

Response to the queries of RFP for Appointment of Consultant for Strategic Decision Support Unit (SDSU) for the development of International Container Transshipment Port (ICTP) at Galathea Bay, GNI

Sr. No.	Reference Clause	Pg. no.	RFP Clause	Bidder's Query/ Clarification sought	Clarification by KPL
1	Section I: E-Tender Notice; 3. Section - III: Instructions to Bidders; 10, 10.1, 10.1.1, 10.2	5, 30, 33	<u>Participation in Joint Venture/ Consortium is not allowed</u> <u>Joint venture will not be allowed.</u> However, wholly owned subsidiary firm of the foreign company is eligible to quote based on the experience credentials of its parent company with parent company guarantee, if they submit certificate from the parent company to that effect. In case, the qualification is based on Parent company then both Parent company & subsidiary shall sign contract with KPL.	The Authority is requested to consider allowing sub-consultants for specialized roles such as Company Secretary, Environment and Sustainability expert, Associate Technical Consultant etc. considering the niche expertise required during the assignment. The Authority may consider revising the clause as follows: <u>Participation in Joint Venture / Consortium is not allowed.</u> <u>However, the Bidder may carry out sub-contracting for key personnel.</u>	Please Refer Amendment-3
2	Section I: E-Tender Notice 3. Eligible Assignments Table 1: Minimum Eligibility Criteria A. Experience of the firm A1. Port Strategy Experience Section - III: Instructions to Bidders; 10. Minimum Qualifying Criteria; 10.2 Technical & Financial capabilities Table 3: Minimum Eligibility Criteria A. Experience of the firm A1. Port Strategy Experience	6, 33, 34	Experience of providing strategic consulting to ports sector in India / Outside India in an "Eligible Assignment(s)" Eligible Assignments are defined as Strategic projects/Infrastructure projects in Ports/ Airports/ allied transport Sectors advisory projects with a fee exceeding INR 5 crore each completed within the last 7 financial years starting from FY 2018-19. Minimum 2 project are eligible. Work related to IT/ Audit/ Taxation are not eligible. <u>Certificate from Statutory Auditor shall be enclosed as a proof for receipt of fees</u>	The Authority is requested to allow certification by a Chartered Accountant (CA) or Self Certification by Managing Director along with the Statutory Auditor certificate. The Authority may consider revising the clause as follows: <u>Certificate from Statutory Auditor or Chartered Accountant (CA) or self-certification by Managing Director shall be enclosed as proof for receipt of fees.</u>	Please Refer Amendment-3

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3	Section I: E-Tender Notice 3. Eligible Assignments Table 1: Minimum Eligibility Criteria A. Experience of the firm A2. Port Strategy Experience Section - III: Instructions to Bidders; 10. Minimum Qualifying Criteria; 10.2 Technical & Financial capabilities Table 3: Minimum Eligibility Criteria A. Experience of the firm A2. Port Strategy Experience	6, 33, 34	<p>Consultancy Experience in Infrastructure Projects (Beyond Port sector) of minimum value of INR 4004 crore</p> <p><u>Completion Certificate along with the project cost from Client shall be enclosed as a proof for qualifying the work.</u></p> <p>Work related to IT/ Audit/ Taxation are not eligible.</p>	<p>The Authority is requested to relax this clause and allow for certification by a Chartered Accountant (CA) or Self Certification by Managing Director as an acceptable proof of project experience due to non-disclosure agreements with the client.</p> <p>The Authority may consider revising the clause as follows:</p> <p><u>Completion Certificate along with the project cost from Client or certification by a Chartered Accountant (CA) or Self Certification by the Managing Director of the Bidder shall be enclosed as a proof for qualifying the work.</u></p>	Please Refer Amendment-3
4	Section I: E-Tender Notice 3. Eligible Assignments Notes ii Section - III: Instructions to Bidders; 10. Minimum Qualifying Criteria; 10.2 Technical & Financial capabilities Notes ii	8,35	<p>Bidders shall submit Work Orders or Completion Certificates with details of the project like scope, duration, timeframe to support their claim describing their actual scope of work delivered and Cost.</p> <p>Each Work Order/ Contract shall constitute a separate consulting assignment for submission.</p>	<p>The Authority is requested to relax this clause and allow for certification by a Chartered Accountant (CA) or Self Certification by Managing Director as an acceptable proof of project experience due to non-disclosure agreements with the client.</p> <p>The Authority may consider revising the clause as follows:</p> <p><u>Bidders shall submit Work Orders / Completion Certificates / Certification by a Chartered Accountant (CA) or Self certification by the Managing Director of the Bidder with details of the project like scope, duration, timeframe to support their claim describing their actual scope of work delivered and Cost.</u></p> <p><u>Each Work Order/ Contract shall constitute a separate consulting assignment for submission.</u></p>	Please Refer Amendment-3

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5	Section I: E-Tender Notice 3. Eligible Assignments Notes xii Section - III: Instructions to Bidders; 10. Minimum Qualifying Criteria; 10.2 Technical & Financial capabilities Notes xii	9.37	<p>“Substantially completed” means, more than 80% of the physical execution is completed. The firm/ firms shall submit the relevant project details for eligible experience along with work order and scope of work in hand.</p> <p><u>Project with completion of 80% and above shall be considered if critical component of project is complete.</u></p> <p>The overall performance of the tenderer shall be examined based on the performance certificate issued by the Client for substantially completed works.</p>	<p>We understand that projects which are “Substantially completed” will be considered as the project experience for firm as well as key personnel. The Authority is requested to clarify if our understanding is correct. Further, it is very subjective to quantify the critical component of the project and hence it is requested to evaluate the substantial completion based on physical progress or time completed (as % of the assignment duration) on the consulting assignment</p> <p>Further, the Authority is requested to relax this clause and allow for certification by a Chartered Accountant (CA) or Self Certification by Managing Director as an acceptable proof of project experience due to non-disclosure agreements with the client.</p> <p>The Authority is requested to revise the RFP as follows:</p> <p><u>“Substantially completed” means, more than 80% of the physical execution is completed or more than 80% of the time has been spent on the assignment.</u></p> <p><u>Project with completion of 80% and above shall be considered as the project experience for firm as well as key personnel.</u></p>	Please Refer Amendment-3
6	Section I: E-Tender Notice 3. Eligible Assignments Notes xiii Section - III: Instructions to Bidders; 10. Minimum Qualifying Criteria; 10.2 Technical & Financial capabilities Notes xiii	9.37	<p>The bidder shall submit completion certificates from the clients. In case of experience claimed for private works, the bidder is requested to submit TDS certificate along with submission</p>	<p>The Authority is requested to relax this clause and allow for certification by a Chartered Accountant (CA) or Self Certification by Managing Director as an acceptable proof of project experience due to non-disclosure agreements with the client.</p> <p>The Authority may consider deleting this clause as it would be covered in Notes (ii) (Sr. No. 4 above)</p>	Please Refer Amendment-3

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7	Section I: E-Tender Notice 3. Eligible Assignments Table 2: Key Professional i Personnel under Scope of work S No 1 Section I: E-Tender Notice 3. Eligible Assignments Table 1: Minimum Eligibility Criteria B Relevant Experience of Key Experts Section - III: Instructions to Bidders; 10. Minimum Qualifying Criteria; 10.3 Personnel Capabilities; S No 1	10,6,38	Team Member: Ports Strategy and Traffic Expert cum Team Leader Qualification: Masters/Graduate in Engineering and Postgraduate diploma in Management/ MBA or equivalent from a reputed institute Total Experience: Min. 15 years of recent strategy experience in the ports sector Assignment Experience Detail: Experience in port strategy and operations assignments including Traffic of transshipments. Should have the capability to lead the SDSU team Note: Work experience in the Strategic projects/Infrastructure projects in Ports/ Airports/ allied transport Sectors as advisory/consultancy projects of at least Rs 200 crore.	The Authority is requested to broaden the sectoral experience for the Team Leader as he will be responsible for providing the strategic input to the team and hence a multi-sectoral experience would be helpful in identifying the best practices across industries. Further, this criterion is restrictive and may be favoring select bidders. In addition, as the team leader will be experienced personnel with multi sectoral experience in similar projects and will be required for strategic inputs, it is proposed that Team leader should be considered Part Time, and a full-time manager is included as part of working team along with Associate Consultant and Associate Technical Consultants. The Authority may consider revising the clause as follows: <u>Qualification: Masters/Graduate in Engineering and Postgraduate diploma in Management/ MBA or equivalent from a reputed institute</u> <u>Total Experience: Min. 15 years of recent strategy experience in the ports / Maritime / Infrastructure sector including road / Highways, rail, airports, and urban transport</u> <u>Assignment Experience Detail: Experience in strategy and operations assignments in infrastructure sector. Should have the capability to lead the SDSU team</u>	Please Refer Amendment-3
8	Section I: E-Tender Notice 3. Eligible Assignments Table 2: Key Professional i Personnel under Scope of work S No 1 Section I: E-Tender Notice 3. Eligible Assignments Table 1: Minimum Eligibility Criteria B Relevant Experience of Key Experts Section - III: Instructions to Bidders; 10. Minimum Qualifying Criteria; 10.3 Personnel Capabilities; S No 1	10,6,38	New Clause to be added	A full-time project manager is proposed for day-to-day discussions with the client team along with 1 Associate Consultant and 2 Associate Technical Consultants. The Authority may consider revising the clause as follows: <u>Qualification: Masters/Graduate in Engineering and Postgraduate diploma in Management/ MBA or equivalent from a reputed institute</u> <u>Total Experience: Min. 5 years of recent strategy experience in the ports / Maritime / Infrastructure sector including road / Highways, rail, airports, and urban transport</u> <u>Assignment Experience Detail: Experience in strategy and operations assignments in infrastructure sector. Should have the experience of transaction support in infrastructure projects of Central Government.</u>	RFP clause prevails.

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9	Section I: E-Tender Notice; 3. Eligible Assignments; Table 2: Key Professional; i Personnel under Scope of work; S No 8 Section - III: Instructions to Bidders; 10. Minimum Qualifying Criteria; 10.3 Personnel Capabilities; S No 8	11,6,39	Team Member: Associate Technical consultant Qualification: Graduate in Engineering (Civil) Total Experience: Minimum 2+ years' experience in strategy consulting Assignment Experience Detail: Experience in working on strategic projects and operations projects	<p>The Authority is requested to relax the qualification criteria to allow graduates from other engineering disciplines. Associates are typically generalists and specializing in a particular sector with strategy consulting experience is not prevalent in the industry. Sectoral expertise required to deliver such engagements will come from experts requested as part of the team.</p> <p>The Authority may consider revising the clause as follows:</p> <p>Qualification: Graduate in Engineering</p>	Please Refer Amendment-3
10	Section I: E-Tender Notice 3. Eligible Assignments Table 1: Minimum Eligibility Criteria C. Technical Approach	7, 49	Approach and Methodology Scoring Poor – 40% Good – 60% Excellent – 100%	The Authority is requested to relax the scoring criteria for Approach and Methodology and make it continuous instead of step scoring for Poor, Good and Excellent based on the depth of understanding and relevant ideas for ICTP Project.	RFP clause prevails.
13	Table 1: Minimum Eligibility Criteria	6	A1: Port Strategy Experience: 20 marks Experience of providing strategic consulting to ports sector in India / Outside India in an "Eligible Assignment(s)" Eligible Assignments are defined as Strategic projects/Infrastructure projects in Ports/ Airports/ allied transport Sectors advisory projects with a fee exceeding INR 5 crore each completed within the last 7 financial years starting from FY 2018-19.	<p>We understand that the intent of the RFP is to select a consulting firm that can deliver this immensely strategic project in India. Therefore, we understand that the Consultant's India experience shall substantiate their merit to deliver this project. Kindly note that the extant criteria in the RFP is defined in such a way that bidders may obtain full marks by submitting global projects without any India experience – therefore unjustly penalizing the Consultants with proven experience in India.</p> <p>We hence request to assess the India and Global experience separately with 20 marks for India experience and 10 marks for Global experience. We respectfully submit that the higher weightage for proven Indian experience aptly recognizes the Indian consultants and this is in line with Government of India's Aatmanirbhar Bharat guidelines. Please also note that this criteria is in line with the recent RFP floated by Vadhvan Port (JNPA) regarding similar topic. We also urge the Authority to not restrict the eligible experience tenure to 07 years, but to allow experience over 10 years. This is in line with multiple Public Sector RFPs in recent past, including those run by MoPSW. Please note that India has not run such strategic projects within the Ports sector often and hence expanding the eligible experience range to 10 years allow for fair representation of the strategic consulting work carried out within Indian ports sector.</p> <p>We respectfully propose that the sum total for criteria A1 shall be 30 marks and the total marks for criteria A2 shall be 10 marks. Please note that we are proposing higher proportion of marks to Ports sector experience than the generic infrastructure experience, considering the subject matter relevance.</p> <p><i>Please also note that the certification from statutory auditors require</i></p>	Refer relevant clause of RFP & Amendment -3

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14	Table 3 Sr. No. B	34	Company Secretary Expertise: 5 marks	<p>Please note that, as per our articles of association, we are not allowed to provide advisory related to company secretariat topics. This is to ensure that 'maker-checker' mechanism is upheld in all client situations. We hence submit respectfully to not allow restrictive criteria which prevents high quality strategy consultants from participating in this tender.</p> <p>We urge the authority to reallocate the 05 marks made available through this deletion to "Approach and Methodology" section. Such re-allocation of maximum marks recognizes the approach and methodology sector at par with the experts section -i.e., 30 marks each. Please note that the approach and methodology is the critical sector for the Authority to assess the consultant's preparedness to deliver the strategic work such as ICTP.</p> <p>Kindly confirm.</p>	Please Refer Amendment-3
15	Clause 26, Payment terms	53	Payment Terms – Sr no 1 and Sr no 10	<p>We request that 72% of the payment be released on a monthly basis, similar to the structure followed in the recent bid by Vadhvan Port (JNPA). This approach enables better cash-flow management and allows bidders to submit a more competitive and optimal price proposal. The 12% currently reserved for completion milestones may be added to this monthly tranche, as the possibility of a third-year extension makes it uncertain whether the milestone will be achieved within the T+24 months indicated in the RFP. Such back-loaded milestones create undue financial risk for bidders, compelling them to quote higher fees to safeguard against uncertainty.</p> <p>We therefore request the Authority to kindly revise the payment terms to avoid artificial escalation of bids and ensure a fair, competitive bidding environment.</p>	Please Refer Amendment-3
16	Clause 26, Payment terms	53	Payment Terms – Sr no 3 and Sr no 4 Preparation, vetting, re-drafting, of RFQ, RFP, Concession agreement, SPV, JVC agreement, Shareholding agreement and other documents related to the project Obtaining/ modifying/ re-submission of the clearances from the Statutory Authorities/local bodies/ Central Government/ UTs for initiation/ implementation of the project	<p>Please note that our articles of association prohibit us from providing any legal advisory, we can however provide the business inputs towards the stated document. We hence request you alter the clause to as follows –</p> <p>Provide business inputs towards Preparation, vetting, re-drafting, of RFQ, RFP, Concession agreement, SPV, JVC agreement, Shareholding agreement and other documents related to the project. Regarding the Deliverable Sr no. 4, please note that such clearances are not in control of the consultant and they can not be obtained in a time-bound manner. We hence request to remove this as a separate deliverable and achieve the same through the monthly reports. We request that the payment milestone associated with it (i.e., 4%) shall be merged into the deliverable Sr No 3.</p>	
17	Clause 26, Payment terms	53	Payment Terms – Sr no 5 and Sr no 6 On finalization of RFP and selection of JV partner. On signing of concession agreement, JV agreement and shareholding Agreement	<p>Please note that the selection of JV partner, signing of concession agreement tantamount to delivery of the full scope and can not be delivered within 12 and 15 months. The Authority has allocated 24 months plus optional 12 months to deliver the scope.</p> <p>We hence request you to remove these deliverables and reallocate the payment milestone (i.e., 6% + 5% = 11%) to deliverable Sr No 2.</p>	

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18	Table 1: Minimum Eligibility Criteria A1 & A2 & Notes	6, 8, 9, 33, 34, 36 & 48	<p>A1: Port Strategy Experience: Certificate from Statutory Auditor shall be enclosed as a proof for receipt of fees.</p> <p>A2: Consultancy Experience in Infrastructure Projects (Beyond Port sector) of minimum value of INR 4004 crore Completion Certificate along with the project cost from Client shall be enclosed as a proof for qualifying the work.</p> <p>Notes:</p> <ul style="list-style-type: none"> ii. Bidders shall submit Work Orders or Completion Certificates with details of the project like scope, duration, timeframe to support their claim describing their actual scope of work delivered and Cost. Each Work Order/ Contract shall constitute a separate consulting assignment for submission. ix. The online submission will be considered responsive only if it is accompanied by all the requisite supporting documents. All the client certificates should be duly notarized/ Apostle from the Client Country where the project has been carried out. xiii. The bidder shall submit completion certificates from the clients. In case of experience claimed for private works the 	<p>We have signed confidentiality agreements with our clients that limit our ability to disclose their names & the Work Orders / Agreements/ Completion Certificates.</p> <p>We shall be happy to disclose the same where we are legally permitted to; however, we request you to accept the self-certificate by MD instead of the Work Orders / Agreements/ Completion Certificates, with a description of client, without explicitly disclosing their names, the nature of services we performed for them, the duration of the project and the contract value. We can additionally submit CA certificate to ensure authenticity of the fee over and above MD self-certificate. Please also note that this is a norm in many recent RFPs for central/ state Governments like</p> <ul style="list-style-type: none"> a. Request for Proposals for Strategic Support Unit for the "Shipbuilding Cell" at the Directorate General of Shipping issued in 2025 b. Engagement of Strategic Consultant of international repute for co-ordination with Working Group and preparation of a "Maritime India-Vision 2030" issued by Indian Ports Association in 2020 c. Engagement of Strategy Consultant for Operations, Marketing, Technology, Revenue, Costs and Overall business model for NHSRCL issued in 2025 	Please Refer Amendment-3
19	Table 1: Minimum Eligibility Criteria	6, 34 & 48	Relevant Experience of Key Experts	<p>It is important to understand the expertise of handling similar projects by key personnel while interacting in the presentation. Hence, we respectfully suggest to assign 50% of the key experts marks on the basis of their participation in the technical presentation. Scoring</p> <ul style="list-style-type: none"> • 50% of the marks to participation and Q&A with the expert/ key staff during the technical presentation. • 50% of the marks on the basis of number of relevant projects (project slabs remaining the same) <p>Few cases for reference are as specified below</p> <ul style="list-style-type: none"> a. Request for Proposals for Strategic Support Unit for the "Shipbuilding Cell" at the Directorate General of Shipping issued in 2025 b. Consultancy Firm for Setting up a PMU & Central Procurement Unit for Projects & procurement by Ministry of External Affairs issued in 2023 c. Selection of Agency to act as an adviser for Modernization/ Commercialization of Semi-Conductor Laboratory issued by MeITY, Govt of India in 2022 	RFP clause prevails

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20	Table 1: Minimum Eligibility Criteria	7, 35 & 48		<p>Technical Approach and Methodology presentation provides an opportunity to the technical evaluation committee to thoroughly evaluate consultant & its proposed key personnel.</p> <p>Hence, we request to increase the marks awarded to Approach & Methodology to 40 marks. The norm for Approach & Methodology across Govt projects is to award 30-45 marks as specified in below projects.</p> <p>a. Request for Proposals for Strategic Support Unit for the "Shipbuilding Cell" at the Directorate General of Shipping issued in 2025: 40 marks</p> <p>b. Engagement of Strategy Consultant for Operations, Marketing, Technology, Revenue, Costs and Overall business model for NHSRCL issued in 2025: 45 marks</p>	RFP clause prevails
21	Table 2 Sr. No. 4	11, 38 & 49	Environment and Sustainability Expert- Qualification: Postgraduate in Engineering with Environment specialization/ Post Graduate in Marine Biology	<p>We respectfully request the Authority to permit candidates holding a Post Graduate degree in Engineering, Architecture, MBA, or an equivalent qualification to meet the educational requirement. These qualifications are fully aligned with the multidisciplinary nature of the assignment, ensuring that professionals with the appropriate technical, managerial, and analytical expertise are eligible to contribute effectively. Allowing this broader set of equivalent postgraduate degrees will help attract highly competent candidates while remaining consistent with the intent of the current requirement.</p> <p>Kindly confirm.</p>	RFP clause prevails
22	Table 2 Sr. No. 8	11, 39 & 50	Associate Technical Consultant- Qualification: Graduate in Engineering (Civil)	We request the authority to kindly also allow MBA or Postgraduate diploma in Management for the Associate Technical Consultant position.	RFP clause prevails
23	Table 2 Sr. No. 9	12, 39 & 50	Associate Technical Consultant – Qualification: Graduate in Engineering with Environment specialization/ Post Graduate in Marine Biology	We request the authority to kindly also allow MBA or Postgraduate diploma in Management for the Associate Technical Consultant position.	RFP clause prevails
24	Note 1: Sr. no. 7	12	The requirement of Key Staff personnel shall be on permanent payroll for the purpose of validity of the staff to be permanent or Not, form 16B/PF Certificate duly certified by HR Department of the employee in case of Indian staff and for expatriate staff his/her	<p>Form 16B and PF Certificates contain personal and confidential employee information, and therefore cannot be shared in the public domain. In light of this, we respectfully request the Authority to kindly permit submission of a certificate from our Managing Director confirming that the proposed key personnel are bona fide employees of our organization. This approach ensures full compliance with data privacy obligations while still providing the Authority with a reliable and formally endorsed verification of employment.</p> <p>Kindly confirm.</p>	Please Refer Amendment-3

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25	Clause 4.4 (b) (ii)	72 & 73	The removal and/or replacement under (a) & (b) above shall have no cost implications on KPL and the consultant shall be vicariously responsible. Replacement in the agreed Key staff will attract a penalty of Rs.10,00,000/- per occurrence beyond second & subsequent replacement per position.	We respectfully request the Authority to kindly reconsider and remove the proposed penalty provision for replacement of key staff. Given the long duration and complexity of the assignment, unforeseen circumstances such as health, personal emergencies, organizational changes, or unavoidable professional transitions may necessitate replacement despite our best efforts. We assure the Authority that any replacement will be of equal or higher qualification and experience, with no cost implications to KPL, and we remain fully accountable for maintaining continuity and quality of service delivery. Removing the penalty will allow necessary operational flexibility while ensuring that project performance remains unaffected. Kindly confirm.	RFP clause prevails
26	Clause 35, Payment of bills and other claims	57	Payment Terms	Request you to accept a payment term of 7 days from the invoice date within which we would like to receive payments. As per our standard terms, we would like to add the clause on interest on late payment. "BCG will impose a 1.5% per month late payment fee for invoices that remain unsettled after 30 days from raising the invoice." Request you to accept the same.	RFP clause prevails
27	Clause 2.7 Termination	66	Termination	We would like to propose a mutual termination clause wherein Consultant has a right to terminate too and clarify that Consultant would cease work upon receiving termination notice. We would also like to add that in the event of a termination both with or without cause, Company pays Consultant fees and expenses upto the date of termination. We would also want that in final Contract exact events be identified that are grounds for termination and not leave it subjective to the satisfaction of one party.	RFP clause prevails
28	Clasue No 8.1, Compensation for Delay	75	Compensation for Delay	Delay fees will be capped at 5% of the contract value. If the delay is caused by the client, including delays in signing or approvals, BCG will not pay any delay fees.	RFP clause prevails
29	2.3 (a) Expiration of Contract, General Conditions of Contract (GCC)	63	In case the services have been rendered to mutual satisfaction by...	Performance of Consultant should only be determined basis the scope of work agreed in the Contract and not dependent on any satisfactory criteria.	RFP clause prevails
30	2.7.3 of GCC	67KPL shall make the payments to the Consultant for Services satisfactorily performed....	Same as above. We are not comfortable to agree to limit our payment depending on the satisfaction of Client. Services will be as per agreed terms and conditions and scope of services in the Contract.	RFP clause prevails
31	3.1 of GCC	68	General	We would like to clarify that Applicable Law for Consultant shall be laws which are applicable to Consultant as a service provider. Clause 3.1.1 refers to construction industry practice. We reiterate, we will at all times adhere to best practices and laws applicable to the service provider. Clause 3.1.2 refers to CVC guidelines which are not a part of this RFP and hence we are not able to commit to its adherence.	Please Refer Amendment-3

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32	3.1 of GCC	68	Conflict of Interest	Please note for the purpose of clarity that, as a practice we do not assign consultants who will work for Client to provide services to a direct competitor of Client where the services to be provided are substantially similar to the Services we perform for Client under the Contract. Such a restriction lasts for 12 months from the conclusion of the individual's work with Client on the contract. It is important to note that this restriction will not apply to any senior professionals who serve as Consultant's practice area leaders ("PALs"), topic leaders, topic experts or advisors, including data scientists and digital, analytical data or software developers. Involvement of an individual in the contract will not preclude them from working for other clients in Client's industry.	RFP clause prevails
33	3.3 of GCC	69	Confidentiality	In the course of providing services Consultant may also share confidential information hence we propose the confidentiality obligation under the clause is made mutual for both parties in the final Contract and also add market standard exceptions.	RFP clause prevails
34	3.4 of GCC	70	Liability of the Consultant	We agree with the clause but would like to add the clarificatory language: In no event will a Party be liable to the other Party for any: (i) indirect, special, exemplary, incidental or consequential damages; or (ii) direct or indirect damages arising from loss of business, data, profits or goodwill, in each case whether arising out of contract (including under an indemnity), tort (including negligence), statute, strict liability or otherwise, resulting from or related to the Contract Agreement, whether or not such Party knew of should have known of the possibility of any such damages. Under no circumstances will Consultant's aggregate liability to Client for any and all claims, including third party claims, or losses arising from or in connection with or relating to the Contract, whether in contract (including under an indemnity), tort (including negligence), strict liability, statute or otherwise, exceed an amount equal to the fees paid by Client to Consultant. Notwithstanding anything else to the contrary, nothing in these terms of the Contract, excludes liability for: (a) personal injury or death caused by the defaulting Party's negligence; (b) fraud; or (c) any matter for which it would be illegal to exclude or limit liability.	Please Refer Amendment-3
35	3.5 of GCC	70	Indemnification of the Client by the Consultant	We can agree to indemnifying only for losses that arise from third party claims for trademark and copyright infringement, subject to market standard caveats.	Please Refer Amendment-3

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36	3.6 of GCC	70	Insurance to be Taken Out by the Consultant	Consultant is a global organization and already has in place insurance policies and hence cannot agree that such policies shall be approved by KPL. Consultant does agree that it shall maintain at its expense during the term of the Contract, legally required insurances as per Consultant. Consultant can provide certificates of applicable insurance policies to the Client.	RFP clause prevails
37	3.9 of GCC	71	Documents Prepared by the Consultant to be the Property of the Client	We agree that the ownership of the final reports/ inputs/ deliverables shall be with Client, and we shall not preclude Client from sharing the deliverables with any third parties; however, we request Client to ensure that such third parties sign our standard non-reliance letter before Client shares such deliverables, and any third-party having access to the report or presentation may use it on a non-reliance basis. This would protect us from risks of third-party claims based on reliance on our deliverables, which are prepared only for Client. We are unable to assume any legal obligations to non-clients that could arise from the redistribution of our work and we do not owe duty of care towards the third party.	RFP clause prevails
38	9.1 of GCC	75	Engineer's Decision	If the Parties are unable to agree on any disputes, we would suggest such dispute should first be addressed to neutral senior executives of both parties (i.e. a steering committee comprised of Client and BCG executives) who will use their commercially reasonable endeavors to resolve the matter promptly and not just Engineer of one party.	Please Refer Amendment-3
39	10.5 of GCC	79	Indemnity	We can agree to indemnifying only for losses that arise from third party claims for trademark and copyright infringement, subject to market standard caveats	RFP clause prevails
40	Appendix -A	113	Form of Agreement	The Special Conditions of contract (hereinafter called "SCC") are referred. But we did not find the SCC within this RFP hence could not agree to its adherence.	Please Refer Amendment-3
41	NA	NA	NA	We would like to add in the Contract, a clause that Consultant will not be responsible for providing any fairness opinions or valuations of market transactions, or legal, regulatory accounting, or tax advice. Client agrees that it will retain its own experts in these disciplines, as it deems necessary and shall ensure the deliverables meet are required legal, regulatory and its internal guidelines. Therefore, this should specifically be out of scope.	Please Refer Amendment-3
42	NA	NA		We would like to add a clause in the Contract, clarifying that Consultant's preexisting IPR and IPR developed by Consultant independently of the Contract will be owned by Consultant including any and all derivative works including modifications or enhancements to the same made before, during, and after the Contract.	Please Refer Amendment-3

Sr. No.	Reference Clause	Pg. no.	RFP Clause	Bidder's Query/ Clarification sought	Clarification by KPL
43	NA	NA	NA	<p>We propose to add a mutual No-Publicity clause in the Contract. Neither Party will make any public announcement nor press release regarding any proposal nor any activities performed under it without the prior written consent of the other Party. Except as required by law, no reference may be made to Consultant in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution.</p>	RFP clause prevails
44	Clause No. 2, Conditions of Eligibility	5	<p>a. Applicants must read carefully the minimum conditions of eligibility ("Conditions of Eligibility") provided herein. Proposals of only those Applicants of Tier-1 Strategy Consultancy firms empanelled as Category D Strategy Consultants by National Informatics Centre Services Inc. (NICSI) / any other Government Authority (in India) and satisfying the Conditions of Eligibility will be considered for evaluation of the Proposals.</p> <p>b. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:</p> <p>(A) Technical Capacity: The Bidder(s)/ Consultant(s) shall have, over the past 7 (Seven) years preceding the Date of Bid Submission undertaken a minimum of Eligible Assignments as detailed in Table 1 below.</p> <p>(B) Financial Capacity: The Bidder(s)/ Consultant(s) shall have an average annual turnover of at least INR 25 Crore (Indian Rupees Twenty Five Crore) during the last 3 (Three) financial years preceding the Date of Bid Submission. Bidder should submit P&L & Balance Sheet along with the UDIN.</p> <p>(B) Financial Capacity: The Bidder(s)/ Consultant(s) shall have an average annual turnover of at least INR 40 Crore (Indian Rupees Forty Crore) during the last 3 (Three) financial years preceding the Date of Bid Submission. Bidder should submit P&L & Balance Sheet along with the UDIN.</p>		RFP clause prevails

Sr. No.	Reference Clause	Pg. no.	RFP Clause	Bidder's Query/ Clarification sought	Clarification by KPL
45	Table 1 Minimum Eligibility criteria	6	<p>A1. Port Strategy Experience Experience of providing strategic consulting to ports sector in India / Outside India in an “Eligible Assignment(s)”</p> <p>Eligible Assignments are defined as Strategic projects/Infrastructure projects in Ports/ Airports/ allied transport Sectors advisory projects with a fee exceeding INR 5 crore each completed within the last 7 financial years starting from FY 2018-19.</p> <p>Minimum 2 project are eligible. Work related to IT/ Audit/ Taxation are not eligible.</p> <p>Certificate from Statutory Auditor shall be enclosed as a proof for receipt of fees.</p> <p>3 Projects- 70% 4 Projects -80% 5 Projects-90% More than 5 Projects – 100% 20 Marks</p>	<p>A1. Port Strategy Experience of providing strategic consulting to ports sector in India / Outside India in an “Eligible Assignment(s)”</p> <p>Eligible Assignments are defined as Strategic projects/Infrastructure projects in Ports/ Airports/ Highways allied transport Sectors advisory projects with a minimum project cost of INR 2000 crore each completed within the last 7 financial years starting from FY 2018-19.</p> <p>Minimum 2 project are eligible.</p> <p>Work related to IT/ Audit/ Taxation are not eligible.</p> <p>Certificate from Statutory Auditor shall be enclosed as a proof for receipt of fees.</p> <p>3 Projects- 70% 4 Projects -80% 5 Projects-90% More than 5 Projects – 100%</p> <p>15 Marks</p>	Refer relavant clause of RFP & Amendment -3
46	Table 1 Minimum Eligibility criteria	6	<p>A2. Consultancy Experience in Infrastructure Projects (Beyond Port sector) of minimum value of INR 4004 crore Completion Certificate along with the project cost from Client shall be enclosed as a proof for qualifying the work.</p> <p>Work related to IT/ Audit/ Taxation are not eligible.</p> <p>Minimum 2 Projects – 60% 3 Projects- 70% 4 Projects -80% 5 Projects- 90% More than 5 projects – 100% 20 Marks</p>	<p>A2. Consultancy Experience in Infrastructure Projects (Beyond Port sector) of minimum value of INR 2000 crore, Completion Certificate along with the project cost from Client shall be enclosed as a proof for qualifying the work.</p> <p>Work related to IT/ Audit/ Taxation are not eligible.</p> <p>Minimum 2 Projects – 60%</p> <p>3 Projects- 70% 4 Projects -80% 5 Projects-90% More than 5 projects – 100%</p> <p>15 Marks</p>	Refer relavant clause of RFP & Amendment -3
47	NA	NA	NA	<p>The Bidder(s)/ Consultant(s) should have experience of providing consulting services for a Port Project in India having minimum project cost i.e. 40% of the Total project Cost (Approx. Rs 16,000 Crore) in the last 7 Years. ---- 10 Marks</p> <p>Completion Certificate/Copy of Published RFP or any other documentary proof of completion of RFP Stage, along with the project cost from Client shall be enclosed as a proof for qualifying the work.</p>	RFP clause prevails.

Sr. No.	Reference Clause	Pg. no.	RFP Clause	Bidder's Query/ Clarification sought	Clarification by KPL
48	3.1)	13/144	This RFP invites renowned Tier-1 Strategy Consultancy firms empaneled as Category D Strategy Consultants by National Informatics Centre Services Inc. (NICSI) for participation.	Section-V. Terms of Reference (Pgs 88-96/144) as outlined in the RFP states that "The SDSU shall provide comprehensive Strategic Support and Transaction Support, including preparation of bid documents, regulatory assistance, economic and financial analysis, legal advisory, bid process management, formation of the JV/SPV, and execution of key agreements such as the Concession Agreement and Shareholders Agreement." There is NO mention of digital consultancy services required to be provided by the SDSU within the scope of services as elaborated under Strategic Support services and Transaction Support (including Post-Bid Support & JV/SPV formation) services within Pgs. 89-96/144 of the RFP document. While NICSI empanels 'Partners/Vendors' for providing Consultancy towards 'Digital India' ; the published Scope of Services of this RFP are not having IT/Digitalization as deliverable. Hence, the Authority is requested to change the clause of inviting only Tier-1 Strategy Consultancy firms empaneled as Category D Strategy Consultants by National Informatics Centre Services Inc(NICSI) since IT consulting is not a deliverable published in the Scope of Services of this RFP. The clause of inviting only Tier-1 Strategy Consultancy firms empaneled as Category D Strategy Consultants by National Informatics Centre Services Inc. is RESTRICTIVE and disallows participation of us (Deloitte Touche Tohmatsu India LLP). Our network of global member firms have been providing strategy consulting services and Transaction Support/ Project Management Office Support consultancy services to global ports and large infrastructure clientele across diverse global geographies and also within India. Deloitte Touche Tohmatsu India LLP is empaneled by NICSI as Tier 1 Consulting firm under Categories A B and C. Hence	RFP clause prevails
49	10.2 Notes: i)	68	The table below is for Updating or weightage of Turnover and Cost of works/assignment	It is requested to elaborate more on this clause with help of an illustration from perspective of cost of works/assignment in foreign currency	RFP clause prevails
50	26. Payment terms	61/144	On approval of grant / VGF : Payment of 3% of contract value	Timeline for this deliverable is not defined in the Payment Terms of RFP. In a scenario wherein the duration taken to achieve this deliverable exceeds the deployment period of 24 months, the Authority is requested to approve the 'Monthly payment based on team deployment' for the excess duration of team deployment beyond 24 months if made towards achievement of this deliverable.	Refer Amendment -3
51	2. A. STRATEGIC SUPPORT	90/144	The SDSU shall undertake a review of the ICTP Project site and DPR to establish its suitability for Phase-I and Phase-II development.	To help us in our efforts estimations; please let know the following for Phase-I and Phase-II development: A) Status of Approvals and List of unaddressed observations/open queries for the following : 1. Detailed Project Report2. Project layout plan3. EIA study report4. Project PlanB) Please share the list/names of options analyzed/included in the marine fuel/bunkering landside and marine side infrastructure in the A) above .C) Please share status of Approvals and list of unaddressed observations/open queries from SFC, EFC, PPPAC and CCEA as per current status of A) above.	The status of approvals and project documents will be shared to the selected bidder.

Sr. No.	Reference Clause	Pg. no.	RFP Clause	Bidder's Query/ Clarification sought	Clarification by KPL
52	Form TECH 3: Note. 2	108/144	If consultant wish to get assistance of sub consultant, then they should provide the similar form for Key/Non Key staff and credentials of the firm.	Considering that authority is seeking information pertinent to Form Tech-3 for Key/Non Key staff of the firm of sub consultant and credentials of the sub-consultant firm, we understand that the same shall be applicable for adding to scores under A) A Experience of the Firm and that of the Key/Non Key staff for adding to scores under B) B Relevant Experience of Key Experts in the Table 1: Minimum Eligibility Criteria (Pg 14/144) of RFP if they fulfil the criterion of "Eligible Assignments" as outlined for the purposes of determining Conditions of Eligibility and for evaluating the proposal under this	RFP clause prevails
55	Clause 1 Sub Clause 1.1 Point 3 & 11	Pg. no 3	Point 3. Cost of Tender Documents: INR 23,600/- (Including GST 18 %) Non-Refundable in the form of NEFT/RTGS only. Tender Document can be downloaded for reference purpose from the Tendering Portal during the period 3 mentioned in the tender notice. Interested Bidders have to Point 11. Bid Security: INR 48,00,000 through NEFT/ RTGS/BG	Request for Waiver from Bid Security and cost of tender document for MSMEs in compliance with S.O.581(E) published under the Gazette of India as "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" – Kindly refer to Clause 10 which: • Guides the public procurement process to provide tender sets at free of cost to registered MSMEs. • Exempts them from payment of earnest money deposits (EMDs) to registered MSMEs. (We are recognised as a Category 'D' (Micro) MSME (UAM No. – TN02D0156946) by the Ministry of Micro, Small, and Medium Enterprises. (Proof Attached Below)	RFP clause prevails
56	Clause 2. A And clause 3. 1)	Pg. no 5	Conditions of Eligibility of Applicants a. Applicants must read carefully the minimum conditions of eligibility ("Conditions of Eligibility") provided herein. Proposals of only those Applicants of Tier-1 Strategy Consultancy firms empanelled as Category D Strategy Consultants by National Informatics Centre Services Inc. (NICSI) and satisfying the Conditions of Eligibility will be considered for evaluation of the Proposals.	We humbly request the Authority to kindly consider allowing participation of agencies empanelled with NICSI under Agency Type – Startup; Category – B.	RFP clause prevails
57	Clause 2 Sub Clause 2.b.b)	Pg. no 5	B) Financial Capacity: The Bidder(s)/ Consultant(s) shall have an average annual turnover of at least INR 40 Crore (Indian Rupees Forty Crore) during the last 3 (Three) financial years preceding the Date of Bid Submission. Bidder should submit P&L & Balance Sheet along with the UDIN.	Request for Waiver from Annual average turnover criteria for MSMEs in compliance with circular no 1(2)(1)2016-MA published under Relaxation of Norms for Startups and Micro & Small Enterprises in Public Procurement on Prior Experience - Prior Turnover criteria. (We are recognised as a Category 'D' (Micro) MSME (UAM No. – TN02D0156946) by the Ministry of Micro, Small, and Medium Enterprises. OR Financial Capacity: The Bidder(s)/ Consultant(s) shall have an average annual turnover of at least INR 4 Crore (Indian Rupees Forty Crore) during the last 3 (Three) financial years preceding the Date of Bid Submission. Bidder should submit P&L & Balance Sheet along with the UDIN.	RFP clause prevails
58	Clause 3.2	Page 5	2) Participation in Joint Venture/ Consortium is not allowed.	We humbly request the Authority to kindly consider permitting participation through Joint Venture/Consortium arrangements, subject to clearly defined roles, responsibilities, and joint and several liability, as deemed appropriate by the Authority.	RFP clause prevails

Sr. No.	Reference Clause	Pg. no.	RFP Clause	Bidder's Query/ Clarification sought	Clarification by KPL
59	Clause 3.2 Table 1	Page 6	Table 1: Minimum Eligibility Criteria A1 Port Strategy Experience Experience of providing strategic consulting to ports sector in India / Outside India in an "Eligible Assignment(s)" Eligible Assignments are defined as Strategic projects/Infrastructure projects in Ports/ Airports/ allied transport Sectors advisory projects completed within the last 7 financial years starting from FY 2018-19. Minimum 2 project are eligible. Work related to IT/ Audit/ Taxation are not eligible. Certificate from Statutory Auditor	We request the authority to alter the text to – Minimum Eligibility criteria for the applicants A1 Port Strategy Experience Experience of providing strategic consulting to ports sector in India / Outside India in an "Eligible Assignment(s)" Eligible Assignments are defined as Strategic projects/Infrastructure projects in Ports/ Airports/ allied transport Sectors advisory projects completed within the last 7 financial years starting from FY 2018-19. Minimum 2 project are eligible. Work related to IT/ Audit/ Taxation are not eligible. Certificate from Statutory Auditor	RFP clause prevails
60			Consultancy Experience in Infrastructure Projects (Beyond Port sector) of minimum value of INR 4004 crore Completion Certificate along with the project cost from Client shall be enclosed as a proof for qualifying the work. Work related to IT/ Audit/ Taxation are not eligible Minimum 2 Projects – 60% 3 Projects- 70% 4 Projects - 80% 5 Projects-90% More than 5 projects – 100%	Consultancy Experience in Infrastructure Projects (Beyond Port sector) of minimum value of INR 200 crore Completion Certificate along with the project cost from Client shall be enclosed as a proof for qualifying the work. Work related to IT/ Audit/ Taxation are not eligible Minimum 1 Projects – 60% 3 Projects -80% – 100% More than 3 projects	RFP clause prevails
61	Clause 3.2 Table 2	Page 10	Table 2: Key Professional	We request the authority to alter the text to –	
62			Ports Strategy and Traffic Expert cum Team Leader : Min. 15 years of recent strategy experience in the ports sector	Ports Strategy and Traffic Expert cum Team Leader : Min. 14 years of recent strategy experience in the ports sector	RFP clause prevails
63			Strategic Program Management expert :Min. 10 years of recent experience in large scale program delivery, infrastructure governance, or project oversight roles	Strategic Program Management expert: Min. 5 years of recent experience in large-scale program delivery, infrastructure governance, or project oversight roles	RFP clause prevails
64			Environment and Sustainability Expert: Min. 10 years of recent experience in sustainability strategy, ESG advisory roles preferably in infrastructure sectors	Environment and Sustainability Expert: Min. 7 years of recent experience in sustainability strategy, ESG advisory roles preferably in infrastructure sectors	RFP clause prevails
65			Company Secretary Expertise: ACS qualification is preferred	Company Secretary Expertise: BA LLB in corporate law to be taken into preference (6years of experience)	RFP clause prevails
66			Financial Expert in Infrastructure : Min. 10 years of recent experience in financial modelling, transactions, and port or other infrastructure financing	Financial Expert in Infrastructure: Min. 7 years of recent experience in financial modelling, transactions, and port or other infrastructure financing	RFP clause prevails
67			Associate Technical Consultant : Graduate in Engineering with Environment specialization/ Post Graduate in Marine Biology	Associate Technical Consultant : Graduate in Planning with Environment specialization/ Post Graduate in Marine Biology	RFP clause prevails

Sr. No.	Reference Clause	Pg. no.	RFP Clause	Bidder's Query/ Clarification sought	Clarification by KPL
68	Section I: E-Tender Notice 3. Eligible Assignments Table 2: Key Professional i Personnel under Scope of work S No 1 Section I: E-Tender Notice 3. Eligible Assignments Table 1: Minimum Eligibility Criteria B Relevant Experience of Key Experts Section - III: Instructions to Bidders; 10. Minimum Qualifying Criteria; 10.3 Personnel Capabilities; S No 1	6, 10, 38	Team Member: Ports Strategy and Traffic Expert cum Team Leader Qualification: Masters/Graduate in Engineering and Postgraduate diploma in Management/ MBA or equivalent from a reputed institute Total Experience: Min. 15 years of recent strategy experience in the ports sector Assignment Experience Detail: Experience in port strategy and operations assignments including Traffic of transshipments. Should have the capability to lead the SDSU team Note: Work experience in the Strategic projects/Infrastructure projects in Ports/ Airports/ allied transport Sectors as advisory/consultancy projects of at least Rs 200 crore.	The Authority is requested to broaden the sectoral experience for the Team Leader as he will be responsible for providing the strategic input to the team and hence a multi-sectoral experience would be helpful in identifying the best practices across industries. Further, this criterion is restrictive and may be favoring select bidders. In addition, as the team leader will be experienced personnel with multi sectoral experience in similar projects and will be required for strategic inputs, the following is proposed 1. Option 1: Reduce the experience Team Leader to Min 10 years 2. Option 2: Team leader should be considered Part Time, and a full-time manager shall be included as part of working team along with Associate Consultant and Associate Technical Consultants. The Authority may consider revising the clause as follows: Option 1: Full Time Team Leader <i>Qualification: Masters/Graduate in Engineering and Postgraduate diploma in Management/ MBA or equivalent from a reputed institute</i> <i>Total Experience: Min. 10 years of recent strategy experience in the ports / Maritime / Infrastructure sector including road / Highways, rail, airports, and urban transport</i> <i>Assignment Experience Detail: Experience in strategy and operations assignments in infrastructure sector. Should have the capability to lead the SDSU team</i>	The team leader should be available for all consultancy related activities as required by the Employer and as per the project requirement.
69	Section I: E-Tender Notice 4. Personnel Capabilities Note 1.8	12	If the SDSU qualifies on the basis of the parent company, then the parent company should deploy minimum 2 key persons of their permanent employees with desired qualification and experience.	The Authority is requested to consider relaxing the requirement of mandatory deployment of minimum two key personnel from the Parent Company. Instead, the Bidder qualifying on the basis of parent company shall submit an undertaking from the Parent Company confirming provision of technical, managerial, and delivery support as and when required during the assignment duration. The Authority may consider revising the clause as follows: <i>If the SDSU qualifies on the basis of the Parent Company, then the Bidder shall submit an undertaking from the Parent Company confirming technical and delivery support during the assignment.</i>	Please Refer Amendment-3

Sr. No.	Reference Clause	Pg. no.	RFP Clause	Bidder's Query/ Clarification sought	Clarification by KPL
70	Section II: Special Instructions to Bidders for E - Tendering 2.6 – Format of Bid Section III: Instructions to Bidders 14.6 – Format of Bid	17, 42	Scanned copy of Details of works in hand and works tendered for as on the date of submission of the tender. The Blacklisting shall be applicable as per The Manual for Procurement of Works issued by DOE (updated in June 2022).	<p>The Authority is requested to clarify or suitably modify the requirement for submission of detailed information on works in hand and works tendered.</p> <p>In view of confidentiality obligations and NDAs with private sector clients, the Bidder may be permitted to submit an undertaking from the Managing Director confirming that the firm is not debarred or blacklisted as per the Manual for Procurement of Works issued by DoE (June 2022), in lieu of detailed project disclosures.</p> <p>The Authority may consider revising the clause as follows:</p> <p><i>The Bidder may submit the scanned copy of details of works in hand and works tendered for as on the date of submission of the tender or submit an undertaking from the Managing Director of the Bidder confirming that the firm is not debarred or blacklisted as per the Manual for Procurement of Works issued by DoE (June 2022)</i></p>	Please Refer Amendment-3
71	Section III: Instructions to Bidders 10.1.1 – Minimum Qualifying Criteria/ Eligibility	30	In case, the qualification is on the basis of Parent company then both Parent company & subsidiary shall sign contract with KPL.	<p>The Authority is requested to consider relaxing the requirement for joint execution of the contract by both the Parent Company and the subsidiary.</p> <p>Instead, the Bidder qualifying on the basis of parent company shall submit an undertaking from the Parent Company confirming provision of technical, managerial, and delivery support as and when required during the assignment duration while the contract is signed solely by the Lead Bidder.</p> <p>The Authority may consider revising the clause as follows:</p> <p><i>If the Bidder qualifies on the basis of the Parent Company, then the Bidder shall submit an undertaking from the Parent Company confirming technical and delivery support during the assignment.</i></p>	Please Refer Amendment-3
72	Section III: Instructions to Bidders 10.1.14 – Minimum Qualifying Criteria/ Eligibility	33	In case the firm/ firms qualify on the basis of experience credentials of the Parent Company/sister concern, then the contract with KPL. is to be signed as per the following: - by both subsidiary and the Parent Company (if the bidder qualifies on the basis of Parent Company) - by subsidiary, sister concern and parent company (if the bidder qualifies on the basis of sister concern).	<p>The Authority is requested to consider relaxing the requirement for joint execution of the contract by both the Parent Company and the subsidiary.</p> <p>Instead, the Bidder qualifying on the basis of parent company shall submit an undertaking from the Parent Company confirming provision of technical, managerial, and delivery support as and when required during the assignment duration while the contract is signed solely by the Lead Bidder.</p> <p>The Authority may consider revising the clause as follows:</p> <p><i>If the Bidder qualifies on the basis of the experience credentials of the Parent Company / Sister concern, the contract shall be executed solely with the Lead Bidder. However, the Lead Bidder shall submit an undertaking from the Parent Company / Sister concern confirming technical and delivery support during the assignment.</i></p>	Please Refer Amendment-3

RFP for Appointment of Consultant for Strategic Decision Support Unit (SDSU) for the development of International Container Transshipment Port (ICTP) at Galathea Bay, GNI

Amendment No.3

Sr. No.	RFP Reference Clause	Exisitng Clause	Amended Clause
1	Section I: E-Tender Notice; 3. Section - III: Instructions to Bidders; 10, 10.1, 10.1.1, 10.2	<p><u>Participation in Joint Venture/ Consortium is not allowed</u></p> <p><u>Joint venture will not be allowed</u>. However, wholly owned subsidiary firm of the foreign company is eligible to quote based on the experience credentials of its parent company with parent company guarantee, if they submit certificate from the parent company to that effect. In case, the qualification is based on Parent company then both Parent company & subsidiary shall sign contract with KPL.</p>	<p>Participation in Joint Venture / Consortium is not allowed. However, the Bidder may carry out sub-contracting for the following key personnel.</p> <p>1. Environment and Sustainability expert</p>
2	<p>Section I: E-Tender Notice</p> <p>3. Eligible Assignments</p> <p>Table 1: Minimum Eligibility Criteria</p> <p>A. Experience of the firm</p> <p>A1. Port Strategy Experience</p> <p>Section - III: Instructions to Bidders; 10. Minimum Qualifying Criteria; 10.2 Technical & Financial capabilities</p> <p>Table 3: Minimum Eligibility Criteria</p> <p>A. Experience of the firm</p> <p>A1. Port Strategy Experience</p>	<p>Experience of providing strategic consulting to ports sector in India / Outside India in an “Eligible Assignment(s)”</p> <p>Eligible Assignments are defined as Strategic projects/Infrastructure projects in Ports/ Airports/ allied transport Sectors advisory projects with a fee exceeding INR 5 crore each completed within the last 7 financial years starting from FY 2018-19.</p> <p>Minimum 2 project are eligible.</p> <p>Work related to IT/ Audit/ Taxation are not eligible.</p> <p>Certificate from Statutory Auditor shall be enclosed as a proof for receipt of fees</p>	<p>Experience of providing strategic consulting to <u>Ports/ Airports/ allied transport Sectors</u> in India / Outside India in an “Eligible Assignment(s)”</p> <p><u>(Projects experience in India - 10 marks</u></p> <p><u>Projects experience outside India - 10 marks Total -20 marks)</u></p> <p>Eligible Assignments are defined as Strategic projects/Infrastructure projects in Ports/ Airports/ allied transport Sectors advisory projects with a fee exceeding INR 5 crore each completed within the last 7 financial years starting from FY 2018-19.</p> <p>Minimum 2 project are eligible.</p> <p>Work related to IT/ Audit/ Taxation are not eligible.</p> <p><u>Certificate from Statutory Auditor or Chartered Accountant (CA) shall be enclosed as proof for receipt of fees.</u></p>

Sr. No.	RFP Reference Clause	Existing Clause	Amended Clause
3	Section I: E-Tender Notice 3. Eligible Assignments Table 1: Minimum Eligibility Criteria A. Experience of the firm A2. Port Strategy Experience Section - III:	<p>Consultancy Experience in Infrastructure Projects (Beyond Port sector) of minimum value of INR 4004 crore</p> <p><u>Completion Certificate along with the project cost from Client shall be enclosed as a proof for qualifying the work.</u></p> <p>Work related to IT/ Audit/ Taxation are not eligible.</p>	<p>Consultancy Experience in Infrastructure Projects (Beyond Port sector) of minimum value of INR 4004 crore</p> <p>Completion Certificate along with the project cost from Client or Statutory Auditor shall be enclosed as a proof for qualifying the work.</p> <p>Work related to IT/ Audit/ Taxation are not eligible.</p>
4	Section I: E-Tender Notice 3. Eligible Assignments Notes ii Section - III: Instructions to Bidders; 10. Minimum Qualifying Criteria; 10.2 Technical & Financial capabilities Notes ii	<p>Bidders shall submit Work Orders or Completion Certificates with details of the project like scope, duration, timeframe to support their claim describing their actual scope of work delivered and Cost.</p> <p>Each Work Order/ Contract shall constitute a separate consulting assignment for submission.</p>	<p>Certificate from Client or Statutory Auditor shall be enclosed as proof for receipt of payment as project cost stating that account statement was scrutinised and hereby confirms the completion certificate value claimed for private work is in order for works covered under NDA clauses. Further, Statutory Auditor to certify that the project cost certified herewith is for eligible assignments as defined in Clause 3, Tender Notice of Tender documents.</p>
5	Section I: E-Tender Notice 3. Eligible Assignments Notes xii Section - III: Instructions to Bidders; 10. Minimum Qualifying Criteria; 10.2 Technical & Financial capabilities Notes xii	<p>“Substantially completed” means, more than 80% of the physical execution is completed. The firm/ firms shall submit the relevant project details for eligible experience along with work order and scope of work in hand.</p> <p><u>Project with completion of 80% and above shall be considered if critical component of project is complete.</u></p> <p>The overall performance of the tenderer shall be examined based on the performance certificate issued by the Client for substantially completed works.</p>	<p>The “Substantially completed” Clause shall be read as deleted in the RFP document.</p>

Sr. No.	RFP Reference Clause	Existing Clause	Amended Clause
6	Section I: E-Tender Notice 3. Eligible Assignments Notes xiii Section - III: <u>Instructions to Bidders:</u>	The bidder shall submit completion certificates from the clients. In case of experience claimed for private works, the bidder is requested to submit TDS certificate along with submission	In case, if the bidder is not submitting the completion certificate, the bidder shall submit a certificate issued by Statutory Auditor stating that account statement was scrutinised and hereby confirms the completion certificate value claimed for private work is in order for works covered under NDA clauses.
7	Section I: E-Tender Notice 3. Eligible Assignments Table 2: Key Professional i Personnel under Scope of work S No 1 Section I: E-Tender Notice 3. Eligible Assignments Table 1: Minimum Eligibility Criteria B Relevant Experience of Key Experts Section - III: <u>Instructions to Bidders;</u> 10. Minimum Qualifying Criteria; 10.3 Personnel	Team Member: Ports Strategy and Traffic Expert cum Team Leader Qualification: Masters/Graduate in Engineering and Postgraduate diploma in Management/ MBA or equivalent from a reputed institute Total Experience: Min. 15 years of recent strategy experience in the ports sector Assignment Experience Detail: Experience in port strategy and operations assignments including Traffic of transshipments. Should have the capability to lead the SDSU team Note: Work experience in the Strategic projects/Infrastructure projects in Ports/ Airports/ allied transport Sectors as advisory/consultancy projects of at least Rs 200 crore.	Team Member: Ports Strategy and Traffic Expert cum Team Leader Qualification: Masters/Graduate in Engineering and Postgraduate diploma in Management/ MBA or equivalent from a reputed institute Total Experience: Min. 15 years, with recent strategy experience in the ports and marine infrastructure sector Assignment Experience Detail: Experience in port strategy and operations assignments including exposure to container/transshipment segment. Should have the capability to lead the SDSU team

Sr. No.	RFP Reference Clause	Existing Clause	Amended Clause
8	Section I: E-Tender Notice; 3. Eligible Assignments; Table 2: Key Professional; i Personnel under Scope of work; S No 8 Section - III: Instructions to Bidders; 10. Minimum Qualifying Criteria; 10.3 Personnel Capabilities; S No 8	Team Member: Associate Technical consultant Qualification: Graduate in Engineering (Civil) Total Experience: Minimum 2+ years' experience in strategy consulting Assignment Experience Detail: Experience in working on strategic projects and operations projects	Team Member: Associate Technical consultant Qualification: Graduate in Engineering (Civil/Electrical/Mechanical) Total Experience: Minimum 2+ years' experience in strategy consulting Assignment Experience Detail: Experience in working on strategic projects and operations projects
9	Page 11,34	Company Secretary Expertise: 5 marks <u>Qualification:</u> ACS qualification is preferred <u>Experience:</u> Knowledge of Companies Act and compliances <u>Assignment Experience Detail :</u> Experience in knowledge of Companies Act and compliances	Port Infrastructure Expert - 5 marks <u>Qualification :</u> Masters/Graduate in Civil Engineering and Postgraduate diploma in Management/ MBA or equivalent from a reputed institute <u>Experience:</u> Min. 10 years of recent strategy experience in the port infrastructure sector <u>Assignment Experience Detail:</u> Experience in ports and marine infrastructure sector
10	Clause 10.4 Minimum structure required	Full Time Members 1. Port Strategy/Traffic Expert -1 2. Associate Consultants -1 3. Associate Technical Consultant (Civil) -1 4. Associate Technical Consultant (Environment) -1	Full Time Members 1. Any Expert with a capacity to co-ordinate with Employer for all tasks/activities related to the Project and also with other Experts. 2. Associate Consultants -1 3. Associate Technical Consultant (Civil/Mec/Elect) -1 4. Associate Technical Consultant (Environment) -1

Sr. No.	RFP Reference Clause	Existing Clause	Amended Clause
11	Clause 26, Payment Terms, page 53	<ol style="list-style-type: none"> 1. Monthly payment based on team deployment - 60% (2.5% per month) 2. Draft report on study of trans-shipment containers and other liquid / gas cargoes - 3% 3. Providing inputs to preparation, vetting, re-drafting, of RFQ, RFP, Concession agreement, SPV, JVC agreement, Shareholding agreement and other documents related to the project - 2% 4. To obtaining/ modifying/ re-submission of the clearances from the Statutory Authorities/local bodies/ Central Government/ UTs for initiation/ implementation of the project - 4% 5. On finalization RFP and selection of JV partner - 6% 6. On signing of concession agreement, JV agreement and shareholding agreement - 5% 7. On approval of grant / VGF - 3% 8. Preparation of RFP for Appointment of Independent Engineer up to award of work - 3% 9. Devising of strategy for any modifications in the project for optimum utilization and financial close - 2% 10. On completion of work - 12% 	<ol style="list-style-type: none"> 1. Monthly payment based on team deployment - 66% (2.75% per month) 2. Draft report on study of trans-shipment containers and other liquid / gas cargoes - 3% 3. Providing inputs to preparation, vetting, re-drafting, of RFQ, RFP, Concession agreement, SPV, JVC agreement, Shareholding agreement and other documents related to the project - 2% 4. Liasoning and supporting Employer in obtaining/ modifying/ re-submission of the clearances from the Statutory Authorities/local bodies/ Central Government/ UTs for initiation/ implementation of the project - 4% 5. On finalization RFP and selection of JV partner - 6% 6. On signing of concession agreement, JV agreement and shareholding agreement - 5% 7. On approval of grant / VGF - 3% 8. Preparation of RFP for Appointment of Independent Engineer up to award of work - 3% 9. Devising of strategy for any modifications in the project for optimum utilization and financial close - 2% 10. On achievement of financial close and completion of work - 6% <p>Total - 100%</p> <p>Timeline mentioned in the RFP shall remain unchanged.</p>
12	Form -3 - Undertaking for Indemnity Bond	In case the firm qualifies on the basis of the credentials of the Parent Company, then the Indemnity bond is to be signed by the Parent Company	The Undertaking for Indemnity Bond shall be signed by the bidder .
13	Appendix - B Draft Intergirty Pact, Clauses mentioned as Contractor	As per the format	The word "Contractor" is replaced with "Consultant" in the RFP document.

Sr. No.	RFP Reference Clause	Exisitng Clause	Amended Clause
14	Page No. 8	<p>A1: Port Strategy Experience: Certificate from Statutory Auditor shall be enclosed as a proof for receipt of fees.</p> <p>A2: Consultancy Experience in Infrastructure Projects (Beyond Port sector) of minimum value of INR 4004 crore</p> <p>Completion Certificate along with the project cost from Client shall be enclosed as a proof for qualifying the work.</p> <p>Notes:</p> <p>ii. Bidders shall submit Work Orders or Completion Certificates with details of the project like scope, duration, timeframe to support their claim describing their actual scope of work delivered and Cost. Each Work Order/ Contract shall constitute a separate consulting assignment for submission.</p> <p>ix. The online submission will be considered responsive only if it is accompanied by all the requisite supporting documents. All the client certificates should be duly notarized/ Apostle from the Client Country where the project has been carried out.</p> <p>xiii. The bidder shall submit completion certificates from the clients. In case of experience claimed for private works, the bidder is requested to submit TDS certificate along with submission</p>	<p>Certificate from Statutory Auditor or Chartered Accountant (CA) shall be enclosed as proof stating the consultancy firm has executed the consultancy work for the agreed consultancy period and total consultancy fees received for the said work. Further, the certificate should atleast include any of the following and consultancy fees.</p> <ol style="list-style-type: none"> 1. Name of the Client 2. Name of the Consultancy work 3. Duration of the Consultancy work 4. Total Consultancy fees received
15	Note 1: Point No. 7, page 12	<p>The requirement of Key Staff personnel shall be on permanent payroll for the purpose of validity of the staff to be permanent or Not, form 16B/PF Certificate duly certified by HR Department of the employee in case of Indian staff and for expatriate staff his/her</p>	<p>The requirement of Key Staff personnel shall be on permanent payroll for the purpose of validity of the staff to be permanent. The Managing Director (or) Authorized signatory of the bidder may self-certify that the Key Personnel are on the bidder's payroll.</p> <p>For Sl. No.4 of Key professional: Table 2, there is no requirement to be in permanent payroll.</p>

Sr. No.	RFP Reference Clause	Exisitng Clause	Amended Clause
16	3.1 of GCC	General	<p>Clause 3.1.1, The Consultant should take into consideration of Best Industry Codes and Practices while providing the Consultancy Services.</p> <p>Clause 3.1.2 the Consultant has to follow relevant guidelines that is set forth by the Goverenment time to time related to</p>
17	3.4 of GCC	Liability of the Consultant	<p>The Consultant shall be liable to KPL for the performance of the Services in accordance with the provisions of this contract and for any loss suffered by the Client because of a gross negligence or willful conduct on the part of the Consultant in such performance, limited to the contract price</p>
18	3.5 of GCC	Indemnification of the Client by the Consultant	<p>The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount equivalent to contract price for any deficiency in Consultancy services</p>
19	9.1 of GCC	Engineer's Decision	<p>If any dispute of any kind whatsoever arises between the Employer and the Consultant in connection with, or arising out of the Contract or the execution of the works-whether during the execution of the works or after completion and whether before or after repudiation or termination of the contract-including any dispute regarding any opinion, instruction, determination, certificate or valuation of the Engineer, the matter shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this clause.</p> <p>No later than the eighty-fourth (84th) day after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Consultant. Such decision shall state that it is made pursuant to this Clause.</p> <p>If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Consultant and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor within the aforesaid period of seventy (70th) days the said decision shall become final and binding. However, the said Engineer's decision shall be discussed at Port's level prior to resorting to any dispute resolution Mechanism</p>

Sr. No.	RFP Reference Clause	Exisitng Clause	Amended Clause
20	Page 113	Form of Agreement	<p>The clause 1 (b) of Appendix A, Form of Agreement shall be read as</p> <p>a) All documents including NIT, Information to Tenderers, Terms of Reference (TOR), The General Conditions of Contract (herein after called "GCC") and all appendixes given in RFP.</p>
21	<p>Section I: E-Tender Notice</p> <p>3. Eligible Assignments</p> <p>Table 2: Key Professional i Personnel under Scope of work</p> <p>S No 1</p> <p>Section I: E-Tender Notice</p> <p>3. Eligible Assignments</p> <p>Table 1: Minimum Eligibility Criteria</p> <p>B Relevant Experience of Key Experts</p> <p>Section - III: Instructions to Bidders;</p> <p>10. Minimum Qualifying Criteria; 10.3 Personnel Capabilities; S No 1</p>	<p>Team Member: Ports Strategy and Traffic Expert cum Team Leader</p> <p>Qualification: Masters/Graduate in Engineering and Postgraduate diploma in Management/ MBA or equivalent from a reputed institute</p> <p>Total Experience: Min. 15 years of recent strategy experience in the ports sector</p> <p>Assignment Experience Detail: Experience in port strategy and operations assignments including Traffic of transshipments. Should have the capability to lead the SDSU team</p> <p>Note: Work experience in the Strategic projects/Infrastructure projects in Ports/ Airports/ allied transport Sectors as advisory/consultancy projects of at least Rs 200 crore.</p>	<p>The team leader should be available for all consultancy related activities as required by the Employer and as per the project requirement.</p>
22	<p>Section I: E-Tender Notice</p> <p>4. Personnel Capabilities</p> <p>Note 1.8</p>	<p>If the SDSU qualifies on the basis of the parent company, then the parent company should deploy minimum 2 key persons of their permanent employees with desired qualification and experience.</p>	<p>If the SDSU qualifies on the basis of the Parent Company, then the Bidder shall submit an undertaking from the Parent Company confirming technical and delivery support during the assignment. Appendix -D - Format for Undertaking enclosed.</p>

Sr. No.	RFP Reference Clause	Exisitng Clause	Amended Clause
23	Section II: Special Instructions to Bidders for E - Tendering 2.6 – Format of Bid Section III: Instructions to Bidders 14.6 – Format of Bid	Scanned copy of Details of works in hand and works tendered for as on the date of submission of the tender. The Blacklisting shall be applicable as per The Manual for Procurement of Works issued by DOE (updated in June 2022).	The Bidder may submit the scanned copy of details of works in hand and works tendered for as on the date of submission of the tender or submit an undertaking from the Managing Director (or) Authorized signatory of the Bidder confirming that the firm is not debarred or blacklisted as per the Manual for Procurement of Works issued by DoE (June 2022)
24	Section III: Instructions to Bidders 10.1.1 – Minimum Qualifying Criteria/ Eligibility	In case, the qualification is on the basis of Parent company then both Parent company & subsidiary shall sign contract with KPL.	If the Bidder qualifies on the basis of the Parent Company, then the Bidder shall submit an undertaking from the Parent Company confirming technical and delivery support during the assignment. Appendix -D - Format for Undertaking enclosed.
25	Section III: Instructions to Bidders 10.1.14 – Minimum Qualifying Criteria/ Eligibility	In case the firm/ firms qualify on the basis of experience credentials of the Parent Company/sister concern, then the contract with KPL. is to be signed as per the following: - by both subsidiary and the Parent Company (if the bidder qualifies on the basis of Parent Company) - by subsidiary, sister concern and parent company (if the bidder qualifies on the basis of sister concern).	If the Bidder qualifies on the basis of the Parent Company, then the Bidder shall submit an undertaking from the Parent Company confirming technical and delivery support during the assignment. Appendix -D - Format for Undertaking enclosed.

APPENDIX -D

FORMAT FOR UNDERTAKING TO BE SUBMITTED BY PARENT/HOLDING COMPANY OF THE CONSULTANT

(To be submitted in case the Consultant is utilizing credentials of Parent/Holding Company) (To be executed on the letter head of the parent/holding company)

I**(Name and designation)**, appointed as the attorney/authorized signatory# of**(Name of Parent/Holding Company)** being Parent/Holding Company (hereinafter called the Parent Company) of the Consultant, **M/s.****(Name of Consultant)** (hereinafter called the Consultant) for the purpose of the Proposal for the Appointment of Consultant for Strategic Decision Support Unit (SDSU) for the development of International Container Transshipment Port (ICTP) at Galathea Bay, GNI, do hereby solemnly affirm and state on behalf of the Parent Company that we will be providing the financial and technical back up to the Consultant for the satisfactory completion of the Consultancy mentioned above and in case of failure of the Consultant, we as well as our subsidiary companies will be wholly responsible for the services proposed to be rendered by the Consultant.

SIGNATURE OF THE AUTHORISED SIGNATORY SEAL OF THE PARENT COMPANY

Note: *The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably.*

#The documentary proof for authorizing the signatory on behalf of the parent company in the form of Resolution of the company, power of attorney etc. as applicable.