



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

Minutes of Pre-Proposal Meeting

Date of discussion: 06th December 2022

Venue of discussion:

Online mode - by VC

Physical mode at the below address:

Sagarmala Development Company Limited. (SDCL)

1st Floor, Thapar House, Gate No. 2

124, Janpath, New Delhi – 110 001

List of Consultancy firms participated:

SN.	Consultant	Represented by
01	Crisil Limited	Parul Singhal Garg, Rahul Khetan
02	PwC	Prashant Bhatt
03	Capital Fortunes	Abhishek Agarwal, Sai Vishnu
04	Black Brix	Babussha Bhardwaj, Vasu
05	EY	Sudheendra Vajpayee

The following queries were raised by Consultants at the Pre-Proposal Meeting held on 06th December 2022. However, none have been agreed upon. Applicants are requested to refer the corrigendum before submitting their Proposal.

#	Clause No., Page no	Existing Clause	Queries
CRISIL			
1.	2.9	Definition of Eligible Assignment: Long term (at least 12 months) project focused on Project Management Consultancy / Transaction	Since some of the focus of Blue economy initiatives include environment initiatives, building business partnerships,



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		<p>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>cooperation etc., we request the Authority to include individuals with such experience to be part of the team.</p> <p>We request for inclusion of business summit experience to be included in Eligible assignment definition. The revised criteria will be as follows:</p> <p>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</p> <p>OR</p> <p>Consultancy Assignments like feasibility study, DPR, policy document, vision document, business summits in the sector related to Logistics/Inland waterways/Coastal shipping and Ports</p>
2.	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.
3.	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. All information submitted

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			should be returned/destroyed after bidding process in case of unsuccessful candidates.
4.	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 ..."
5.	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.
6.	6.4.1	(g) if the Client, in its sole discretion and for any reason whatsoever, within a period of thirty (30) days decides to terminate this Contract.	Standard position for termination for convenience is 90 days. Request for increase of the period accordingly.
7.	6.5.3, 6.5.6	- Confidentiality - Documents Prepared (to the extent applicable) by the Consultants to be the Property of the Client	Suggest the following change: <i>"The Client however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the "Knowledge Material") of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in connection with the Services. The Client shall have the non-exclusive perpetual license to use the reports (including any Knowledge Material provided as a part of the report to the Client) to the extent necessary for the Client to use the reports in accordance with this Contract."</i>
8.	6.5.7	Liability of the Consultants: Subject to additional provisions, if any, set forth in the SC, the Consultants”	We request to add the Limitation of Liability clause to be added.



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		liability under this Contract shall be as provided by the Applicable Law.	
9.	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.
10.	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.
11.	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.
12.	6.13.11	Counterparts	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)



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			<p>in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify Consultant if any of these circumstances change. If Consultant reasonably determines that it can no longer provide the Services to Client in accordance with applicable law, then Consultant may terminate this Agreement, or any particular services, immediately upon written notice to Client, in which case the Consultant shall be paid for all Services until the effective date of termination of the Services.</p> <p>Anti-Bribery & Corruption: Each Party represents, warrants and undertakes that: It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from</p>

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			<p>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).</p> <p>It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.</p>
13.	6.5.7.a (i)	ai) for any indirect or consequential loss or damage; and	<p>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></p>
14.	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.	<p>Insurance is an internal risk mitigation and is not linked to our liability. Suggest deletion.</p>
15.	6.5.7. (b)	“...damage to Third Parties caused..”	<p>Suggest to be replaced with "infringement of intellectual property rights of Third Parties"</p>
16.	2.9.3	<p>Financial Capacity: - The Applicant should have an average annual turnover of Rs. 5 cr in the past three Financial Years.</p>	<p>For competing firms to compete, please increase the financial capacity criteria to Rs. 50 cr. The revised clause would be: Financial Capacity: -</p>

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			The Applicant should have an average annual turnover of Rs. 50 cr in the past three Financial Years.
17.	2.9.4	(1) Completion Certificate issued by the Client for the Assignment	Please allow for CA certified payment certificate.
18.	Section 9 Pact Duration	The project begins with 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.
19.	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, wilful misconduct or third party claims to the cap on liability.
20.	Section 3 - 6.9	Dispute Settlement – 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.
21.	Inclusion of the following clauses. We request the authority to include the		

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	following clauses:		
	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>
	New clauses to be added		<p>We request the authority to include this new clause.</p> <p>Anti -Bribery and Corruption:</p> <p>“Each party represents, warrants and undertakes that:</p> <p>(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing services under the agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii)</p>



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			<p>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 corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy."</p>
	New clauses to be added	Economic and Trade Sanctions:	<p>We request the authority to include this new clause.</p> <p>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</p>



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			<p>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.</p>
		Non-Exclusivity:	<p>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.</p>
		Non-Conformity	<p>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.</p>

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EY			
22.	Cl 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	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. 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.
23.	Cl 2.6.3 (2) Page 18	Conflict of interest	It is understood that as a part of the assignment, several broad based initiatives may 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. We believe that this should not be treated as conflict of interest. Please clarify.
24.	Cl 2.7.3 (4) (i) Pg 19	The Key proposed personnel must be permanent full time employees of the firm or hired on contract by the firm.	The proposed team should be engaged full time with the firm at the time of commencement of services. 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. The suggested provision will allow the firm to propose more suitable profiles from a wider pool of experts.
25.	Cl 2.7.3 (4) (x) Pg 20	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.	It is understood that only education qualification certificates of the team members have to be submitted with the bid. It is difficult to procure experience certificates from old employer firms; hence the requirement of experience certificates in original may please be relaxed, if intended. These may be taken subsequently post selection, if required.

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26.	2.7.12 (1) Page 22 AND Clause 5.2(10) Pg 64	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. 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.
27.	Cl 2.9 definition of eligible assignments Page No. 25	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	We request the Authority to amend the Definition of Eligible Assignment to include other transport sectors like Roads & Bridges/ Metro/ Airports/ Urban Infrastructure /Warehousing / Cold Storages / Freight Terminals, MMLPs etc in addition to the sectors mentioned in RFP to be able to showcase our range of relevant experience.
28.	Cl 2.9.2 Minimum Technical Capacity Page No. 25	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 OR Consultancy Assignments like feasibility study, DPR, policy document, vision document in the sector related to Logistics/Inland waterways/Coastal shipping and Ports with a minimum fee of; 1 (One) Project of value of Rs. 1.6 Crores / 2 (Two) Projects of Value of Rs. 1.0 Crore each	We request the Authority to allow inclusion of ongoing projects with 50% or more completion with respect to scope of work.

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		<p>/ 3 (Three) Projects of value of Rs. 80 lakhs each – will be treated as One Eligible Assignment for marking purpose. AND (2) Experience of at least 1 (one) international project related to Feasibility Study, Detailed Project Report, Business Study, Knowledge Partner, transaction advisory in the sector related to Logistics/ Inland waterways/ Coastal shipping and Ports with a minimum fee of INR 1 crore.</p>		
29	Clause 2.9.3 Financial Capacity Page 26	The Applicant should have an average annual turnover of Rs. 5 cr in the past three Financial Years.	We request the Authority to increase the threshold of financial capacity to at least INR 50 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.	
30	Clause 2.9.4 (4) Page 27,28	<p>Support Team (Max 10 Marks) Only those CV will be considered, which satisfy the criteria given in 2.7.3 (4) & 2.7.3 (5). Applicants need to provide details of Support Team as per Form: 3G</p>	<p>Additional 1 CV of Team Leader – 4 Marks Additional 2 CV of Associate – 2 Marks Additional 3 CV of Associate – 4 Marks Additional 4 CV of Associate – 6 Marks</p>	The entire scope of work will be undertaken by the core team and therefore the provision of additional team should be removed. There is no need for an additional team lead and associates who are further being evaluated. As the additional team is not responsible for delivery, their evaluation will skew the selection criteria.
31	Clause 5.2 (2) Page 63	Core Team of Consultant will be stationed at Ministry of Ports, Shipping and Waterways (MoPSW) for the entire duration of assignment	It may be confirmed that the consultant's team will be provided office space, internet connection and necessary office stationary for printing etc and that the cost for the same has not to be accounted in the financial proposal.	

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32.	Clause 5.2 (7)	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.	It is understood that additional manpower will be suitably compensated by the client at agreed monthly charge rates. This clause is open ended and should be removed as additional manpower cannot be provided without additional remuneration.
33.	Clause 5.2 (9) Page 64	Non-performing team members shall be replaced within 1 week of receiving notice from MoPSW.	One month's time should be provided for replacement of resources on client's instance as it will not be practically possible to identify and deploy an alternate resource within a week's time.
34.	Clause 5.3 Page 64	Payment terms to be monthly after Mobilization of entire team at MoPSW and satisfactory performance.	As the team will be deployed at the MoPSW and payment has to be made by SDCL, a suitable mechanism may be advised for communication on consultant's presence and performance for release of payment in a timely manner. Post delivery requirements on presence confirmation at MoPSW will lead to significant delays in payments.
35.	Clause 5.4 Page 64	Payment to the consultant will be made by SDCL after satisfactory completion of various deliverables.	The assignment is deployment based and not deliverable/milestone based. The payment suggested in clause 5.3 also mentions the same. The reference to – "after satisfactory completion of various deliverables" should be removed for sake of uniformity. Also as the assignment is for 2 years duration (with possibility of further extension by 2 years), a suitably indexed price escalation mechanism should be incorporated to accommodate for increase in cost of consulting services.
PwC			
36.	Clause 2.7.3 (5), Page 20, 21	Qualification of Key personnel - Full time Regular BE./ B.Tech/ B.Arch/ B. Plan / B Com and Full time Regular MBA /PGDM/ PGDBM/M. Plan / M.Arch / Urban Planning / Transport Planning	Request the criteria for key personnel to be revised to also include Bachelor of Arts (BA) or equivalent as graduation degree. This allows high-potential personnel with an equivalent degree to also bring in value to the team, with their rich



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			experience as aligned to deliver towards the scope of work in RFP.
37.	Clause 5.2, Page 63-64	The existing clause allows 3 leaves per quarter	We request the client to kindly delete this clause as there are circumstances which are beyond the control of consultant.
38.	Cl 6.5.7 (ii), Page 82	Limitation of Liability	We request the client to not make the limitation of liability subject to receivables under the insurance proceeds. Client is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. The insurance clause makes the 1X liability ineffective as it increases to multiple times of TCV.
39.	No clause in RFP.	Confidentiality Obligations	We request the client to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For e.g., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: "Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."
40.	No clause in RFP.	Confidentiality Obligations	We request the client to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance



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			<p>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: "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."</p>
41.	Clause 6.5.3, Page 75	Confidentiality Obligations	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.
42.	Clause 6.13.2, Page 79	Indemnity	There are several remedies available under law and contract for the client for such breach of obligations. For e.g., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to the client. We understand that remedies other than indemnity will be sufficient for such breaches. We request the client to kindly delete this section. If the client still needs to retain this section, then we request to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.
43.	No clause in RFP.	Indemnity	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. We request the client to make indemnities subject to final determination by court/arbitrator. This is also the industry



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			standard and prescribed by Meity in its guidelines.
44.	No clause in RFP.	Indemnity	<p>We request the client to include the following: The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, 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</p>



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			<p>confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in 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).</p>
45	Clause 2.6.3, Page 17; Clause 6.5.2, Page 75	Conflict of interest	<p>We wish to highlight to the client that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We would like to mention that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>
46	Clause 6.11, Page 78	Replacement of Personnel	<p>There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be</p>



#	Clause No., Page no	Existing Clause	Queries
			necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, we request the client to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.
47.	Clause 2.4, Page 16	IPR	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines."Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included / incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid-up license to the Purchaser / Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."



#	Clause No., Page no	Existing Clause	Queries
48.	Clause 6.4.3, Page 74	Survival obligations	We request the client that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract
49.	Point 5 of Form 3-A, Page 39	Non-performance	We request the client to modify the undertaking to the effect that any such termination should have been approved / upheld by any court decree or arbitral award against the bidder to such effect. Further for performance, we confirm there is no instance of any contract having been terminated on account of any determined non-performance of contract. Our undertaking shall be subject to the aforesaid clarifications. Please confirm.
50.	Point 11 of Form 3-A, Page 40	Pending investigation by regulatory authority/criminal conviction against the Company/directors/partners	We request the client that the bidder should be allowed to declare that there are no pending criminal investigations / proceedings by a regulatory authority against bidder or its current Board of Directors, as on the date of submission of this bid in their profession capacity in any Court of Law regarding execution of any professional project/work executed/being executed by bidder .
51.	No clause in RFP.	No third-party disclaimer	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. 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.
52.	No clause in RFP.	Acceptance	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that the client incorporate a deliverable acceptance procedure, perhaps the one provided



#	Clause No., Page no	Existing Clause	Queries
			<p>by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. Client may consider including the below simple clause: “Within 10 days (or any other agreed period) from Client’s receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.”</p>
53.	Staffing	Deployment of Resources	<p>If there are any circumstances that reasonably restricts travel or physical presence of our personnel at client office / location, then without prejudice to your payment obligations, client shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.</p>
BLACK BRIX			
54.	Point 5 of Clause 2.7.3- page 20	<p>Requirement of Key Personnel as Core Team – team leader At least 10 years of post higher qualification experience in Government consulting, Large Project/Program Management having prepared/ implemented Vision documents for Government Department/Ministry.</p>	<p>We request to include in the experience of key personnel, project of category 1 or category 2 of RFP clause 2.9.2. The key personnel should have the experience of at least one of the eligible assignments.</p>

#	Clause No., Page no	Existing Clause	Queries
55.	Point 5 of Clause 2.7.3- page 20	Requirement of Key Personnel as Core Team – Associates At least 5 years of post higher qualification experience in Government consulting, Large Project/Program Management having prepared/implemented Vision documents for Government Department/Ministry.	We request to include in the experience of key personnel project of category 1 or category 2 of RFP clause 2.9.2. The key personnel should have the experience of at least one of the eligible assignments.
56.	Point 1 of clause 2.9.2- page 25	Undertaken a project focused on Project Management Consultancy / Transaction advisory / Project Management Unit in the sector related to Logistics /Inland waterways /Coastal shipping and Ports with a minimum fee of; 1 (One) Project of value of Rs. 1.6 Crores / 2 (Two) Projects of Value of Rs. 1.0 Crore each / 3 (Three) Projects of value of Rs. 80 lakhs each – will be treated as One Eligible Assignment for marking purpose.	We request the text be altered as “Undertaken a project focused on Project Management Consultancy/ Transaction advisory/ Project Management Unit in the sector related to Logistics/Inland waterways /Coastal shipping and Ports with a minimum fee of; 1 (One) Project of value of Rs. 80 Lakhs / 2 (Two) Projects of Value of Rs. 40 Lakhs each / 3 (Three) Projects of value of Rs. 25 lakhs each – will be treated as One Eligible Assignment for marking purpose. We request to consider the comfort letters from Maritime Boards/ Government Authority.
57.	Point 2 of Clause 2.9.2- page 25	Experience of at least 1 (one) international project related to Feasibility Study, Detailed Project Report, Business Study, Knowledge Partner, transaction advisory in the sector related to Logistics/Inland waterways/ Coastal shipping and Ports with a minimum fee of INR 1 crore.	We request to consider the experience of National projects rather than international projects. We request the text be altered as “Experience of at least 1 (one) project related to Feasibility Study, Detailed Project Report, Business Study, Knowledge Partner, transaction advisory in the sector related to Logistics /Inland waterways /Coastal shipping and Ports with a Minimum transaction /project value of 250 crores. ”
58.	Point 3 of clause 2.9.4- page 27	Support Team (Max 10 Marks) Only those CV will be considered, which satisfy the criteria given in 2.7.3 (4) & 2.7.3 (5). Applicants need to provide details of Support Team as per Form: 3G	We request to remove the support team criteria from the marking system and adjust the corresponding marks to team composition and core team criteria.

#	Clause No., Page no	Existing Clause	Queries
59	No clause available	Incentives / Concessions for Startups and MSMEs	<p>We request to include the following MSME clause, so as to allow Organisations with suitable technical experience to participate, and to make the process more competitive. Also, in order to aid start-ups and for MSMEs in compliance with S.O.581I published under Gazette of India as “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” and Start-up India Registered firms. The following clause has been referred from “page 34 of MSME scheme document of the Ministry of Micro, Small & Medium Enterprises (Government of India)”</p> <p>Applicant is allowed to claim all the incentives/concessions as provided in the policy of Startup and MSMEs if applicable in such services. However,</p> <p>(a) the Applicants needs to submit all the documentary evidence as normally required to substantiate the claim and</p> <p>(b) Applicant should also meet</p> <p>(i) the required qualifications and experience with respect to Key Personnel and</p> <p>(ii) Technical Capacity.</p> <p>Micro and Small Enterprises quoting price within price band of L1 + 15% shall be allowed to supply a portion of requirement by matching the price of L1, if L1 is other than MSE, upto 25% (100% for indivisible tender) of the total tendered value.</p>
CAPITAL FORTUNES			
60	Page No.25, Clause 2.9	Long term (at least 12 months) project focused on Project Management Consultancy / Transaction advisory / Project Management Unit in the sector related to Logistics/Inland waterways/Coastal shipping and Ports	We kindly request you to allow any infrastructure project as part of technical eligibility criteria to widen the scope of participation



#	Clause No., Page no	Existing Clause	Queries
		OR Consultancy Assignments like feasibility study, DPR, policy document, vision document in the sector related to Logistics/Inland waterways/Coastal shipping and Ports	
61.	Page No.25, Clause 2.9.2	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 OR Consultancy Assignments like feasibility study, DPR, policy document, vision document in the sector related to Logistics/Inland waterways/Coastal shipping and Ports with a minimum fee of; 1 (One) Project of value of Rs. 1.6 Crores / 2 (Two) Projects of Value of Rs. 1.0 Crore each / 3 (Three) Projects of value of Rs. 80 lakhs each – will be treated as One Eligible Assignment for marking purpose.	We would like to bring to your attention that for projects under eligible criteria, the scope of the assignment can be more but project fee will be nominal So, in this context, we request you to please consider removing the criteria of Project Fee
62.	Page No.17, Clause 2.6.2	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	In order to have more comprehensive and competitive bidding process we request you to allow Joint Venture/Consortium