

IPA Pre-Bid Queries-Compiled

Selection of Consultant to prepare master plan for CEUs at Kuchchh Region with Kandla as nodal Port

S.no	Clause Description	Details of Item per Tender Requirement	Query/ Suggestion	Clarifications
1.	<u>Name of Firm: M/s Deloitte Touche Tohmatsu India LLP</u>			
i)	4.0 Ownership of Document and Copyright	The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Client. In the case of any deliverables by Consultant consisting of any Intellectual Property Rights ("IPR") of the Consultant, the Consultant shall provide the Client with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the consultancy, shall be and remain property of the Client	We understand that the pre-existing IPR of Deloitte shall be retained by Deloitte. Please confirm	RFP Clause shall prevail
ii)	6.0 Eligibility of Applicants	6.9. In case the Applicant is a Consortium, it shall, comply with the following additional requirements: i. Number of members in a consortium shall not exceed 3 (three) and limited to two Joint Venture/consortium partners excluding lead partner; (One Lead member of the JV /consortium + Two JV / consortium partner) vii. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia: 7.8. The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of Joint Venture (JV) / Consortium, in the format provided RFP, signed by	As per Clause 6.9, the consortium may include 2 JV /consortium member and all members of consortium are required to enter into a Joint Bidding Agreement. Further, as per the format of the JBA, all parties to the JBA shall be jointly and severally liable. Request you to please confirm whether consortium can include sub-consultants. Also, in case sub-consultants are allowed,	RFP Clause shall prevail

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		all firms / entities confirming the following therein:...	they will not be required to sign the Joint Bidding Agreement.	
iii)	7.0 Preparation of Proposal	7.3. Technical Proposal: While preparing the Technical Proposal, Applicants must give particular attention to the following: i. The Key Personnel must be permanent and full time employee(s) of the firm.	We understand that the experts on contract, pre-dating the proposal submission date shall be considered for evaluation.	RFP Clause shall prevail
iv)	9.4 Technical Evaluation	9.4.4 Technical Evaluation Criteria: The evaluation committee ("Evaluation Committee") appointed by the Client will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system.	It is requested that scoring criteria may be provided evaluation of specific experience of the Consultants.	RFP Clause shall prevail.
v)	9.4 Technical Evaluation	Water Expert Should have Masters in engineering with experience in water sourcing, planning & management of water supply and wastewater recycle and reuse including rainwater harvesting.	Given the experience requirement, we would like to submit that expert with Masters Degree in City Planning/Urban Planning and experience in water sourcing, planning & management of water supply and wastewater recycle and reuse including rainwater harvesting, shall be well placed for the role of Water Expert. Accordingly, the requirement may be revised as below: Should have Masters in engineering/City or urban planning with experience	Should have Masters in Engineering / Urban Planning with experience in water sourcing, planning & management of water supply and wastewater recycle and reuse including rainwater harvesting.

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			in water sourcing, planning & management of water supply and wastewater recycle and reuse including rainwater harvesting.	
vi)	11.0 Award of Contract	11.2 Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a Nationalized / Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified at Annexure of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Consultant and be released 180 (One Hundred Eighty) Days after the completion of the assignment.	The original duration of services is 9 months. The performance security retention period of 6 months is not proportionate the duration of the services. It is requested that the performance security retention period may be reduced to 60 days.	RFP Clause shall prevail
vii)	Form 3A	11. We further certify that no investigation by a regulatory authority is pending either against us or against or against our CEO or any of our Directors / Partners / Managers	We are a Limited Liability Partnership firm and the said certification is not applicable to us in entirety in the current form considering the firm structure. We propose that the We (DTTILLP) further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Partners / Senior Directors who would be	RFP Clause shall prevail

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			working on the proposed assignment under this agreement / RFP /Managers/employees.	
viii)	II. General Conditions Of Contract	6.5.8 Insurance to be taken out by the Consultants: The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants”, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate	We, as profession service firm, has already in place a firm-wide umbrella comprehensive insurance policy which shall be effective for the entire engagement duration as specified in the RFP. It is thus requested that the existing insurances may be considered sufficient and the Consultant may not be required to procure any additional insurance Consultant’s self-certified letter in this regard will suffice as proof of insurance	The selected Consultant shall be required to provide proof of such insurance to the Client for award of Contract.
ix)	II. General Conditions Of Contract	6.10.1.2 The Consultant shall be fully responsible for the accuracy of reports, plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the reports, designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.	It is requested that the Client may not be held responsible data collected from published sources, government instrumentalities and Client.	RFP Clause shall prevail.
x)	II. General Conditions Of Contract	6.11 Liquidated damages If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty,	It is requested that the Consultant may be penalized only for delays attributable the Consultant. Accordingly, the clause	RFP Clause shall prevail

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		<p>@ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.</p>	<p>may be revised as below: 6.11 Liquidated damages If the selected Consultant fails to complete the Assignment, within the period specified under the contract, because for reasons solely attributable to Consultant, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.</p>	
xi)	II. General Conditions Of Contract	<p>6.13.2 Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of</p>	<p>It is requested that the referred Clause may be included as negotiation point at the time of award.</p>	<p>RFP Clause shall prevail</p>

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		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”)...		
xii)	II. General Conditions Of Contract	6.5.7 Limitation of the Consultants’ Liability towards the Client a) Except in case of negligence or wilful 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: i) for any indirect or consequential loss or damage; and 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.	It is requested that the limitation of liability of the Consultant may not be linked insurance proceeds.	RFP Clause shall prevail
xiii)	Tentative schedule for selection process	Proposal Due Date (PDD) ...	In view of the detailed submissions and requirement of the RFP, it is requested that the PDD may be extended by 2 week.	Please refer to the Corrigendum
2.	<u>Name of Firm: M/s ILFS India</u>			
i)	It is understood from RFP that a Perspective Plan is already prepared by the Client. Request that the			The Final Reports of Sagarmala are

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	details of the perspective plan for the subject project (Kutch CEZ) may be shared with the bidders so that the bidder would be able to estimate the internal costing as required for the project more realistically and quote the best competitive rates without sacrificing the level of quality and detail that is intended by the Client			available on the website of the Ministry of Shipping. Please refer the website.
ii)	Duration of the assignment is provided as 9 Months. Please appreciate that the scope of work comprises of (a) Demand Estimation (b) Evaluation of multiple sites to fix suitability and (c) Draft Master Plan (d) Final Master Plan and (e) 3D Modelling. Please confirm that the time taken for following activities will be excluded from the "Duration of Assignment"	a. Time taken by Client/ Other Government Agencies in approving the deliverables submitted by Consultant at each milestone. Please note that time taken for each deliverable may be counted only from the date of approval intimated to Consultant by the Client. b. Time taken for sharing vital information such as Land record details, Existing Industrial data base etc. from respective government agencies which are crucial in assessing the suitability of land banks and demand forecast for CEZ.		RFP Clause shall prevail
iii)	Please specify whether the Consultant team should be deployed at the Client office for the entire duration of the assignment.			RFP Clause shall prevail
iv)	Form 4B to 4E: Please confirm whether the payments will be against production of actual vouchers for the expense/ cost breakup as per the forms. Please also confirm whether input tax credit will be given in the event of GST becoming effective during the tenure of the assignment.			Cost of Out of Pocket Expenses need to be included in the total financial quote provided by the bidders. Taxes would be applicable at prevalent rates.
v)	Techno Economic Feasibility Studies: Please confirm that the drawing and detailing would be of typical nature and "good for estimate" purpose only.			RFP Clause shall prevail.

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vi)	<p>Please also confirm that feasibility studies in respect of Rail line and Power Transmission to be done on a preliminary basis only and not to the extent of fulfilling all requirements "For Application/Permit" level (as required in DPR stage) from respective agencies.</p> <p>Please appreciate that both levels have significant difference in cost levels and a clarification is necessary to help all bidders being equally informed.</p>			RFP clause shall prevail
vii)	<p>Please confirm that the GIS/Cadastral maps to be used for the studies are to be obtained from the State Government (Pg 75). In the event the Consultant is required to develop GIS maps/ Cadastral maps on its own due to non availability of requisite maps with State agencies, the cost of such mapping would be payable in addition to the Contract Value of the Assignment.. (Field Survey/ Geo tech investigations to be done by the Consultant only for the selected land parcel and not for the alternative land banks proposed for evaluation)</p>			The ownership of the land is with the agencies of State Government. The State nodal agency will assist the selected consultant in getting the further details on best effort basis.
viii)	<p>Please confirm that in respect of the stake holder workshops, the scope of Consultant is limited to providing project briefing to the participants by the Expert Team and that cost of meeting venue, facilitation etc would be borne by the Client.</p>			The costs of venue, facilitation etc. shall be incorporated in the financial quote provided by the bidders.
ix)	<p>The area proposed for Kandla is approx. 18320 ha and the minimum area specified as eligibility criteria for bidders is only 10 sq km which is about 5% of the work involved. Please appreciate that such very low threshold for minimum eligibility is not justifiable from technical adequacy point and not in line with the guidelines for Government procurement.</p> <p>Therefore we suggest that the minimum eligibility</p>			RFP Clause shall prevail

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	criteria may be fixed as 12000 Ha which is about 65% of the area involved in the project.			
x)	Clause 9.4.4 page 30 of the RFP seems to have an error as the technical score st calculated is in decimals, please clarify	The technical scores (St) of the Technical Proposals will be determined using the following formula: $St = T \times Tw/100$; in which St is the technical score, T is the score of the Technical Proposal under consideration and Tw is the weightage assigned to Technical Proposal that is 0.80.		The technical scores (St) of the Technical Proposals will be determined using the following formula: $St = T \times Tw$; in which St is the technical score, T is the score of the Technical Proposal under consideration and Tw is the weightage assigned to Technical Proposal that is 0.80.
xi)	6.5.2 Conflict of Interest	6.5.2.3 Consultants and Affiliates not to Engage in Certain Activities The prohibition provided in this clause continues for a period of 2 years from the completion of the Services under this Contract, which is onerous.		RFP Clause shall prevail
xiii)	6.5.2.4 Prohibition of Conflicting Activities: Prohibition on the Consultant to carry on any activities even after the termination of this Contract is onerous. Further, the clause extends to any 'such other activities' as may be specified by the Client. The scope of services which are restricted is thus enlarged by these words and this is onerous for the			RFP Clause shall prevail

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	Consultant.			
xiv)	6.5.4 Consultant's Actions Requiring Client's Prior Approval: The Consultant cannot be obliged to disclose its internal Arrangements with its Sub-Consultants, so long as the Consultant is delivering and performing its obligations under the Contract. The requirement of obtaining prior approval for the terms of engagement of the sub-consultant is onerous and may lead to delays			RFP Clause shall prevail
3.	<u>Name of Firm: M/s Wadia Techno-Engineering Services Ltd.</u>			
i)	Page - 12 Clause - 5.1	Bid Security	We request the Bid security Amount to be reduced to INR 5 Lakhs	RFP Clause shall prevail
ii)	Page - 26 Clause -9.3 I	Average Annual Turnover to exceed Rs. 100 crore : This criterion is to be satisfied by the lead partner or to be jointly satisfied by both the lead and JV partner.	We request the Client to kindly allow any one member of the consortium to be the Lead Member, If average annual turnover Rs. 100 Crores is jointly satisfied by JV Partners. We would also request	RFP Clause shall prevail
iii)	Page - 18 Clause - 7.3 I	The Key personnel must be Permanent and full time Employees of the firm	We would request the Client to also consider Key Experts who are not full time Employees of the Firm Currently but shall be available full time during Project Execution.	RFP Clause shall prevail
4.	<u>Name of Firm: M/s SAI Consulting Engineers Pvt. Ltd.</u>			
i)	Page-21 Clause - 7.21	"Financial proposal" Since the government policies are undergoing change, we request you to consider excluding all		Bidders are expected to provide their

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		applicable government taxes (i.e. Service Tax, GST, etc) from the financial proposal. Please consider.		financial quotes including taxes at prevailing rates. .
ii)	Page – 29	Qualification and competence of the key staff for the Assignment	Transportation Expert: We request you to please consider an expert having Masters in Transport Planning or Transportation Engineering. Please consider.	Should have Masters in Transport Planning or Transportation Engineering or equivalent with expertise in traffic and transport studies for major transport infrastructure projects (Highways & Urban Transport).
iii)	Page – 29	Qualification and competence of the key staff for the Assignment	Urban Design Expert: We request you to please consider an expert having Masters in Architecture/ Urban Design or equivalent with 5 years of experience. Please consider.	RFP Clause shall prevail.
iv)	Page – 74	SECTION 5: TERMS OF REFERENCE	“Conduct site visits and necessary studies (e.g. representative topographical and geotechnical assessments) to..” We understand that secondary data has to be	Bidders can suggest their respective approach & methodology to suggest the most appropriate

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			used for topographical and geotechnical assessments. Please confirm	
v)	Page – 73-77	SECTION 5: TERMS OF REFERENCE	We understand that the Master Plan has to be prepared for only 1 CEU. Please confirm.	RFP Clause shall prevail.
vi)	Page-36	Datasheet (3.0)	“Duration of assignment shall be for a period of 9 months.” Based on our past experience of projects across India, and considering the project area and scope of work to be done, the duration of 9 months is insufficient. We suggest extending the time to 12 to 15 months. Please consider.	RFP Clause shall prevail.
vii)	Page-36	Datasheet (4.1)	We request you to extend the submission date by at least 3 weeks after issuing clarifications of Pre-bid queries to all consultants, so as to submit a Technically and Financially sound proposal.	Please refer to the Corrigendum.
5.	<u>Name of Firm: M/s LEA Associates South Asia Pvt. Ltd.</u>			
1.	Pg 4, Background		Kindly elaborate upon the	Kindly refer to the

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			financing scheme for CEZ and CEUs.	Final Reports on Sagarmala available on the website of the Ministry of Shipping.
2.	Pg 18, Clause 7.3 (i)	The Key Personnel must be permanent and full time employee(s) of the firm	Our proposed team shall be a mix of (a) Full time employees and (b) Retained Consultants – Full time or Project based. We hope this is acceptable. Kindly confirm.	RFP Clause shall prevail.
3.	Pg 21, Clause 7.11 (v)	Each page of the CV must be signed in original by the Authorised representative together with original or electronic signature of the key team member at the proposal stage.	For each proposed key professional the scanned signatures would be used in the Technical Proposal. We hope this is acceptable. Kindly confirm.	RFP clause shall prevail.
4.	Pg 28,	Evaluation Criteria (a) Specific experience of the consultants related to the Assignment	It is not clear as to how many project experiences under this criterion need to be included to score full marks by a bidder. Kindly clarify.	RFP Clause shall prevail
5.	Pg 28,	The client may at its discretion call the bidders for a detailed presentation	Kindly confirm if this Technical Proposal shall be followed by a detailed Presentation.	RFP clause shall prevail.
6.	<u>Name of Firm: M/s Crisil Risk Infrastructure Private Limited</u>			

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1.	Section 6.5 Page 16	An Applicant eventually appointed to provide Consultancy for this Assignment / Project, or its Affiliates, shall be disqualified from subsequently providing goods or works or services related to the master planning of CEZ/ CEUs or assignment initiated or managed by SDC for the duration for which the appointed consultant will be engaged by Indian Ports Association. Breach of this obligation shall be construed as Conflict of Interest.	Under the Sagarmala Programme, more than 400 projects have been identified for the development, and CEZ/CEUs projects are only a part of those identified projects. Under the current provision, consultant may not be able to participate in any of the projects initiated by SDC. Therefore, we request the Authority to restrict the consultant to undertake goods or works or services related to only master planning of CEZ/ CEUs projects.	RFP Clause shall prevail.
2.	Section 5, Terms of Reference Stage 2: Preparation of Master Plan for CEU Page 76	Techno – Economic Feasibility studies for selected 5 infrastructure projects. The following are to be prepared for each of the infrastructure project (i) Designs and drawings (ii) Preliminary cost estimates (iii) Implementation action plan (iv) Financing strategy	We request the Authority to please clarify whether detailed designs and drawings are to be prepared for each of the 5 infrastructure projects or broad concept plan/layout plan would suffice.	RFP clause shall prevail
3.	Section 5, Terms of Reference Stage 2: Preparation of Master Plan for CEU Page 74	Prepare Preliminary Master Plan Frameworks for the identified land parcel - Conduct site visits and necessary studies (e.g.	We request the Authority to enunciate the requirement of various	RFP Clause shall prevail

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		representative topographical and geotechnical assessments) to understand the layout of the existing/identified land parcels, study site characteristics, infrastructure & connectivity, drainage patterns, village locations, land use patterns, socio economic profile etc.	representative studies and suggest whether detailed surveys will be necessary for the preliminary master plan framework.	
4.	Data sheet 4.1 Page 36	The last date of submission of proposal is: 08/06/2017 before 3:00 PM (IST)	In order to submit responsive and well suited proposal, we believe more time will be needed on account of addressing responses from Authority on pre-bid queries. We would request the Authority to provide at least 2 weeks from the issue of clarifications on the pre-bid queries.	Please refer to the Corrigendum
5.	Section 6.4.2 (Page 88)	By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of the events specified in this clause: a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.	We request the Authority to add a condition in case of material breach by the Client. Please consider the below: <i>"if the Client does not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Consultants may have</i>	RFP Clause shall prevail

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			<i>subsequently approved in writing;"</i>	
6.	Section 6.4.3 (Page 88)	Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, (iv) the rights of indemnity of the Client specified in clause 11.2 and (v) any right which a Party may have under the Applicable Law.	We request the Authority to add a condition. Please consider the below: <i>“(vi) the rights would survive termination for a period of one year from the date of termination or expiry of the agreement”</i>	RFP Clause shall prevail
7.	Section 6.4.5 (b) Page 88-89	If the Contract is terminated pursuant to Clause 2.5.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.	We request the Authority to consider Deletion of this particular clause	RFP Clause shall prevail
8.	Section 6.5.3 Page 90	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	We request the Authority to add the following to the Confidentiality clause. Please consider the below:	RFP Clause shall prevail

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		<p>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><i>“The obligations of confidentiality in this Contract do not apply to information which:</i></p> <ul style="list-style-type: none"><i>a) is in the public domain at the time of disclosure to the receiving party or which later comes into the public domain through no breach of this Contract by the receiving party;</i><i>b) the receiving party can show has come into its possession independent of its disclosure by the disclosing party;</i><i>c) is lawfully disclosed to the receiving party by a third party without confidentiality obligations;</i><i>d) the receiving party can show is independently developed by or known to it without reference to the confidential information;</i><i>e) the disclosing party has approved for disclosure or release; or</i> <p><i>is required to be disclosed by the receiving party in order to comply with law, regulation or order or requirement of an</i></p>	
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			<p><i>authority (Binding Disclosure), provided that unless the receiving party is precluded from notifying the disclosing party about the requirement of a Binding Disclosure (in the opinion of the receiving party's legal counsel), the receiving party will give the disclosing party as much prior written notice as is practicable under the circumstances to enable the disclosing party to seek protective orders where feasible. To the extent that the receiving party is precluded from notifying the disclosing party or the disclosing party is unable to obtain legally binding waiver from Binding Disclosure in time for the receiving party to comply with the obligations as to Binding Disclosure, the confidentiality obligations set out in this Contract shall be waived."</i></p>	
9.	Section 6.5.6 Page 91	Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to	Any methodology, process, technique that is adopted by the Consultant in providing the Services	RFP Clause shall prevail

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		<p>this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.</p>	<p>belongs to the Consultant.</p> <p>We request the Authority to add the following to the Documents clause to reflect the same:</p> <p><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 licence 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></p>	
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10.	Section 6.10.1.1 Page 94	The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.	Since our deliverables are mostly based on publicly available information or information supplied by the client, we request the authority to please consider Deletion of this particular clause	RFP Clause shall prevail
11.	Section 6.10.1.2 Page 94	The Consultant shall be fully responsible for the accuracy of reports, plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the reports, designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.	Since our deliverables are mostly based on publicly available information or information supplied by the client, we request the authority to please consider Deletion of this particular clause	RFP Clause shall prevail
12.	Section 6.13.2 Page 94	Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys’ fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively “Indemnified matter”). As soon as reasonably practicable after thereceipt by	We can provide indemnity for gross negligence, willful misconduct and breach of third party intellectual property rights. Hence, we request the Authority to consider Deletion of a particular sub clause stated below - <i>“indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise</i>	RFP Clause shall prevail

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		<p>the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and / or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.</p>	<p><i>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”</i></p> <p>We can provide indemnity for gross negligence, willful misconduct and breach of third party intellectual property rights</p> <p>If the consultant indemnifies the client, then further action should not follow.</p> <p>Hence, we request the Authority to consider Deletion of a particular sub clause stated below –</p> <p><i>“The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise”</i></p>	
13.	Section 6.5.7 (a) Page 98	Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in	We request the Authority to consider changing “Negligence” to “Gross	RFP Clause shall prevail

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		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	Negligence in this particular clause	
14.	Section 6.5.7 (b) Page 99	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.	We request the Authority to consider Deletion of this particular clause	RFP Clause shall prevail
7.	<u>Name of Firm: M/s Feedback Infra Private Limited</u>			
1.	RFP document / Section 5/ Terms of Reference/Preparation of Master Plan for the CEUs/ Page 74	Stage-1: Preparation of Concept Master Plan for CEU	a) ToR is silent regarding availability and/or procurement of satellite imagery (high-resolution); which is essential for the preparation of Master Plan, please clarify.	The ownership of the land is with the agencies of State Government. The State nodal agency will assist the selected consultant in getting the further details on best effort basis.
2.		Stage-1: Preparation of Concept Master Plan for CEU <ul style="list-style-type: none"> ▪ Obtain and analyze cadastral map of the CEU land area 	a) Cadastral maps will be provided in which format (hard/soft copy)? b) If the cadastral maps are available in hard copy, is it in the consultant's scope of work to digitize them?	The ownership of the land is with the agencies of State Government. The State nodal agency will assist the selected consultant in getting the further details on best effort basis.
3.	RFP document / Section 5/ Terms of Reference/Preparation of Master Plan for the CEUs/ Page 74	Stage-1: Preparation of Concept Master Plan 3. Prepare Preliminary Master Plan Frameworks for the identified land parcel	a) Please clarify whether the necessary studies to be undertaken will	Selected consultant shall be required to

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		<p>Plan for CEU.</p> <ul style="list-style-type: none"> ▪ Conduct site visits and necessary studies (e.g. representative topographical and geotechnical assessments) to understand the layout of the existing/identified land parcels, study site characteristics, infrastructure & connectivity, drainage patterns, village locations, land use patterns, socio economic profile etc. 	<p>be based on secondary data or will be undertaken through primary surveys as well?</p> <p>b) If primary survey(s) have to be conducted by the consultant, then which sector(s) will be taken into consideration? Please clarify.</p>	<p>undertake site visits and surveys as required</p>
4.	RFP document / Section 5/ Terms of Reference/Preparation of Master Plan for the CEUs/ Page 75	<p>Stage 2: Preparation of Master Plan for CEU</p> <p>Layout plan and area tabulation (including gross, developable and net saleable areas); Land use plan; Density plan (floor area ratios and accommodation values); Green (landscape) and open space plan; Landmarks and other amenities;</p> <p>Develop a detailed transportation plan that ensures end to end integration of the proposed CEUs and all key industrial infrastructure in the CEZs with ports. This should include physical connectivity as well as seamless documentation procedures</p>	<p>We understand that the Master Plan for the CEU is to be at the scale of 1:10000. Please clarify regarding the scale for layout plan, detailed transportation plan and other related plans.</p>	<p>The Terms of Reference are self-explanatory.</p>
5.	RFP document / Section 5/ Terms of Reference/Preparation of Master Plan for the CEUs/ Page 76	<p>Stage 2: Preparation of Master Plan for CEU</p> <p>2. Techno – Economic Feasibility studies for selected 5 infrastructure projects</p> <p>The following are to be prepared for each of the infrastructure project</p> <p>(i) Designs and drawings</p>	<p>Under the Techno-Economic Feasibility, we understand that the consultant is required to prepare Design & Drawings for the infrastructure projects. Please clarify at what level do these have to be detailed out?</p>	<p>RFP Clause shall prevail</p>

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6.	RFP document / Section 5/ Terms of Reference/Preparation of Master Plan for the CEUs/ Page 76	Deliverable and Payment Schedule	<p>We understand that all the deliverables have to be submitted within 7.5 months whereas the entire project duration is 9 months.</p> <p>However, as per our assessment of the scope of work (since the Master Plan includes detailed layout plans and other specific plans & 3D model); The time duration for the approval and comments/modifications of each deliverable by the client also come under the duration of 7.5 months. Hence, it is suggested to increase the total project duration to minimum 12 months.</p>	RFP Clause shall prevail
7.	RFP document / Section 5/ Terms of Reference/Preparation of Master Plan for the CEUs/ Page 74	Stage-1: Preparation of Concept Master Plan for CEU <ul style="list-style-type: none">▪ Obtain and analyse cadastral map of the CEU land area	Will the cadastral maps be provided by client or consultant has to directly obtain from the concerned authority?	The ownership of the land is with the agencies of State Government. The State nodal agency will assist the selected consultant in getting the further details on best effort basis.

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		Stage-1: Preparation of Concept Master Plan for CEU	Please clarify what all secondary data (documents, maps, etc.) like National Perspective Plan & CEZ shall be provided by the client ?	The National Perspective Plan and the Final Reports on Sagarmala are available on the website of the Ministry of Shipping. The bidders may refer to the same
8.	RFP document / Section 2/ Clause No. 7.3, Preparation of Proposal / Page 18	Technical Proposal i. The Key Personnel must be permanent and full time employee(s) of the firm.	As full time/ permanent staff may not be available against all the positions indicated in the TOR with the Firm therefore, we request to allow freelance consultants also for this Project.	RFP Clause shall prevail.
9.	Section 2 / Clause No.14, Tentative Schedule for selection process / Page no.35	Proposal Due Date (PDD): 08/06/2017, 1500 Hrs	Please provide at least 20 days for preparation of proposal after issuing the clarification on pre-bid queries/ publishing minutes of meeting.	Please refer to the Corrigendum
10.	Section 2 / Clause No. the key staff for the assignment / Page no.28-29	Educational Qualification for Team Leader position	We request to consider Post Graduate Degree in Urban / Regional Planning/Urban Design for the Team Leader position. Please confirm.	RFP Clause shall prevail
11.	Section 3, Form 3B/ Page 43	Format for Responsiveness of Proposal (Eligible Projects) Project Specific Experience ▪ Projects without the proof of experience from respective client will not be considered	We understand that payment received certificate authenticated by Chartered Accountant	RFP clause shall prevail

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			(CA) or related documents for projects like minutes of meeting/ approval of deliverables, etc. may also be considered. Please confirm.	
12.	Section 6, SCC, Clause No. 6.1.7/ Page No. 98	The consultant shall pay all taxes other than service tax, the client will pay the service tax separately as applicable.	Kindly confirm that, in case Goods & Service Tax ("GST") made effective by the Central and State Government during the course of execution of this Contract, then the taxation part will be revised accordingly for the performance of the balance work.	The prevailing tax rates shall be applicable.
13.	Section 6, SCC, Clause No. 6.5.7/ Page No. 98	Limitation of the Consultants' Liability towards the Client	We request to add 'Limitation of Consultants Liability' in the SCC, which is in line with the general consultancy contracts followed in India, ie., "Notwithstanding anything contained in this Contract, RFP or any other document, the maximum amount of aggregate liability and indemnity of Consultant in any event shall not exceed than the fee received by the Consultant on the date of arising such liability/	RFP Clause shall prevail

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			indemnity”.	
7.	<u>Name of Firm: M/s Atkins</u>			
1.	<u>Proposal Due Date</u> – Data Sheet, 4.1, pg 36	We request you to kindly provide at least 4 (Four) weeks time from the date of issuance of formal clarifications/ corrigendum/ addendums for submission of bid proposal, in view of pulling the desired info for submitting robust technical submission and collating bid for e-tender submission. Kindly consider extending the date to 29th June 2017 .		Please refer to the Corrigendum
2.	<u>Key Personnel</u> – Section 2, Clause 9.4.4- Qualification of Key Staff, pg 29-30 <u>Section 7.3 (i), pg.18</u> <u>Section 7.3 (xi), pg.19</u>	Please confirm if overseas CVs/ resources of our parent Group/ Sister company shall be acceptable for Core positions without forming JV/ consortium with our parent Group/ Sister company.		The clauses in the RFP are clear and self-explanatory.
3.	<u>Key Personnel</u> – Section 2, Clause 9.4.4- Qualification of Key Staff, <u>Position no. 6, pg 29-30</u>	For the position of ‘Urban Design Expert’, please consider Masters in Landscape Architecture as ‘equivalent qualifications’.		RFP Clause shall prevail
4.	<u>Form 3B</u> format for Responsiveness of Proposal_Format for Technical Proposal, pg 43	Please confirm whether Client Award Letter, proof of official communication from the Client,		RFP Clause shall prevail

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	<u>and Section 7.3 (ix), pg.19</u>	Invoices, Contract extract or any other such documents will be accepted as supporting evidence for Project experience? Please confirm.		
5.	Form 3B format for Responsiveness of Proposal_Format for Technical Proposal, pg 43 <u>Section 7.3 (ix), pg.19</u> <u>Section 7.3 (x), pg.19</u>	If the consultant has carried out a project (as a sub consultant) for the Group/ Sister Company, in that event will the certificate issued by the Group/ Sister Company be accepted as evidence towards project experience? Please confirm.		The certificate must be issued by the respective client in the name of the bidding entity
6.	Form 3B format for Responsiveness of Proposal_Format for Technical Proposal, pg 43 <u>Section 7.3 (ix), pg.19</u> <u>Section 7.3 (x), pg.19</u>	Will project experience of parent Group/ Sister company be acceptable for evaluation without the Group/ Sister company forming part of the consortium?		No
7.	<u>E-tendering Instructions, pg 108 – 111</u>	S. no. 13 mentions the file size (to be uploaded) to be limited upto maximum of 2MB. However please clarify if there is an overall 'size limitation' for the 'bid folder' – eg. 10 MB/ 5 MB. There is potential risk, that we would be unable to upload all the requisite documents if the capping limit is reached. Thus, it would be useful		There is no overall file size limitation

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		to know this information.		
8.	<u>Section 5: TOR</u>	It is our understanding that in the Stage 1, 2-3 land parcels for CEUs need to be identified and the Preliminary + Detailed Master Plan to be prepared <u>only for the identified CEUs</u> in the subsequent stages 2 &3. Please confirm.		The Terms of Reference are self-explanatory.
9.	<u>Section 5: TOR</u>	Please inform the tentative area envisaged for the CEUs in sq km.		Please refer to Annexure C: Land details in the RFP
10.	<u>Section 5: TOR, Stage – 2</u>	It is mentioned under this subsection ‘to prepare necessary master plan drawings including elevations of key architectural features including aerial rendering and eye level rendering’. Our understanding is architectural details for the elevations of ‘key buildings’ is required only to reflect in the renderings and 3D model, and no detailed floor plans/ elevations envisaged. Please clarify and elaborate on this aspect.		RFP Clause shall prevail
11.	<u>General – Data/ reports</u>	Please inform, if any background studies/ reports are carried out for		The Final Reports of Sagarmala are available on the

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		this opportunity. If yes, then please inform if the consultant shall be able to view them at the Client's premises.		website of the Ministry of Shipping. Please refer the website.
12.	<u>General – Data availability</u> – power, water and waste management, water resources, transport (ports, airports, highways, waterways and railways) - <u>Page73</u>	Please inform if the client already has the GIS based topographic data/ satellite imageries or contour map, geo-tech survey data and geo reference map of the project area. Does the client envisage procurement of satellite imageries/ other data from NRSA or other state agencies? Will the client make this data available to the consultant? Kindly confirm.		The ownership of the land is with the agencies of State Government. The State nodal agency will assist the selected consultant in getting the further details on best effort basis.
13.	<u>Section 5 – TOR:</u> Deliverable and Payment Schedule, pg 75	The table indicates the payments are linked to deliverables. Kindly confirm.		RFP clause shall prevail
14.	<u>Section 5 – TOR:</u> Deliverable and Payment Schedule, pg 75. After reviewing the scope of work in Stage 1, vis-à-vis deliverable schedule, it is noted that it will not be feasible to submit the Deliverable 2, Draft Report on concept Master Plan without finalising the CEUs which is again associated with GIS based SWOT analysis and market analysis on product-mix. Thus for the effective implementation of the subject opportunity and achieve the project objectives, it is proposed to introduce an Interim Deliverable (highlighted cell) with appropriate schedule and payment mechanism. Please consider the same.			RFP Clause shall prevail.

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Sn	Milestone Details	Activity Duration (in Months)	Payment
1.	Advance Payment	At Award (D)	10%
2.	Inception Report	D+ 1 Month	15%
3.	Interim Report: <ul style="list-style-type: none">• SWOT Analysis• Finalising location and sizing of CEUs• Finalising 5 Key infrastructure projects• Conceptual Zoning options for finalised CEUs	D+ 2.5 months	15%
4.	Submission of Draft Report on Concept Master Plan	D+4 Months	15%
5.	Submission of Draft Techno-economic Feasibility Reports for selected Five Projects	D+ 5 Months	15%
6.	Submission of Draft Master Plan report for CEU, after incorporating comments and observations from Stakeholders	D + 6 Months	10%
7.	Submission of Final Techno-economic Feasibility Reports for selected Five Projects	D + 7.5 Months	15%

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	8.	Submission of Final Master Plan report for CEU, after incorporating comments and observations from stakeholders.	D+ 9 Months	5%			
15.	<u>Limitations of Consultant's Liability</u> <u>Clause 6.5.7 of GCC and SCC, pgs. 91, 98-99.</u>			There is no mention of overall cap of the Limitation of Consultant's Liability. In the absence of such an umbrella clause, Limitation of Consultant's Liability would be open to interpretation. It is requested to insert a clause to cap aggregate Limitation of Consultant's Liability whether under the contract, in tort or otherwise to a maximum of 10% of the Financial Fee proposal as an umbrella limitation.			RFP Clause shall prevail
16.	<u>Payment upon termination</u> <u>Clause 6.4.5. (a) of GCC, pg. 88.</u>			It is requested to amend <u>Clause 6.4.5. (a) of GCC</u> as follows: "Remuneration pursuant to relevant clauses for Services satisfactorily performed to <u>reasonable satisfaction of Client</u> prior to the effective date of termination"			RFP Clause shall prevail
17.	<u>Conflict of Interest by Consultant, sub-consultants and affiliates</u> <u>Clause 6.5.2.3 of GCC, pg. 90</u>			This clause seems to be unenforceable with potential sub-consultants and affiliates. We request you to appropriately			RFP Clause shall prevail

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		remove or amend this clause.		
18.	Liquidated Damages <u>Clause 6.11 of GCC, pg. 94.</u>	Client is requested to delete the clause pertaining to Liquidated Damages as any delays in this assignment may not have direct bearing on delays in operational function and resulting losses to the Client.		RFP Clause shall prevail
19.	Indemnity <u>Clause 6.13.2 (b) of GCC, pg. 95.</u>	It is requested to delete the word 'alleged' from 'alleged negligent' from the sixth line of <u>Clause 6.13.2 (b) of GCC</u> , as it does not provide a fair recourse to the Client to prove any allegation of negligence/ fault against them in order to trigger the indemnity provisions.		RFP Clause shall prevail
20.	Payment mode <u>Clause 6.8. of GCC, pg 93.</u> <u>Clause 6.4. of SCC, pg 100</u>	The Client is requested to amend Clause 6.8 to issue milestone payments within 15 days of invoicing instead of 60 days.		RFP Clause shall prevail
21.	Approval mechanism for deliverables and payments <u>Clause 6.8. of GCC, pg 93.</u>	Please clarify what will be the Approval mechanism for deliverables and payments within the Client organization? Will a Project Management Consultant		RFP Clause shall prevail

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		<p>(PMC) be appointed for this project?</p> <p>Pl clarify who has the responsibility for obtaining approval on deliverables from the Client and/or State/ Nodal Agency/ SPV? Is it the Consultant or the PMC?</p> <p>Has any Local/ State/ Nodal Agency/ SPV been identified or formed? Pl confirm the name of such Local/ State/ Nodal Agency/ SPV.</p>		
22.	<u>Appendix I:</u> Format for Performance Security Bank Guarantee, pgs. 102-103	We request you to consider inserting the words “ WRITTEN DEMAND ” atleast in any one place within the format of the Performance Security Bang Guarantee format.		RFP Clause shall prevail
23.	<u>General Queries:</u> Project Extents/ Service Level parameters and Change Control Management	Client is requested to clearly ‘define and demarcate the project extents/ service level parameters’ at the beginning of the project. The Consultant will undertake the design services based on this defined project extents/ service level parameters. Any ‘change/ deviation to this project extents/		RFP Clause shall prevail

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		parameters’ will be the subject of ‘change control’ Considering the nature of consultancy, i.e. prelim design, any change in the project extents/ population projections/ demand projections/ service level parameters has significant impact on the ‘already achieved milestone and the subsequent deliverables – which results into rework – and is a huge risk. Therefore, to mitigate this risk on either side, we request the Client to introduce ‘appropriate clause on Change Control Mechanism’ in the contract. Please consider and confirm.		
8.	<u>Name of Firm: M/s Alia Consulting Solutions Pvt. Ltd.</u>			
1	<p>There are 2 different statements on the same criteria-</p> <p>1. Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member (as per Format of Power of Attorney format, page no.56 of RFP)</p> <p>2. This criterion is to be satisfied by the lead partner or to be jointly satisfied by both the lead and JV partner (as per Clause no. 9.3 (1) of Minimum Qualification Criteria on turnover, page no.27 of RFP)</p>	<p>We find following condition of this Bid documents may stifle competition & deny participation of many companies who have sound credentials for this project.</p>	<p>We request you to please clarify on above statements.</p>	<p>Please read the clause as: This criterion is to be satisfied by the lead partner or to be jointly satisfied by both the lead and JV partner (as per Clause no. 9.3 (1) of Minimum Qualification</p>

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				Criteria on turnover, page no.27 of RFP)
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