assignment - 4 Marks (Max 20 Marks)</p>	<p>We request the client to broaden the horizon for project experience in category 2 as follows:</p> <p>No. of projects of Category 1 of Eligible Assignment in the past 7 years prior to Proposal Due Date each with a contract vale not less than Rs. 30 lacs</p> <p>Each Eligible Assignment - 10 Marks (Max 20 Marks)</p>	Provisions of the RFP Document hold good
28	Clause = 2.9.4 (4) Page = 27	<p>Team Composition</p> <p>Team Leader (Max 12 Marks) Automotive Specialist (Max 8 Marks) Logistic Expert (Max 12 Marks) Financial & Economic Expert (Max 8 Marks)</p>	<p>We request the client to broaden the horizon for project experience in category 1 as follows:</p> <p>Team Leader (Max 12 Marks) Automotive Specialist (Max 8 Marks) Logistic Expert (Max 12 Marks)</p>	Refer Corrigendum – I in this regard.

#	Clause No., Page no	Existing Clause	Queries	Replies
		Wherein Each Eligible Assignment - 2 Marks	Financial & Economic Expert (Max 8 Marks) Wherein Each Eligible Assignment - 4 Marks	
29	Clause = 2.16.5 Page = 33	The RFP Processing Fee for this RFP is Rs. 2360/- (Rupees Two Thousand plus GST @18%) and the Bid Security for this RFP is Rs. 1,00,000/- (Rupee One Lac only). The RFP Processing Fee and Bid Security will be paid through NEFT in favour of Sagarmala Development Company Ltd	Request you to please clarify the applicability of this clause for Consultants that have already paid the RFP Processing Fee and Bid Security for this opportunity in the first round of bidding held in April 2022.	Provisions of the RFP Document hold good
30	Clause = 5.3 (ii) (b) Page = 70	To identify the mode in which these commodities are moving in and out of the hinterland by carrying out O-D study taking into consideration Registered Vehicle Scrapping Facility (RVSF) being developed by Ministry of Road Transport and Highways	Request you to please clarify the expectations for Origin-Destination surveys as part of the proposed assignment. Kindly prescribe the minimum duration and quantum of O-D survey (in locations). This would ensure that all consultants budget for a similar quantum of such survey and no over estimation or under estimation takes place	Provisions of the RFP Document hold good
31	Clause 2.7.3 (5) Page 21 of 93	Minimum qualification of Automotive Specialist: Graduation in Engineering + 2 Years Full time Regular MBA/PGDBM/PGDM	Request to amend the clause as follows: Full time Regular B.E. / B.Tech / MCA and Full time Regular MBA / PGDM / PGDBM	Provisions of the RFP Document hold good
32	Clause 2.7.3 (5) Page 21 of 93	Minimum Work Experience of Logistics Expert: Should have minimum 20 years of overall work experience in which minimum 15 years of experience in Ports, Inland waterways and Maritime Sector AND Minimum one assignment in maritime sector including ports / inland waterways / coastal shipping / water transport potential in India or globally	Request to amend the clause as follows: Should have minimum 15 years of overall work experience in which minimum 10 years of experience in Ports, Inland waterways and Maritime Sector AND Minimum one assignment in maritime sector including ports / inland waterways / coastal shipping / water transport potential in India or globally	Refer Corrigendum – I in this regard.
33	Clause 2.7.3 (5)	Minimum Work Experience of Financial & Economic Expert:	Request to amend the clause as follows:	Refer Corrigendum – I in this regard.

#	Clause No., Page no	Existing Clause	Queries	Replies
	Page 21 of 93	Relevant experience of at least 10 years in working on financial and economic assessment for large scale planning and infrastructure projects, including FIRR, EIRR etc. Experience in both EPC and PPP projects will be preferred. AND Minimum one assignment in maritime sector including ports / inland waterways / coastal shipping / water transport potential in India or globally	Relevant experience of at least 5 years in working on financial and economic assessment for large scale planning and infrastructure projects, including FIRR, EIRR etc. Experience in both EPC and PPP projects will be preferred. AND Minimum one assignment in maritime sector including ports / inland waterways / coastal shipping / water transport potential in India or globally	
34	Clause 2.16.7 Page 33 of 93	Duration of assignment shall be for a period of 120 days from the date of commencement of service as prescribed in General Conditions of Contract.	It is mentioned on page 33 that the duration of the assignment would be for 120 days; however, on page 71 it is mentioned that the contract period would be for 105 days Request to kindly clarify the exact duration of assignment/contract period.	Refer Corrigendum – I in this regard.
35	Clause 2.17.4 (4) Page 36 of 93	In case of Bank Guarantee, scanned copy of BG should be uploaded along with bid.	Is Bank Guarantee applicable for this tender and should be submitted along with the EMD fees, Form Fee, and Processing Fee before bid submission? Request to kindly confirm.	Provisions of the RFP Document hold good
36	Form 3I. Page 53 of 93	Curriculum Vitae (CV) for Proposed Staff (with one page of summary of experience)	Should detailed CV of support staff also be provided as per the format given in Form 3I? Request to kindly clarify.	Detailed CV of support staff as per form 3I is not required.
37	Form 3I. Page 54 of 93	Note: The Applicant may attach copy of certificates supporting educational qualification and professional experience. Any bid submitted without these supporting documents will not be considered for evaluation.	Should supporting documents in respect of educational qualification for support staff also be provided? Request to kindly allow self-declaration from the Authorized Signatory of the bidder on the authenticity of the information provided pertaining to the education qualification for support staff.	Provisions of the RFP Document hold good
38	Clause 5.3 (iii) (b) Page 69 of 93	To study the demand supply gap analysis of the existing infrastructure including connectivity from various Major	1. It is being expected that SDCL would assist the bidder to identify the appropriate stakeholders	Provisions of the RFP Document hold good



#	Clause No., Page no	Existing Clause	Queries	Replies
		and Non-Major Ports to Alang by Road, Rail, Inland Dry Ports, Coastal Shipping and Inland Waterways.	2. It is being expected that SDCL would provide contact details of the concerned stakeholders to the bidder 3. It is further being expected that SDCL would provide a letter of authorization to the bidder to coordinate with the mentioned stakeholders.	
39	Clause 5.6 Page 71	Payment to the consultant will be made by SDCL after satisfactory completion of various deliverables.	It is expected that all invoices raised by the bidder as per the Timelines and Payment Terms given in Clause 5.5 along with all proper and required supporting documents would be cleared within 30 days of submission of the invoices. Request to kindly acknowledge.	Provisions of the RFP Document hold good