## Corrigendum no. 7

**Replies to the Queries raised at the pre-Bid Meeting for the Tender for Preparation of Detailed Project Report for setting up a Tea Park at Kolkata Port Trust**

**Tender No. 8(7)/2016/Prom**

**Dated: 21/04/2020**

**CPP Portal Tender ID: 2020_TBI_555975_1**

<table>
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<tr>
<th>Sr. No.</th>
<th>Section</th>
<th>Query</th>
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</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Page 3, Section I, Notice inviting e-tender</td>
<td>Tender document fees is Rs. 1000/- (Rupees one thousand only) to be made through NEFT/RTGS in favour of “Tea Board Tea Fund Disbursement” A/c No. 11107799318, SBI, IFSC SBIN0000144, Branch N S Road, Kolkata. Proof of such payment, indicating the UTR No. and Transaction details should be scanned and submitted along with the Technical bid.</td>
<td>Amendment: Tender document fees is Rs. 1000/- (Rupees one thousand only) to be made through NEFT/RTGS in favour of “Tea Board Market Promotion Scheme” Account no: 00260200000807 Bank Name: Bank of Baroda Bank Branch: Brabourne Road IFSC code: BARB0BRABOU</td>
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<tr>
<td>(2)</td>
<td>Page 3, Section I, Notice inviting e-tender</td>
<td>Bid security (EMD) shall be Rs. 2,00,000/- (Rupees Two Lakh only). Payment to be made through NEFT/RTGS in favour of “Tea Board Tea Fund Disbursement” A/c No. 11107799318, SBI, IFSC SBIN0000144, Branch N S Road, Kolkata. Proof of such payment, indicating the UTR No. and Transaction details should be scanned and submitted along with the Technical bid.</td>
<td>Bid security (EMD) shall be Rs. 2,00,000/- (Rupees Two Lakh only). Payment to be made through NEFT/RTGS in favour of “Tea Board Market Promotion Scheme” Account no: 00260200000807 Bank Name: Bank of Baroda Bank Branch: Brabourne Road IFSC code: BARB0BRABOU</td>
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<tr>
<td>(3)</td>
<td>Page 3, Section I, Key Events and Dates</td>
<td>The below dates are mentioned as Proposal Submission Due Date: Last Date to Submit bids 25-05-</td>
<td>Submission date extended.</td>
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<tr>
<td>Page 6, Section II, Clause 2:</td>
<td>Eligible Bidders</td>
<td>We request the Client allow the Consultants who has prepared DPR’s for Industrial Parks, SEZ’s, Ports and Associated logistics instead of at-least one project in Tea Sector; In addition to Tea Sector; also consider experience in sector specific parks like textile park, weaving parks, agro-parks, petro-chemical etc.</td>
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<td>Clause 2. ELIGIBLE BIDDERS:</td>
<td>Have experience of working and having completed at least one project in the Tea Sector/ Food and Beverage Sector and knowledge of working of Ports and associate logistics.</td>
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<td>Page 6, Section II, Clause 2:</td>
<td>Eligible Bidders: A proven record of completion of preparation of Detailed Project Reports (DPR) for at least one project in any of the following sectors – Agro-Processing Industry / Warehouse Infrastructure in Food Commodities / Export Oriented Unit in Packeted Food and Beverage Sector, Industrial Parks and Port Logistics Parks and other industrial sectors.</td>
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<tr>
<td>As per the tender document.</td>
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<tr>
<td>Page 6, Section II, Clause 2, Eligible Bidders:</td>
<td>With a requirement to establish a Tea Park with state of the art facilities– warehousing, packaging, auctioning and allied activities- and taking reference from Dubai Multi Commodities Centre, we believe that it shall be pre- eminent for the bidder to have a broader experience in delivering such facilities across multi-commodities including agriculture produces in establishing food park, industrial park, export zones or Market Yard, among others Accordingly, we request the Authority to modify the given clause as below: ELIGIBLE BIDDERS: The eligible bidder shall be an Indian Company/Firm having experience and understanding the Indian tea sector, feasibility studies and projects across the tea value chain/ Food and Beverage Sector. In terms of financial capability, it should have an average annual turnover of INR 50 crores or more in the last three financial years (FY 2016-17, FY 2017-18 and FY 2018-19) and should satisfy the following criteria: 1. The organization should have experience of having worked as a consultant in India in the Tea Sector / Food and Beverage Sector and knowledge of working of Ports and associate logistics.</td>
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<td>2. A proven record of completion of preparation of DPR for at least one project in any of the following sectors– Agro-Processing Industry/ Warehouse Infrastructure in</td>
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Detailed Project Reports (DPR) for at least one project in any of the following sectors—Agro-Processing Industry/Warehouse Infrastructure in Food Commodities/Export Oriented Unit in Packeted Food and Beverage Sector, Industrial Parks and Port Logistics Parks and other industrial sectors.

Food Commodities/Export Oriented Unit in Packeted Food and Beverage Sector, Industrial Parks and Port Logistics Parks and other industrial sectors.

Projects across the agriculture-commodity value chain. In terms of financial capability, it should have an average annual turnover of INR 50 crores or more in the last three financial years (FY 2016-17, FY 2017-18 and FY 2018-19) and should satisfy the following criteria:

1. Have an experience of working with the Agriculture-commodity Industry as a consultant proven by completing at least one project in the “Agriculture and Food Park Sector” and knowledge of working of Ports and associate logistics.
2. A proven record of completion of preparation of Detailed Project Reports (DPR) for at least one project in any of the following sectors—Agro-Processing Industry/Warehouse Infrastructure in Food Commodities/Export Oriented Unit in Packeted Food and Beverage Sector, Industrial Parks and Port Logistics Parks and other industrial sectors.

Page 6, Clause 2, Eligible Bidders: Have experience of working with the Tea Industry as a consultant proven by completing at least one project in the “Tea Sector” and knowledge of working of Ports and associate logistics.

Please confirm that Work Order along with Self Certification to the effect that DPR has been prepared for a Tea Park / Certificate from Auditor to the effect that payments have been received against Work Orders issued for preparation of DPR for Tea Park shall be considered as Documentary Proof.

Please confirm that Work Order issued by KoPT for Engineering and Procurement PMU and empanelment with IPA will be considered as documentary proof for knowledge of working with Ports and associate logistics.

Only work order or empanelment with IPA will not be sufficient. Evidence of completed work on port logistics/traffic forecast required.

Page 7, Clause 4.1, Bid Documents: Documents to be submitted under Sl No. 8 – 10:

8. Annual Audited Financial Statements for the last three financial years

9. P&L statements for the last three financial years

10. Balance sheet showing Annual Turnover for the last

All three form part of the Audited Financial Statements (AFS). Please confirm that only the AFS which contains the P&L Statement as well as the BS shall be considered as documents submitted against Sl Nos. 8 – 10.

Audited P&L account and Balance Sheet will be acceptable.
<p>| (9) | Page 8, Clause 9: Bid Prices: The bidder shall give the total price (including services, travel and meeting expenses etc. and GST and other taxes and duties if any). The DPR shall address the concerns of the stakeholders along with collection of information pertaining to common infrastructure and other common facilities that shall be required. Therefore, Please let us know the details of the stakeholders to be contacted along with their location and the estimated number of meetings assessed in order to estimate the Travel and Meeting Expenses. We understand that two presentations will have to be given by the Agency, one each for presentation of Draft Report, and the other for presentation of Final Report. It may be confirmed if expenses for meetings beyond those already by the Tea Board for presentations at various other points during the project execution shall be reimbursed. In case the Financial Bid should included expenses on these meetings, the frequency, number and location of the meetings may be specified in order to arrive at suitable estimates of Out of Pocket Expenses. Also, please confirm that any changes in Tax Structure subsequent to commencement of the assignment shall be adequately addressed, and that, the vendor shall not have to bear additional tax expenses on account of changes in tax structure. To be assessed by the bidders. No reimbursement of travel costs for presentation. All costs to be assessed and borne by individual companies. Tax to be charged as per the Govt norms. |
|---|---|---|
| (10) | Page 9, Section II, Clause 12: Bid Security/EMD: The bidder shall furnish, as part of his bid, a bid security for an amount of INR 2,00,000/- (Rupees Two Lakhs only). Due to Consideration of existing market situation and scale of the project, we kindly request the Client to provide relaxation on EMD Amount from Rs. 2 Lakhs to Rs. 1 Lakh. As per the tender document. |
| (11) | Page 9, Clause 12, Bid Security/EMD: Bid security (EMD) shall be Rs. 2,00,000/- (Rupees Two lakh only). Payment to be made in favour of “Tea Board Tea Fund Disbursement “ A/c no. 11107799318, SBI IFSC SBIN 0000144, Branch N.S Road, Kolkata We would request you to consider Bank Guarantee also as one of the payment modes for bid security (EMD). Amendment: Bid security (EMD) shall be Rs. 2,00,000/- (Rupees Two lakh only). Payment to be made in favour of “Tea Board Market Promotion Scheme” A/c no. 00260200000807 Bank Name: Bank of Baroda Bank Branch: Brabourne Road IFSC code: BARB0BRABOU |</p>
<table>
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<tr>
<th>Page</th>
<th>Clause</th>
<th>Submission of Bids</th>
<th>Through CPP portal only.</th>
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<tr>
<td>(12)</td>
<td>Page 10, Clause 16 -</td>
<td>We would request you to kindly accept submission of password protected bid documents through email.</td>
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<tr>
<td>(13)</td>
<td>Submission of Bids</td>
<td>Our suggestion is to accept two separate password protected files – one for Technical bid and one for Financial bid that can be shared with Tea Board by the consultants before submission deadline. For opening the bid documents, consultants shall share the password of the Technical Bid document. Subsequently the qualified bidders can share the password of the financial bids.</td>
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<tr>
<td>(14)</td>
<td>Page 10, Clause 16: Submission of Bids</td>
<td>We request for allowing 21 days time from publication of the response to pre bid queries. Due date of submission of bids may be extended accordingly.</td>
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<td>(15)</td>
<td>Page 11, Clause 21: Evaluation Criteria: A. Organization</td>
<td>Since it’s a Consulting assignment, we kindly request the Client to give some relaxation on marking criteria of Average Annual turnovers; Kindly amend the same as suggested below;</td>
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<td></td>
<td>S.No 1 - Average Turnover of the entity for the last three years (FY 2016-17, FY 2017-18, FY 2018-19)</td>
<td>• INR 50 – 75 Crs: 5 Marks</td>
<td></td>
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<td>INR 50-200 crs: 5 marks</td>
<td>• INR More than 75 Crs: 10 Marks</td>
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<td></td>
<td>More than INR 200 crs: 10 marks</td>
<td>Amendment in Clause 21: Evaluation Criteria:</td>
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<td></td>
<td>A. Organization</td>
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<td>S.No 1 - Average Turnover of the entity for the last three years (FY 2016-17, FY 2017-18, FY 2018-19)</td>
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<td>• INR 50 – 100 cr: 5 marks</td>
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<td>• INR 101- 200 cr – 7 marks</td>
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<td>More than INR 200 cr- 10 marks</td>
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<td>(16)</td>
<td>Page 11, Clause 21: Evaluation Criteria: B. Project Experience;</td>
<td>To encourage a greater number of qualified firms, in addition to Tea Sector; also consider experience in sector specific parks like textile park, weaving parks, agro-parks, Petrochemical etc.</td>
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<td></td>
<td>S.No 1 - The organization should have experience of having worked in the Tea Sector (in India) as a consultant.</td>
<td>Amendment in Clause 21: Evaluation Criteria:</td>
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<td></td>
<td>B. Project Experience;</td>
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<td></td>
<td>S.No 1 - The organization should have experience of having worked as a consultant in India in the Tea Sector / Food and Beverage Sector and knowledge of working of Ports and associate logistics.</td>
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<td>(17)</td>
<td>Page 11, Clause 21: Evaluation Criteria: B. Project Experience;</td>
<td>We request the Client to also allow sectors like textile, weaving, petrochemical etc., in addition to Agro-Processing Industry / Warehouse Infrastructure in Food Commodities / Export Oriented Unit in Pocketed Food and Beverage Sector. We presume that in addition to specific sector assignments, Client will also consider DPR’s experience in multi-</td>
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<td></td>
<td>S.No 2 - The organization should have a proven record of completion of Preparation of Detailed Project Reports (DPR) /</td>
<td>As per the tender document.</td>
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<td>Page</td>
<td>Clause</td>
<td>Description</td>
<td>Amendments/Clarifications</td>
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<tr>
<td>18</td>
<td>Page 11, Clause 21</td>
<td>EVALUATION CRITERIA:</td>
<td>There is mention in one place (Section – 21.1 – Line 9) that 50 marks is required for financial bid opening and in another place (Section 21.2 – Line 2) 60 marks is required for financial bid opening. Request to kindly clarify the financial bid opening criteria. The financial proposal of only those consultants which meet the eligibility criteria and score 60 marks out of 100 in Technical Score are opened. The Technical bids which meet the eligibility criteria as defined in this document and score at least 60 out of 100 marks basis the marking criteria detailed in the table below shall be considered for financial evaluation.</td>
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<tr>
<td>19</td>
<td>Page 11, Marking Criteria: Evaluation Parameter: A.1. Organization</td>
<td>As per the section, marking criteria for average turnover is:</td>
<td>Amendment in Marking Criteria: A. Organization S.No 1 - Average Turnover of the entity for the last three years (FY 2016-17, FY 2017-18, FY 2018-19) INR 50 – 100 cr - 5 marks INR 101-200 cr – 7 marks More than INR 200 cr - 10 marks</td>
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<tr>
<td>20</td>
<td>Page 11, Marking Criteria – B.1. – Project Experience</td>
<td>As per the section, the marking criteria for project experience is 5 marks for each project subject to overall maximum of 15 marks. We would like to mention that knowledge of tea sector is of high importance for this project and hence we would request for changing marking to 3 marks per project in tea sector up to max of 15 marks.</td>
<td>As per the tender document</td>
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</tbody>
</table>
We request the Authority to modify the given scoring criteria as below:

B.1. Project Experience: Agriculture and allied sector (including food park sector in India) ............. to be included.

C.1. Team Experience: Agriculture and allied sector (including food park sector in India) ............. to be included.

C.2. Team Experience: MBA / Post Graduate Diploma in Management - 2.5 marks........ to be included.

C.2. Team Experience: Agriculture and allied sector (including food park sector in India). 2.5 marks each member (Total 5 marks) ............. to be included.

C.2. Team Experience: 2.5 marks each member (Total 5 marks) ............. to be included.

The organization should have experience of having worked in the tea F&B / Food park sector / Farm gate / agri processing sector.

Clause 21 EVALUATION CRITERIA:

C. Team Experience:

S.No 1 - Team leader;

• MBA/Post graduate diploma in Management from a reputed, recognized institution

• Worked on project in the tea / F&B/ Food Park/ Farm Gate / Agri Processing sector in India in the past ten (10) years – 2.5 marks

Worked on projects for the Tea Board of India in the past ten (10) years – 2.5 marks – this criterion is removed.

A minimum of Two team members each having minimum five years of work experience. Marks would be awarded to each member (for two members only) for the following:

• Worked on project in the tea / F&B/ Food park / Farm gate / Agri processing sector in India in the past ten (10) years – 2.5 marks

• MBA/Post graduate diploma in Management from a reputed, recognized institution – 2.5 marks

Worked on projects for the Tea Board of India in the past ten (10) years – 2.5 marks (this criterion is removed).

Since the project is to be funded under the TIES Scheme and requires specific expertise regarding the same, request for weighted average of 80:20 may be considered. Also, we would request you that minimum Technical Score be revised upward to 70 which is normally followed everywhere to evaluate the technical capability of the consultant.

Tender will be evaluated in two phases using Quality cum Cost Based Selection (QCBS) with weighted average of 70:30 for technical and financial proposal respectively. First, technical bid evaluation will be done. Only those bidders who qualify the technical bid evaluation will be allowed to participate/ attend the commercial bid. In QCBS, only the technical proposals which meet the eligibility criteria are evaluated based
on the marking criteria defined and a Technical Score (Ts) is arrived at for the eligible proposals. The financial proposal of only those consultants which meet the eligibility criteria and score 50 marks out of 100 in Technical Score are opened. The financial proposal with the lowest financial quote is given a score of 100. The financial score of other proposals are computed as below.

<table>
<thead>
<tr>
<th>Clause 21 EVALUATION CRITERIA:</th>
<th>B. Project Experience;</th>
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<tr>
<td>S.No 1 - The organization should have experience of having worked as a consultant in India in the Tea Sector / Food and Beverage Sector and knowledge of working of Ports and associate logistics. Project experience in IT, risk, audit and tax shall not be considered</td>
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<td>• Pro-bono engagements shall not be considered</td>
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<td>• 5 marks for each project subject to overall maximum of 15 marks (three projects)</td>
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(23) Page 11, Clause 21.2, Marking Criteria, B.1. Project Experience: The organization should have experience of having worked in the Tea Sector (in India) as a consultant. Project experience in IT, risk, audit and tax shall not be considered

- Pro-bono engagements shall not be considered
- 5 marks for each project subject to overall maximum of 15 marks (three projects)

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| S.No 1 - The organization should have experience of having worked in the Tea Sector (in India) as a consultant. Project experience in IT, risk, audit and tax shall not be considered |

We would request you to consider projects wherein IT, Risk, audit and Tax work has been specifically done in the tea sector.


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| S.No 1 - The organization should have experience of having worked in the Tea Sector (in India) as a Consultant. Project experience in IT, Risk, Audit and tax shall not be considered |

We would request you to consider projects wherein IT, Risk, audit and Tax work has been specifically done in the tea sector.


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| S.No 1 - The organization should have experience of having worked as a consultant in India in the Tea Sector / Food and Beverage Sector and knowledge of working of Ports and associate logistics. Project experience in IT, risk, audit and tax shall not be considered |

We would request you to consider projects wherein IT, Risk, audit and Tax work has been specifically done in the tea sector.

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We would request you to consider projects wherein IT, Risk, audit and Tax work has been specifically done in the tea sector.

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| S.No 1 - The organization should have experience of having worked as a consultant in India in the Tea Sector / Food and Beverage Sector and knowledge of working of Ports and associate logistics. Project experience in IT, risk, audit and tax shall not be considered |

We would request you to consider projects wherein IT, Risk, audit and Tax work has been specifically done in the tea sector.
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<th></th>
<th>Page 12, Section 21.2, Parameter D: Approach and Methodology</th>
<th>Do the consultants need to submit approach and methodology write up along with the submission of technical and financial bid? Or would they need to present directly during presentation to Tea Board in case of short listing. Please clarify.</th>
<th>Submission of documents and presentation, both are required.</th>
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<tr>
<td></td>
<td>Page 12, Section 21.2, End to end logistics solution</td>
<td>From the RFP document, it is unclear in what format is a logistics solution required. Is the Board expecting a strategy road map and theoretical solution or does it expect an IT backed digital solution (or others). Please clarify. Also, the weightage marks given to it at this stage may be accommodated elsewhere or waived off as it is highly improbable to provide a solution without working out the detailed contours of the project/without prior discussions with Tea Board.</td>
<td>Details at Annexure 1 under Scope and description of work.</td>
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<td>Page 12, Section 21.2, Parameter C: Team Experience</td>
<td>The total scoring under this head is mentioned as 10 marks. If both team members get full marks, the total should come to 15 marks. Kindly recheck and confirm/clarity detailed breakup of scoring marks.</td>
<td>A minimum of Two team members each having minimum five years of work experience. Marks would be awarded to each member (for two members only) for the following:</td>
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<td>Page 12, Clause 21</td>
<td>To encourage a greater number of qualified firms, in addition to Tea Sector; also consider experience in sector specific parks like textile park, weaving parks, agro-parks, Petro-chemical etc.</td>
<td>Amendment in Clause 21: Evaluation Criteria:</td>
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<td></td>
<td></td>
<td>• Worked on project in the tea /F&amp;B/ Food park / Farm gate / Agri processing sector in India in the past ten (10) years – 2.5 marks • MBA/Post graduate diploma in Management from a reputed, recognized institution n – 2.5 marks • Worked on projects for the Tea Board of India in the past ten (10) years – 2.5 marks (this criterion is removed)</td>
<td>C. Team Experience:</td>
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<td>S.No 1 - Team leader; • MBA/Post graduate diploma in Management from a reputed, recognized institution</td>
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<td>• Worked on project in the tea /F&amp;B/ Food Park/ Farm Gate / Agri Processing projects)</td>
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| (30) | Page 12, Clause 21  
EVALUATION CRITERIA:  
C. Team Experience:  
S.No 2 - Minimum 2 Members;  
• Worked on project in the tea sector in India in the past ten (10) years – 2.5 marks  
• Worked on projects for the Tea Board of India in the past ten (10) years – 2.5 marks  
| To encourage a greater number of qualified firms, in addition to Tea Sector; also consider experience in sector specific parks like textile park, weaving parks, agro-parks, Petro-chemical etc.  
| Amendment in Clause 21: Evaluation Criteria:  
A minimum of Two team members each having minimum five years of work experience. Marks would be awarded to each member (for two members only) for the following:  
• Clause 21 EVALUATION CRITERIA:  
C. Team Experience:  
S.No 2 – Minimum 2 Members;  
• Worked on project in the tea /F&B/ Food park / Farm gate / Agri processing sector in India in the past ten (10) years – 2.5 marks  
• MBA/Post Graduate Diploma in Management from a reputed, recognized institution– 2.5 marks  
• Worked on projects for the Tea Board of India in the past ten (10) years – 2.5 marks (this criterion is removed)  

| (31) | Page 12, Clause 21  
EVALUATION CRITERIA:  
End to end logistics solution  
| Since it's a consulting assignment, kindly exclude this clause and adjust the scoring either in projects experience or CV’s.  
| As per the tender document.  

(30) Page 12, Clause 21  
EVALUATION CRITERIA:  
C. Team Experience:  
S.No 2 - Minimum 2 Members;  
• Worked on project in the tea sector in India in the past ten (10) years – 2.5 marks  
• Worked on projects for the Tea Board of India in the past ten (10) years – 2.5 marks  

(31) Page 12, Clause 21  
EVALUATION CRITERIA:  
End to end logistics solution  

Since it's a consulting assignment, kindly exclude this clause and adjust the scoring either in projects experience or CV’s.  

As per the tender document.
As per section C-1 (Experience of Team Member) in the table "Marking Criteria: Technical Bid", the summation of weights against the criteria mentioned is 7.5 marks for one team member. For two members (as specified in the RFP document), the combined weightage will be 15 marks, but the maximum marks mentioned for this criteria is 10.

There is a weightage of 5 marks for “Understanding”. End to end logistics solution i.e from tea garden /factory to sea port/airport via rail/road/inland water”. This makes the aggregate total to 105 (instead of 100). While weightages on similar projects in agri-logistics have been assigned in Section B of the Marking Criteria, we request you to assign this weightage (of 5 marks) in the approach and methodology section which is currently having a weightage of 25 marks.

A minimum of Two team members each having minimum five years of work experience. Marks would be awarded to each member (for two members only) for the following:

- Clause 21 EVALUATION CRITERIA:
  C. Team Experience:
  S.No 2 – Minimum 2 Members;
  - Worked on project in the tea /F&B/ Food park / Farm gate / Agri processing sector in India in the past ten (10) years – 2.5 marks
  - MBA/Post Graduate Diploma in Management from a reputed, recognized institution – 2.5 marks
  - Worked on projects for the Tea Board of India in the past ten (10) years – 2.5 marks (this criterion is removed)

Work experience as requested in the Food processing / allied sectors do not normally align with project experience in the tea sector. While it is desirable, preparation of DPR for funding under the TIES scheme does not require explicit experience in working in a particular sector. Also, the nature of job doesn't require prior experience of working with the Tea Board. We therefore request that the Marking should be modified as under: Team leader should have minimum five years of work experience and have the following experience:

- MBA/Post graduate diploma in Management from a reputed, recognized institution

A minimum of Two team members each having minimum five years of work experience. Marks would be awarded to each member (for two members only) for

- Worked on project in the tea /F&B/ Food Park/ Farm Gate / Agri Processing sector in India in the past ten (10) years – 2.5 marks

- Worked on projects for the Tea Board of India in the past ten (10) years – 3 marks

- Worked on preparation of DPR/ techno economic feasibility report for projects in Agro-Processing Industry/ Warehouse Infrastructure in Food Commodities/ Export Oriented Unit

- A minimum of Two team members each having minimum five years of work experience. Marks would be awarded to each member (for two members only) for

- Worked on projects for the Tea Board of India in the past ten (10) years – 2.5 marks
in Packeted Food and Beverage Sector, Industrial Parks and Port Logistics Parks and other industrial sectors. – 6 Marks for each project up to maximum of 12 marks.

We have various natures of contracts with individuals ranging from Long Term Employment, Limited Period Employment right up to Retainership arrangement. Please confirm that all such employment arrangements shall be considered under the ambit and terms of the clause.

---

### Clause 21 EVALUATION CRITERIA:

#### C. Team Experience:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Minimum Requirements</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>• Worked on project in the tea / F&amp;B/ Food park / Farm gate / Agri processing sector in India in the past ten (10) years</td>
<td>2.5</td>
</tr>
<tr>
<td></td>
<td>• MBA/Post Graduate Diploma in Management from a reputed, recognized institution</td>
<td>2.5</td>
</tr>
<tr>
<td></td>
<td>• Worked on projects for funding under GOI schemes in the past ten (10) years</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>• Worked on projects for the Tea Board of India in the past ten (10) years</td>
<td>2.5</td>
</tr>
</tbody>
</table>

Since the project will be executed under the TIES Scheme, expertise should be aligned to working in projects funded under the scheme. While it may be desirable to have experience in the Tea Sector, the nature of job doesn’t require prior experience of working with the Tea Board. We therefore request that the marking should be modified as under:

• MBA/Post Graduate Diploma in Management – 2 marks
• Worked on projects for funding under GOI schemes in the past ten (10) years – 3 marks

---

### Clause 21 EVALUATION CRITERIA:

#### C. Team Experience:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Minimum Requirements</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>• MBA/Post graduate diploma in Management from a reputed, recognized institution</td>
<td>2</td>
</tr>
</tbody>
</table>

As per details in tender document.

---

### Clause 21 EVALUATION CRITERIA:

#### C. Team Experience:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Minimum Requirements</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>• MBA/Post graduate diploma in Management from a reputed, recognized institution</td>
<td>2</td>
</tr>
</tbody>
</table>

We would request you to relax this condition and consider affiliated experts with whom PwC has a joint business relationship for the position of Team leader. Expertise of such resources along with the in-house PwC experts in this sector would add value to the project.
| (37) | Page 12, Clause 21.2:  
A minimum of Two team members each having minimum five years of work experience.  
• Worked on projects in the tea sector in past 10 years -2.5 marks  
Worked on projects for the Tea Board of India in the past ten (10) years -2.5 marks.  
Will request you relax these requirements of working experience with Tea Board and that in the tea sector since otherwise the clauses would appear quite restrictive and anti-completion.  
We will also request you to consider Chartered Accountant as a eligible qualification (at present only MBA/Post graduate Diploma in Management is considered an eligible qualification.  
A minimum of Two team members each having minimum five years of work experience. Marks would be awarded to each member (for two members only) for the following:  
• Clause 21 EVALUATION CRITERIA:  
C. Team Experience:  
S.No 2 – Minimum 2 Members;  
• Worked on project in the tea /F&B/ Food park / Farm gate / Agri processing sector in India in the past ten (10) years – 2.5 marks  
• MBA/Post Graduate Diploma in Management from a reputed, recognized institution– 2.5 marks  
• Worked on projects for the Tea Board of India in the past ten (10) years – 2.5 marks (this criterion is removed). |

| (38) | Page 16, Clause 4.2 – Performance Security  
We would request that the performance-security compensation clause be triggered only if loss is incurred solely due to agency's failure to complete its obligations under contract. Accordingly, we would request for modification of the clause to include: “The proceeds of the performance security shall be payable to the Tea Board as compensation for any loss resulting solely from the agency's failure to complete its obligation under the contract”.  
As per the details in the tender document.  
There is no clause in the document, which mentions the timeline for discharge of performance security post successful completion of  
The performance Security Bond will be discharged by the Tea Board within a max time frame of 3 months after completion of the project and the |
<table>
<thead>
<tr>
<th>Page</th>
<th>Section</th>
<th>Clause/Point</th>
<th>Original Text</th>
<th>Proposed Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>II, 5.</td>
<td>General Conditions of Contract, Point no. 5</td>
<td>The selected agency will have to execute an agreement with the Tea Board on Non Judicial stamp paper of appropriate value and in format to be provided by Tea Board.</td>
<td>Will there be any room for negotiation at the agreement stage? NO</td>
</tr>
<tr>
<td>16</td>
<td>6.4</td>
<td>Delivery:</td>
<td>Please confirm the timeline by which all information necessary to prepare the DPR shall be made available to the Agency for preparation of the Draft Report.</td>
<td>The necessary information for the DPR will have to be sourced and collated by the agencies themselves.</td>
</tr>
<tr>
<td>16</td>
<td>6.5</td>
<td>Delivery:</td>
<td>Please confirm the minimum period which shall be available to the Agency to incorporate necessary changes in the Draft Report before submission of the Final Report.</td>
<td>Amendment: Within 180 days of signing of the contract, the selected bidder has to submit the final report.</td>
</tr>
<tr>
<td>17</td>
<td>7</td>
<td>Payment Terms</td>
<td>There is no mention of timeline for acceptance of final report by the Tea Board. We would request you to kindly mention the acceptance period of final report.</td>
<td>Up to a maximum of 3 months.</td>
</tr>
<tr>
<td>17</td>
<td>10.1</td>
<td>Delays and Liquidated Damages</td>
<td>We would request that the liquidated damages/penalty clause trigger only if the delay is determined to be on account of reasons solely attributable to the bidder. Accordingly, we would request for modification of the clause to include: “the Liquidated Damages will be applicable only if the delay is solely attributable to the Consultant / Bidder”.</td>
<td>10.1. Liquidated damage charges will be imposed @ 0.5% of the goods/services which was delivered beyond the delivery period mentioned in the contract subject to maximum of 10% of the contract value.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10.2. The maximum amount of liquidated damages shall be 10%.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10.3. If the Agency requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the order for the same immediately on occurrence of the hindrance, with justifications, but not after the</td>
</tr>
</tbody>
</table>
stipulated date of completion of Delivery. Delivery period may be extended with or without liquidated damages if the delay in the supply of services is on account of hindrances beyond the control of the Agency.

10.4. Liquidated Damages would be deducted from the Payment due for that milestone as mentioned.

| (45) | Page 17, Clause 7, Payment Terms, Point no. 7.1. Payment of the cost of study as mentioned in the Price Schedule will be effected in the following manner, subject to applicable TDS |
| | 20% of the total cost will be paid as mobilization advance on commencement of the project |
| | 50% will be cleared on submission of the draft report to the Tea Board. |
| | Please let us know the time likely to be taken for clearance of the Draft Report by Tea Board. |
| | 60 days maximum. |

| (46) | Page 17, Clause 7, Payment Terms, Point no. 7.1. 20% after the final report. is accepted and approved by the Tea Board. |
| | Please let us know the time likely to be taken for acceptance and approval of the Final Report by Tea Board. |
| | 60 days maximum. |

| (47) | Page 17, Clause 7, Payment Terms, Point no. 7.1. 10% after the final presentation is made at designated place and date to be specified by Tea Board, within two months from the date of completion of the project. |
| | We understand that in case the final presentation cannot be scheduled by Tea Board within two months from date of completion of project, the balance payment of 10% shall be immediately released upon completion of the two month period and presentation of invoice irrespective of the status of Final Presentation to be made. |
| | Final presentation to be scheduled within two months from the date of completion of project. The balance payment of 10% after the final presentation is made at designated place and date to be specified by Tea Board, within four months from the date of completion of the project. |

| (48) | Page 17, Clause 8, Sub-contracts: The bidder shall notify the Tea Board in writing of all subcontracts awarded if not already specified in his bid. Such notification in his original bid or later shall not relieve the bidder from any liability or obligation under the Contract. |
| | We request that subcontracting to affiliates and related parties be allowed. Accordingly, the relevant clause may be modified as under: “Except for subcontracting to affiliates and related parties, the Agency shall notify the Tea Board in writing of all subcontracts awarded if not already specified in his bid. Such notification in his original bid or later shall not relieve the bidder from any liability or obligation under the Contract.” |
| | As per details in the tender document. |

| (49) | Page 17, Clause 10, Delays, Liquidated Damages: In case |
| | Please confirm that the delay in Liquidated Damages would be deducted from the Payment due for that milestone as mentioned. |
| | As per details in the tender document. |
of extension in the delivery of the services the recovery shall be made on the basis of following percentages of value of Contract / work completion, which the bidder has failed to supply / complete the work.

providing necessary information to the Agency shall be taken into account while calculating delay and subsequent extension in delivery of services as per the relevant clause. The Agency shall not be held responsible for delays caused due to acts of the Tea Board and the Agency shall accordingly not be held liable.

<table>
<thead>
<tr>
<th>Page 17, Clause 10 – Delays and Liquidated Damages:</th>
<th>Acknowledging the fact that it is a win-win situation for both the parties to complete the assignment within the stipulated time period and accordingly best efforts shall be put to meet the timelines, we request the Authority to remove the Delays, Liquidated Damages clause as it is simplistic to match the given timeline with the quantum of work, ignoring the complexity of the assignment.</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1 Liquidated damage charges will be imposed @ 0.5% of the goods/services which was delivered beyond the delivery period mentioned in the contract subject to maximum of 10% of the contract value.</td>
<td>10.2. The maximum amount of liquidated damages shall be 10%.</td>
</tr>
<tr>
<td>10.3. If the Agency requires extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the Authority, which has placed the order, for the same immediately on occurrence of the hindrance, with justifications, but not after the stipulated date of completion of Delivery. Delivery period may be extended with or without liquidated damages if the delay in the supply of services is on account of hindrances beyond the control of the Agency.</td>
<td>10.4. Liquidated Damages would be deducted from the Payment due for that milestone as mentioned.</td>
</tr>
</tbody>
</table>

| Page 18, Clause 11: Force Majeure | In the event of a lockdown being imposed during the execution of the assignment, timeline of deliverables will get impacted. Please suggest if we can modify the Force Majeure clause to include Covid-19. | Lockdown has been partially lifted in most of the places. |

<table>
<thead>
<tr>
<th>Page 19, Clause 12.2 – Termination for Default</th>
<th>We would request you to limit the amount to respective undelivered milestone.</th>
<th>Risk Purchase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Purchase</td>
<td>If the materials/services are not supplied within the time schedule, Tea Board has full right to cancel the supply order / work order and purchase/execute the above work at vendor’s risk and cost.</td>
<td></td>
</tr>
<tr>
<td>(53)</td>
<td>Page 19, Clause 13 – Termination for Insolvency</td>
<td>We would request for addition of the following clause to provide termination right to the consultant in case of non-payment of fees. “The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case Client does not make the payment to the Consultant does not adhere to the arbitration judgment”.</td>
</tr>
<tr>
<td>(54)</td>
<td>Page 19, Clause 15 – Set Off</td>
<td>Request you to kindly clarify this clause.</td>
</tr>
<tr>
<td>(55)</td>
<td>Page 19, Clause 14: Arbitration: 14.1 In the event of any question, dispute or difference arising under this agreement or in connection with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of The Deputy Chairman, Tea Board, Kolkata. The agreement to appoint an arbitrator will be in accordance with the Arbitrator and conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a TEA BOARD Servant or that he was to deal with the matter to which the agreement relates or that in the course of his duties as a TEA BOARD Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, Tea Board or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.</td>
<td>We propose a sole arbitrator to be mutually appointed by the parties for sake of neutrality, instead of the current unilateral arbitrator appointment.</td>
</tr>
<tr>
<td>(56)</td>
<td>Page 19, Clause 14: Arbitration: 14.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter</td>
<td>With reference to arbitration, we request the Authority to change the given clause as below:</td>
</tr>
</tbody>
</table>
the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Deputy Chairman Tea Board, Kolkata. The agreement to appoint an arbitrator will be in accordance with the Arbitrator and conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a TEA BOARD Servant or that he was to deal with the matter to which the agreement relates or that in the course of his duties as a TEA BOARD Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, Tea Board or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

14.2 The venue of the arbitrator proceeding shall be the office of The Deputy Chairman Tea Board Kolkata, or such proceeding places as the arbitrator may decide.

14.1 If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP/Tender, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of fifteen (15) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Authorized Representative of the Authority and Bidder/Consortium receptively.

14.2 If the Parties fail to resolve the disputes through above means as per the Clause 14.1, then they have the recourse of Arbitration and Conciliation Act, 1996 and any amendments thereof read with rules thereunder.

a) Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with Clause 14 above, shall be finally settled by Arbitration. Arbitration proceedings shall be conducted in accordance with the rules of procedure designated as below:

b) Number of Arbitrators: Three arbitrators shall be nominated as follows; One arbitrator shall be nominated by the party issuing the notice for invocation of Arbitration. The other party shall then nominate the second arbitrator. These two arbitrators shall then nominate a third arbitrator, who shall be the Chairman. OR failing such consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

c) Performance during Arbitration: Pending the submission of and/or decision on a Dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations
<table>
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<th>Page</th>
<th>Clause</th>
<th>Text</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>14.1</td>
<td>In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of The Deputy Chairman, Tea Board, Kolkata. The agreement to appoint an arbitrator will be in accordance with the Arbitrator and conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a TEA BOARD Servant or that he was to deal with the matter to which the agreement relates or that in the course of his duties as a TEA BOARD Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, Tea Board or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.</td>
<td>The Arbitration arrangement as proposed in the GCC does not seem to represent the fair balance principle of jurisprudence and natural law. In the unlikely situation of the assignment going into arbitration, we would like to request for appointment of an Arbitrator acceptable to both parties.</td>
</tr>
<tr>
<td>19</td>
<td>14.2</td>
<td>The venue of the arbitrator proceeding shall be the office of The Deputy Chairman Tea Board Kolkata, or such proceeding places as the arbitrator may decide.</td>
<td>Please refer to the above observations. The venue of arbitration proceedings may be decided accordingly.</td>
</tr>
<tr>
<td>21</td>
<td>Section IV - Special Conditions of Contract</td>
<td>There is no clause in the document which limits the overall liability of the consultant. We would request for addition of the clause below for the</td>
<td>As per the tender document.</td>
</tr>
</tbody>
</table>

| (57) | Page 19, Clause 14.1: Arbitration: | In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of The Deputy Chairman, Tea Board, Kolkata. The agreement to appoint an arbitrator will be in accordance with the Arbitrator and conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a TEA BOARD Servant or that he was to deal with the matter to which the agreement relates or that in the course of his duties as a TEA BOARD Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, Tea Board or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. | The Arbitration arrangement as proposed in the GCC does not seem to represent the fair balance principle of jurisprudence and natural law. In the unlikely situation of the assignment going into arbitration, we would like to request for appointment of an Arbitrator acceptable to both parties. | As per details in the tender document. |
| (58) | Page 19, Clause 14.2: Arbitration: | The venue of the arbitrator proceeding shall be the office of The Deputy Chairman Tea Board Kolkata, or such proceeding places as the arbitrator may decide. | Please refer to the above observations. The venue of arbitration proceedings may be decided accordingly. | As per details in the tender document. |
| (59) | Page 21, Section IV - Special Conditions of Contract | There is no clause in the document which limits the overall liability of the consultant. We would request for addition of the clause below for the | As per the tender document. |
| Page 21, Section IV, Special Conditions of Contract, Point no. 8: Experience | We request the authority to incorporate the following changes in the given clause: EXPERIENCE: The bidder should be an Indian Registered Company/ Firm meeting the following criteria:  

a) The bidder should have experience and understanding of the Indian tea sector and preparing feasibility reports.  
b) Should have an average annual turnover of INR 50 crores or more in the last three financial years (FY 2016-17, FY 2017-18 and FY 2018-19).  
c) Should have an existing office at Kolkata, West Bengal, India. |
|---|---|
| Page 22, Section IV - Special Conditions of Contract, Clause 11: If the Tea Board India is not satisfied with the performance of the vendor, the contract can be terminated during the current period after giving 1 months’ notice. | We would request for addition of the following to the clause – “In case of termination by client, consultant to be paid for services rendered up to the effective date of termination”.  

The following clause is added:  

"In case of termination by client, consultant to be paid for services rendered up to the effective date of termination". |
| Page 22, Clause 11: If the Tea Board India is not satisfied with the performance of the vendor, the contract | We request you to specify the parameters to be used for evaluating the performance of the vendor and the resultant criteria for termination  

As per the conditions laid down in the tender document. |
<table>
<thead>
<tr>
<th>Page</th>
<th>Annexure</th>
<th>Clause/Point</th>
<th>Question/Request</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>63</td>
<td>1 – Scope of Work/Terms of Reference</td>
<td>As per the section, we understand that the location for Tea Park has been identified. We would request your clarification on our understanding. Also please clarify if consultant has to conduct site selection and if so, what is the number of sites which needs to be assessed.</td>
<td>KoPT authorities will show the prospective sites.</td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>3, Scope of Work/Terms of Reference: 1. Market and Status Study</td>
<td>Please confirm that the Market Study will be limited to Secondary Research from information already available in the public domain except for views of stakeholders as mentioned at Point Number (iii)</td>
<td>Detailed study as would be required for a proper assessment.</td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>3, Scope of Work/Terms of Reference: 1. Market and Status Study; iii. Views of the key tea industry stakeholders’ viz. various Tea Associations, Tea Exporters, Tea Packeteers, Single and Multi Brand Retailers, Warehousers and Transporters on the proposed project and their willingness to relocate from their existing location to Kolkata.</td>
<td>Please specify the sample size and geographical distribution of the sample that would be deemed as sufficient for the purpose of the assessment.</td>
<td>To the assessed by individual bidders.</td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>3, Assessment of Locations and Specifications: Successful set-ups in Asia especially DMCC, Dubai to be studied and can be used as an input for setting up the facility.</td>
<td>Will Tea Board help us get access to Dubai Tea Park as we will need inputs with respect to the level of value addition carried out there and employment generation through the park at various levels?</td>
<td>Individual companies to arrange on their own. Travel and visit per International norms and latest directives of Govt of India. Due to continuing lockdown situation, detailed discussions with DMCC Dubai and relevant stakeholders may be undertaken through video conferencing and similar measures. Assessment may also be done through associates/partners of the bidders at Dubai and other places.</td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>6 - Preparation of Detailed Project Report and Presentation</td>
<td>In the wake of the current COVID crisis, national and international travel seems to remain uncertain for an unknown period of time. Detailed discussions with DMCC Dubai and relevant stakeholders may be undertaken through video conferencing and similar measures. Request Tea Board to consider.</td>
<td>Detailed discussions with DMCC Dubai and relevant stakeholders may be undertaken through video conferencing and similar measures. Assessment may also be done through associates/partners of the bidders at Dubai and other places.</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>6 - Preparation of Detailed</td>
<td>We kindly request the Client to clarify whether consultant has to budget</td>
<td>All costs to be assessed and borne by the agencies. Travel and visit as per</td>
<td></td>
</tr>
<tr>
<td>Page</td>
<td>Issue</td>
<td>Textual Content</td>
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<tr>
<td>Project Report and Presentation: The consultants need to travel to Dubai, UAE, for studying the facility at DMCC, Dubai.</td>
<td>logistic expenses travel to Dubai into Consultants fee quotes or it will be taken care by the Client – Please clarify. If in-case, Dubai travel expenses needs to be budgeted into Consultant fee quotes then please clarify on how many no. of trips needs to be considered and for how many people’s from Client end and Consultant end would be required to travel to Dubai - Please Clarify.</td>
<td>International norms and latest directives of Govt of India. Due to continuing lockdown situation, detailed discussions with DMCC Dubai and relevant stakeholders may be undertaken through video conferencing and similar measures. Assessment may also be done through associates/partners of the bidders at Dubai and other places.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(69) Page 25, Point 6 – Preparation of Detailed project report and presentation</td>
<td>The point mentions, “The consultants need to travel to Dubai, UAE, for studying the facility at DMCC, Dubai”. We would request you to add the clause - “This is be subjected to removal of international travel ban by Directorate General of Civil Aviation (DGCA), Government of India and acceptance of Visa application by the Ministry of Interior, UAE”.</td>
<td>As per International norms and latest directives of Govt of India. Due to continuing lockdown situation, detailed discussions with DMCC Dubai and relevant stakeholders may be undertaken through video conferencing and similar measures. Assessment may also be done through associates/partners of the bidders at Dubai and other places.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(70) Page 25, Scope of Work/Terms of Reference: The Bidders personnel shall – a) At all times abide by rules for holidays and working hours b) At all times strictly follow the confidentiality conditions laid down and changes made to it from time to time c) Displaying some identity cards with photo issued by the employer d) The team has to be based out of client location during project tenure.</td>
<td>Taking cognizance of the nature of work which requires the bidders’ personnel to travel to Dubai and other places for completing the DPR, we request the authority to incorporate the following changes in the given clause: The Bidders personnel shall - a) At all times abide by rules for holidays and working hours b) At all times strictly follow the confidentiality conditions laid down and changes made to it from time to time c) Displaying some identity cards with photo issued by the employer d) The team shall be present in all the desired meetings as per the deliverable requirements to mark the progress of the project.</td>
<td>As per the tender document.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(71) Page 25, Scope of Work/Terms of Reference: 4. Financial Viability Study: iv. Source and mode of financing to be identified.</td>
<td>Please confirm that identification of sources would be limited to suggestions only. It will be the responsibility of the Tea Board to undertake the necessary modalities for accessing funds from the identified sources.</td>
<td>As per the specifications in the tender document.</td>
<td></td>
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</tr>
<tr>
<td>(72) Page 26, Responsibilities of Tea Board</td>
<td>We would request for addition of the following to the clause - “Tea Board shall be solely responsible for making all management decisions and performing all management</td>
<td>As per the tender document.</td>
<td></td>
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</tr>
<tr>
<td>No.</td>
<td>General Query</td>
<td>Details</td>
<td>Reference</td>
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<tr>
<td>73</td>
<td>We request the Client to provide approximate project area for the Tea Park.</td>
<td>To be assessed in consultation with different stakeholders and KoPT authorities.</td>
<td>73</td>
<td></td>
</tr>
<tr>
<td>74</td>
<td>As part of DPR, Consultant scope is limited to preliminary engineering work for external electrification work only or detail engineering work is to be done -Please clarify.</td>
<td>Detailed Project Report is to be submitted.</td>
<td>74</td>
<td></td>
</tr>
<tr>
<td>75</td>
<td>Please specify the power supply source need to be considered for design purpose and the distance of nearby electrical power supply source and voltage level available.</td>
<td>To be assessed by the bidder upon visiting and detailed study of the area.</td>
<td>75</td>
<td></td>
</tr>
<tr>
<td>76</td>
<td>Which type of street lighting arrangement is expected (Conventional, Solar or Hybrid system).</td>
<td>To be assessed by the bidder upon visiting and detailed study of the area.</td>
<td>76</td>
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<tr>
<td>77</td>
<td>Kindly Provide the location &amp; source of water available for this project area. or Kindly confirm if there is any existing pipeline within the proposed Tea park area for tapping the water to meet the required demand.</td>
<td>To be assessed by the bidder upon visiting and detailed study of the area.</td>
<td>77</td>
<td></td>
</tr>
<tr>
<td>78</td>
<td>It is understood WTP/ STP/ CETP detailed design is not in bidder scope – please confirm.</td>
<td>To be assessed by the bidder upon visiting and detailed study of the area.</td>
<td>78</td>
<td></td>
</tr>
<tr>
<td>79</td>
<td>Kindly confirm is there is any existing STP/CETP/ETP inside the tea park or nearby project area to tie in.</td>
<td>To be assessed by the bidder upon visiting the site and in consultation with KoPT authorities.</td>
<td>79</td>
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<tr>
<td>80</td>
<td>It is understood that, external infrastructure study is preliminary only and not detailed design of the same is not in bidder scope. Kindly confirm.</td>
<td>As per the tender document.</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>81</td>
<td>It is understood, Consultant scope is up to DPR only and tender is not in bidder scope – please confirm.</td>
<td>As per the tender document – only DPR.</td>
<td>81</td>
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<tr>
<td>82</td>
<td>Exact location of the proposed project area i.e. coordinates or provide any feasibility report available then please provide the</td>
<td>KoPT will show the prospective sites.</td>
<td>82</td>
<td></td>
</tr>
<tr>
<td>(83)</td>
<td>Request for introduction of new clause</td>
<td>We request the Authority to consider a bidder as a single firm or a consortium/Joint Venture.</td>
<td>Considered.</td>
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<td>(84)</td>
<td>Request for introduction of new clause</td>
<td>We request the authority to incorporate the below clause:</td>
<td>As per details in tender document.</td>
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<td></td>
<td></td>
<td>The Client shall not disclose a deliverable (or any portion or summary of a deliverable) externally, or refer to the Consultant in connection with the Services, except:</td>
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<td></td>
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<td>(a) to the Client’s lawyers (subject to these disclosure restrictions), who may review it only in connection with the Services,</td>
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<td>(b) to the extent, and for the purposes, required by law or any regulatory authority (and the Client will promptly notify us of such legal requirement to the extent it is permitted to do so),</td>
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<td>(c) to other persons with the Client’s prior written consent, who may use it only as we have specified in our consent.</td>
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<td></td>
<td></td>
<td>If the Client is permitted to disclose a deliverable (or a portion thereof), it shall not alter, edit or modify it from the form it has been provided.</td>
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<tr>
<td>(85)</td>
<td>Request for introduction of new clause</td>
<td>We request the authority to incorporate the below clause:</td>
<td>As per details in tender document.</td>
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<td></td>
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<td>Notwithstanding anything to the contrary, the Client may not recover from the Consultant, in contract, indemnity or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.</td>
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<tr>
<td>(86)</td>
<td>Request for introduction of new clause</td>
<td>We request the authority to incorporate the below clause:</td>
<td>As per details in tender document.</td>
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<td></td>
<td>Notwithstanding anything to the</td>
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<tr>
<td>Request for introduction of new clause</td>
<td>Payments against invoices will be done in due course upon completion of all paper work and formalities and as per fulfilling the obligations satisfactorily as per details in the tender document.</td>
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<tr>
<td>Payment of invoices:</td>
<td>Payment of invoices raised shall be made within a period of 7 days of receipt of the invoices through mail or physical delivery, whichever is earlier.</td>
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<tr>
<td>• In the event of non payment of invoices within the stipulated time, the Agency shall be entitled to late payment charges of two percent (2%) per month.</td>
<td>Payments against invoices will be done in due course upon completion of all paper work and formalities and as per fulfilling the obligations satisfactorily as per details in the tender document.</td>
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<td>Payment of Additional Fees:</td>
<td>As per the tender specifications.</td>
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<td>The Agency shall charge additional professional fees as mutually agreed, if events beyond the Agency’s control (including the Tea Board’s acts or omissions) affect the Agency’s ability to perform the services as originally planned or if the Tea Board asks the Agency to perform additional tasks or services.</td>
<td>All expenses related to this project will have to be assessed by the individual bidders. The payment by Tea Board will be limited to the financial quote and upon successful fulfillment of all clauses and obligations as per the tender and no additional payment will be considered</td>
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<td>Reimbursement of Legal Expenses:</td>
<td>As per the tender specifications.</td>
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<td>Unless expressly provided for in the Scope of Work, Services shall not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries</td>
<td>All expenses related to this project will have to be assessed by the individual bidders. The payment by Tea Board will be limited to the financial quote and upon successful fulfillment of all clauses and obligations as per the tender and no additional payment will be considered</td>
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or proceedings. Moreover, the Agency’s reasonable costs, expenses and time spent in the Tea Board’s legal and regulatory matters or proceedings, such as subpoenas, testimony, bankruptcy filings or proceedings, consultation involving private litigation, arbitration, government or industry regulatory inquiries, made at either the Tea Board’s request or by subpoena or equivalent, shall be billed to the Tea Board separately at the Agency’s then-current rates. The terms of this paragraph shall continue to apply to such third party proceedings that arise after the termination of this Agreement.

<table>
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<tr>
<th>(91) Request for introduction of new clause</th>
<th>Mutual Termination Clause:</th>
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<td>The engagement may be terminated by either party at any time, with or without cause, by giving written notice to the other party of not less than thirty (30) days before the effective date of termination; provided that, in the event of a termination for cause, the party in breach shall have the right to cure the breach within the notice period. Upon termination of the engagement, the Tea Board will compensate the Agency under the terms of the Engagement Letter for the services performed and expenses incurred for the period to the effective date of termination. • The Agency shall have the right, at its option, to suspend or terminate the provisions of services in the event that the Agency’s undisputed invoices are not paid within the contractually agreed period.</td>
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<tr>
<td>As per the tender specifications.</td>
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<tr>
<th>(92) Request for introduction of new clause</th>
<th>Limitation of Liability:</th>
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<tr>
<td>The aggregate liability of the Agency, its partners, directors, Agencys, employees, agents, affiliates and other personnel for damage shall be limited to the amount of the fees that the Agency has received in connection with the Engagement. If the Engagement is of a recurring nature, then the aggregate liability</td>
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<td>As per the tender document</td>
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</table>
shall not exceed the amount received by the Agency in the immediately preceding year.

- For the purpose of the assignment, “damage” shall mean the aggregate of all losses or damages and costs suffered or incurred, directly or indirectly, by the Tea Board under or in connection with the Engagement or its subject matter (as the same may be amended or varied) and any report prepared pursuant to it, including as a result of breach of contract, breach of statutory duty, tort (including negligence), or other act or omission by the Agency.

- The above liability limit will not apply to any losses, damages or costs arising from the fraud, dishonesty or gross negligence of the Agency or in respect of liabilities which cannot lawfully be limited or excluded.

- It is agreed that, having regard to the Agency’s interest in limiting the personal liability and exposure to litigation of its personnel, the Tea Board will not bring any claim in respect of any damage against any of the Agency’s personnel personally.

- Subject always to the aggregate limit of liability specified in the first paragraph above, the liability of the Consult to the Client in connection with any report or communication relating to this assignment and/or prepared pursuant to it shall be limited to the proportion of the total damage, which may justly and equitably be attributed to the Agency, after taking into account contributory negligence (if any) of the Tea Board.

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<tr>
<th>Request for introduction of new clause</th>
<th>Confidentiality:</th>
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<tbody>
<tr>
<td>The Agency shall not disclose any confidential information which it obtains as a result of acting for the Tea Board to any third party other than its partners, directors, Agencies, employees, agents,</td>
<td></td>
</tr>
<tr>
<td>As per the tender document.</td>
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</tbody>
</table>
affiliates, other personnel, experts and Agencies or advisors on a “need to know” basis and who are bound by appropriate confidentiality and non-disclosure obligations.

• In the event that the Agency or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the Agency wishes to disclose to its professional indemnity insurers or to its advisors, the Agency agrees that it will, as far as is legally and practically possible, provide the Tea Board with prompt notice of such request or requirement in order to enable the Tea Board to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Agency or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed.

• The Agency shall be permitted to retain copies of such Confidential Information as it is required to retain for legal or professional regulatory purposes. The Agency’s confidentiality obligations shall continue indefinitely whilst such confidential information is retained.

• Unless specifically governed by statute or regulation, the report and deliverables issued by the Agency in accordance with the Engagement Letter are strictly confidential and for use by the Tea Board for the purpose specified in the Engagement Letter. Further the Agency shall not be responsible for the use or implementation of the output of the services. The reports and other deliverables may not be used, reproduced or circulated for any other purpose, whether in whole or in part, without the Agency’s prior written consent, which consent shall
<table>
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<th>(94)</th>
<th>Request for introduction of new clause</th>
<th>Indemnification:</th>
<th>As per the tender document.</th>
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<td></td>
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<td>• The Tea Board shall indemnify and hold harmless the Agency against all claims by third parties (contractual or in tort), threatened claims, suits, taxes, penalties, liabilities, damages, costs and expenses, suffered, incurred, arising or expended (“Claims”), directly or indirectly by reason of Agency’s performance under this Engagement or from having performed any services to the Tea Board, except in the event of fraud, gross negligence, or wilful misconduct on the part of the Agency. However, the Tea Board shall not be liable for any special, consequential, or incidental damages (including but not limited to damages for loss of goodwill and the like) arising out of this Engagement.</td>
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<td></td>
<td></td>
<td>• The indemnity obligations as set out above shall survive the termination or rescission for any reason of the contractual relationship between the Agency and the Tea Board until the expiry of the relevant statute of limitation applicable to any claims.</td>
<td></td>
</tr>
<tr>
<td>(95)</td>
<td>Request for introduction of new clause</td>
<td>Non-exclusivity:</td>
<td>As per the tender document.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The parties acknowledge that the Agency shall have the right to provide consulting or other professional services of any kind or nature whatsoever to any person or entity as the Agency in its sole discretion deems appropriate.</td>
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