

## **INDIAN PORTS ASSOCIATION**

### **Clarification of Pre-Bid Queries**

E-REQUEST FOR PROPOSAL (e-ERFP) For Engagement of a Consultancy Firm for Collections of Real Time Data for Port, Shipping and IWT Sector

IPA/GAD/Sagarmala/REALTIME/2019

Dt. 08.03.2019

S.No	Clause Description	Details of Item per Tender Requirement	Query/ Suggestion	Clarifications
<b>M/s PWC:</b>				
1.	Section 2, scope of work, Page No 17, sub-point no 3 under Point A	In-depth review of business processes and activities for the ports and commodities from the perspective of determining data capture points, availability of data (w.r.t quality and quantity) and technology/system(s) requirement.	The processes may differ from port to port. Our understanding is that this review would need to be done taking 1-2 key ports and looking at business processes across major commodities that drive traffic. Request if number of ports and number of commodities be specified.	Selected consultant has to visit all Major Ports, State Maritime Boards & IWAI.
2.	Section 2, scope of work	Not present	The title of the project specifies that the exercise also need to be conducted for IWT sector, however, IWT sector coverage is not mentioned in the scope. Kindly highlight whether IWT sector needs to be covered. Also scope of coverage for baselining of waterways and commodities (NW 1 only, NW 1, NW 2 etc.) may be specified	IWT Sector also be covered.
3.	Clause 3 under Section 2, Pg 19	<b>Project duration:</b> The total duration envisaged for 60 days from the date of placement of order.	Given the scope of engagement it is requested that overall timeline of the project be kept at 120 days, with adequate time being given for initial base line report (at least 50 days) as that would require extensive interaction, data compilations and	The total duration envisaged for 90 days from the date of placement of order Please refer to Addendum-1

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			analysis	
4.	Clause 4 under Section 2, Pg 20	Payment schedule Submission of Baseline Assessment Report- 10%	The base line report will form the basis of all other documents and will require extensive assessment. Hence it is requested that equal payments milestones be given for all 4 deliverables.	Clause remains unchanged
5.		Milestone	Please clarify that the payment would be on submission of reports. In case payment is on report approval, then it is requested that a time (7 to 10 days) be given for the authority to provide comments and in case no comments are provided in the set time period then consultant would be eligible for payment against said milestone.	The payment should be done on report approval.
6.	Point 1 under Clause 7 of Section 2, Pg 22,	Self-Certified Documentary Evidence The Managing Director of the Consulting firm shall self-certify if the firm has done assignments on non-disclosure agreements	In case of Partnership firms, the clause may be modified to include Partner, authorized by the Board of Directors	Point 1 under Clause 7 of Section 2, Pg 22, shall be read as: The Managing Director/CEO of the Consulting firm shall self-certify if the firm has done assignments on non-disclosure agreements (Please Refer Addendum 1)
7.	Point 4.1 of Clause 9 under Section 2, Page no 24-25	Evaluation of proposal: IT Solution Architect (One)	Considering the nature and expectations from the RFP, it is requested that specialized / dedicated experts for Data & Integration Architecture, Emerging Tech Consultant and an overall technology architecture be separately sought instead of 1 position for IT Solution Architect,	Please refer to point 4.4 of clause 9 under section 2 on Pg 25 of RFP, bidder to choose any other experts from cross functional area.

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			as these are specialized skill sets that would be critical for the assignment	
8.	Contract Terms & Conditions		<p>It is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. The following language may be considered:</p> <p>"Purchaser/Client agrees that Consultant's total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	<p>It shall be read as:  <b>"Purchaser/Client agrees that Consultant's total liability for all claims connected with the services or this agreement (including non-achievement of milestones as per schedule &amp; targets dates but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited the total fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (ii) indirect or consequential loss."</b>  (Please Refer Addendum 1)</p>
9.	Clause 11 under section 2 on page no 27	General Terms & Conditions	It is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we	Clause remains unchanged

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			<p>cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p><b>Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.</b></p>	
10.	Clause 11 under section 2 on page no 27	General Terms & Conditions	<p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such</p>	Clause remains unchanged

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			<p>information. Client is therefore requested to kindly include the following clause:  <b>Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.</b></p>	
11.	<p><b>Clause 11 under section 2 on page no 27</b></p>	<p>General Terms &amp; Conditions</p>	<p><b>Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.</b></p>	<p><b>Clause remains unchanged</b></p>
12.	<p><b>Under heading of ‘Applicable Law’ under section 2 on page no 31</b></p>	<p><b>DEFENCE OF SUITS</b>  If any action in court is brought against the Purchaser or an officer or agent of the Purchaser for the failure or neglect on the part of the Supplier to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused</p>	<p><b>There are several remedies available under law and contract to the Client for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. We understand that remedies other</b></p>	<p><b>Clause remains unchanged.</b></p>

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		by the alleged omission or negligence of the part of the Bidder, his agent, representatives or his sub-Bidders, Workman, contractors or employees, the Supplier shall in all such cases indemnify and keep the Purchaser and/or his representative, harmless from all losses damages expenses or decrees arising out of such action. All claims regarding indemnity shall survive the termination or expiry of contract."	<b>than indemnity will be sufficient for such breaches. We request you to kindly delete this section alternatively request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</b>	
13.	<b>Under heading of ‘Applicable Law’ under section 2 on page no 31</b>		<b>We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.</b>	<b>Clause remains unchanged</b>
14.	<b>Under heading of ‘Applicable Law’ under section 2 on page no 31</b>		<b>It is requested to include the following clause for describing the process of indemnity: The indemnities set out in this agreement shall be subject to the following conditions: 1. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;</b>	<b>Clause remains unchanged</b>

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			<p>2. <b>The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;</b></p> <p>3. <b>If the Indemnifying Party does not assume full control over the Defence of a claim as provided in this clause, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses;</b></p> <p>4. <b>the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or</b></p>	

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			<p>claim, without the written consent of the Indemnifying Party;</p> <p>5. all settlements of claims subject to indemnification under this Clause will:</p> <p>a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and</p> <p>b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;</p> <p>6. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;</p> <p>7. the Indemnified Party shall take steps that the Indemnifying</p>	

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			<p>Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;</p> <p>8. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and</p> <p>9. if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>	
15.	Clause 5 under Section 1 on page no 8	Conflict of Interest	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a	Clause remains unchanged

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			<p><b>mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</b></p>	
16.	Contract Terms & Conditions		<p><b>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</b></p> <p><b>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights</b></p>	<p><b>This is a consultancy study so not IPRS come in this case. Clause remains unchanged.</b></p>

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			(including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/ incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."	
17.	Clause 15 under Section 2 on page 31	<b>Arbitration:</b> 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 under this Agreement without prejudice to a final adjustment in accordance with such award.	We request that we are allowed to stop work during pendency of arbitration proceedings	Clause remains unchanged
18.	Contract Terms & Conditions		We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	Clause remains unchanged
19.	Form TP-6, Pg-40	We hereby declare that our firm our associate/group firm or any of the member of the consortium are not indulged in any such activities	We request you to accept the following declaration as below: I, XXXXXXXX, Partner of <company name>, do hereby	Clause remains unchanged

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		<p>which can be termed as the conflicting activities under para 5 of Section 1. We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected/ terminated by the employer which shall be binding on us.</p>	<p><b>declare that after using standard commercially reasonable conflict checking procedures, nothing has come to our attention which would cause us to reasonably believe that members of the Board of &lt;company name&gt;, or the project team members under this engagement, are indulged in activities which can be termed as conflicting activities in terms of Section-1 Para-5 of the tender dated [Insert Date]."</b></p>	
20.	<p><b>Section 3- Technical Proposal Other Undertakings, Pg-32</b></p>	<p>I/We certify that in the last three years, we/any of the consortium have neither failed to perform on any contract, as evidenced by imposition of Penalty by an arbitral or Judicial authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part</p>	<p><b>We request to accept the following declaration: I, _____, Partner of &lt;company name&gt;, do hereby declare to the best of our knowledge and information available with us as on date, that to the best of our knowledge and information available with us, we certify that in the last three years &lt;company name&gt; has neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor has &lt;company name&gt; been expelled from any project or contract nor have had any contract terminated for breach on our part as evidenced by any</b></p>	<p><b>Clause remains unchanged</b></p>

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			<p><b>court decree or arbitral award against &lt;company name&gt; to such effect.</b></p> <p><b>However, we would like to clarify that given the large volume of work performed by &lt;company name&gt;, contracts with clients may on certain rare occasions be terminated, suspended or not renewed for a variety of reasons, the vast majority of which have only to do with normal business reasons or necessities.</b></p>	
<b>M/s E &amp; Y:</b>				
1.	<b>Point 3.1 of Clause 3 under section 1 on page no 7</b>	If the Consultant has formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Section 2.	Request you to change the existing criteria to evaluate the association of Consultants as together for the qualification/eligibility criteria. This would allow the association of consultants with expertise in specific required fields. The scope of work also demands the study of best practices of real time data systems in other countries. The association would help to bring this expertise together.	<b>Clause remains unchanged</b>
2.	<b>Clause 21 under Section 1 on page no 16</b>	Receipt of offers on or before 1500 Hrs on 14.03.2019	Request authority to shift the last date for receipt of offers to at least 3 weeks after the reply to the pre-bid queries. It would provide adequate time for the preparation of the required proposals.	<b>Please Refer to Addendum-1</b>

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3.	<b>Clause 8 under Section 2 on page 23</b>	Scanned copies of Technical Bid shall be submitted on eProcurement Portal (CPPP) <a href="https://eprocure.gov.in/eprocure/appin">https://eprocure.gov.in/eprocure/appin</a> the First Cover (Technical Bid) and also two hard copies (one original + one copy) and along with 2 soft copy (in Word & PDF Format) in Pen drive.	Request you to accept the soft copy of proposal only in PDF format as per the industry practices, instead of Word & PDF Format. Any Changes required from the authority can be requested to consultant and thereof the consultant should submit the updated soft copy to the Authority in PDF format only.	<b>Bidders are requested to provide 2 hard copies of technical bid along with a softcopy(unsecured PDF or word format) in Pendrive</b>
4.	<b>Bullet point 6 of Point A. of Clause 1 under section 2 on page 16</b>	Analyze various existing public databases/public portals/ portals of private services providers and those implemented by various government agencies (such as PCS 1.x, PCS 2.0, ICEGATE,FOIS, other port/Terminal operating systems, etc) along with their data structure that can be integrated to this Real Time Data System	Access to the existing public databases/portals implemented by various government agencies become a vital anchor point for this assignment. Request authority to elaborate on the intervention provided by the authority for ease of access sharing from these government agencies.	<b>Clause remains unchanged</b>
5.	<b>Section 2: Terms of Reference, Scope of Work</b>		Request authority to include the visit to 2-3 major ports in India to review the existing processes as a mandatory scope of work. It would form the in-depth review of business processes and activities for the ports from the perspective of determining data capture points, availability of data and technology/system requirement. An Interim presentation with regards to this can also be included to the deliverables. This would enable to form a strong implementation strategy and project structure.	<b>Selected Consultants has to visit all ports and has to bear the expenses by their own at the initial stage. Subsequently, Ministry will suitably reimburse the expenditure of visit on producing Tickets/Vouchers of their stay.</b>

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6.	<b>Clause 3 under section 2 on page no 19</b>	The total duration envisaged for 60 days from the date of placement of order.	The project required assessment of best practices of systems in other countries, review of the existing port processes including visit to some of the major ports, stakeholder interactions, regulatory requirements, financial feasibility and forming the implementation strategy. Our understanding of the similar assignments from the past suggests that the envisaged total duration might not be sufficient. Request authority to increase the total duration envisaged to 90 days from the date of placement of order.	<b>The total duration envisaged for 90 days from the date of placement of order Please refer to Addendum-1</b>
7.	<b>Point 4.3 of Evaluation Table of clause 9 under section 2 on page no 24</b>	IT Solution Architect (One)	Our understanding of the project and given scope of work in the area of regulatory, institutional & policy level analysis and regulatory requirements would require legal Expert from this field. It would add value to the outcome framework of the project from perspectives of IT Acts and Legal Framework. Legal Expert with related experience needs to be included as one of the Key personnel constituting project team. Request you to split the valuation allotted to IT Solution Architect (one) to Legal Expert (One) and IT Solution Architect (One).	<b>Please refer to point 4.4 of clause 9 under section 2 on Page 25 of RFP, bidder to choose any other experts from cross functional area.</b>

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8.			<p>IPA shall not recover from the bidder, in contract or tort, under statute of 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.</p> <p>IPA Shall not recover from the bidder, in contract or dort under stature or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</p>	<p><b>It shall be read as :</b>  <b>IPA Shall not recover from the bidder, in contract or tort under statue or otherwise, aggregate damages in excess of the fees paid for the Services that directly out of this Agreement or otherwise relating to the Services.</b>  <b>(Please refer to Addendum-1)</b></p>
9.			<p>The bidder may terminate this agreement, or any particular Services immediately upon written notice to IPA. If the bidder reasonably determines that it can no longer provide the services in accordance with applicable law or professional obligations.</p>	<p><b>Clause Remains Unchanged</b></p>
10.	<p><b>Bullet Point 4 of Point A under clause 1 of Section 2</b></p>	<p>Conduct stakeholder interactions in order to identify the end user requirements in terms of data, frequency, etc.</p>	<p>Request Authority to elaborate on the assumption under the end user. Does the authority expects the end user to be only Ministry of Shipping, IPA and Major Ports or the Authority envisages to include the private</p>	<p><b>Please Refer to the para at page 19</b></p>

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			players also who are interested in freight movement of commodities via port and vice versa? This would help in developing access control framework for the system.	
<b>Ms. Deloitte Touche Tohmatsu India LLP</b>				
1.	<b>Clause 21 under Section 1 on page no 16</b>	Receipt of offers on or before 1500 Hrs on 14.03.2019	To successfully submit a quality proposal showcasing our vast experience and expertise, we request the authority to modify the timelines to ‘after 3 weeks from the release of response to pre-bid queries’ <input type="checkbox"/> The modified clause would be as mentioned below: “The receipt of offers would be on or before 2 weeks from the date of response to pre-bid queries”	<b>Please refer to Addendum-1</b>
2.	<b>Clause 5.2 under section 1 on page no 8</b>	<b>Conflicting relationships:</b> A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Employer’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection	The authority would appreciate that given the size and scale of operations of the Consultants, worldwide presence and number of employees associated, it would be difficult to identify such relationships. <input type="checkbox"/> We thus request the Authority to kindly modify the clause so that it is applicable only to the team members being proposed as a part of the assignment by the Consultant.	<b>Clause remains unchanged</b>

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		process and the execution of the Contract	<input type="checkbox"/> Accordingly, the subject clause may be modified as under:  Conflicting relationships: A Consultant (That is all team members proposed by the consultant for the assignment including its Experts and Sub-consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract	
3.	<b>Clause 5.3 under section 1 on page no 9</b>	Consultants have an obligation to disclose any situation of actual or potential conflict that influences their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such	The authority would appreciate that given the size and scale of operations of the Consultants, worldwide presence and number of employees associated, it would be difficult to identify such conflicts.  <input type="checkbox"/> We thus request the Authority to kindly modify the clause so that it is applicable only to the team members	<b>Clause remains unchanged.</b>

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		<p>situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.</p>	<p>being proposed as a part of the assignment by the Consultant.</p> <p><input type="checkbox"/> Accordingly, the subject clause may be modified as under:  “Consultants (That is all team members proposed by the consultant for the assignment including its Experts and Sub-consultants) have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.”</p>	
4.	<p><b>Clause 7.1 under Section 1 on page no 10</b></p>	<p>Consultants shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more</p>	<p>We believe that by letting sub-consultants or individual experts to be associated with multiple proposals, the comparative ability assessment to undertake this study would become difficult for the</p>	<p><b>Clause remains unchanged.</b></p>

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		than one proposal.	authority. This could also drive the overall bid of the proposed engagement. <input type="checkbox"/> Hence, we sincerely request the authority to limit the participation of sub-consultants/ individual experts to only one proposal.	
5.	<b>Clause 8.3 under section 1 on page no 10</b>	While preparing the Technical Proposal, if a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub consultancy, it may associate with a Consultant who has not been technically qualified as a part of the application process of this ERF.	We request the authority to define a technically qualified firm. As this is a proposal stage and no pre-evaluation of bidders was undertaken by the authority (based on our understanding).	<b>Clause remains unchanged.</b>
6.	<b>Clause 8.4(a) under Section 1 on page no 11</b>	In case of confidentiality agreements with clients, a self-certification from the Managing Director of the consultant should be provided	We wish to inform the authority that our firm being a Limited Liability Partnership, we may be able to submit the self-certification issued by the Partner. <input type="checkbox"/> Kindly modify the clause as mentioned below: “In case of confidentiality agreements with clients, a self-certification from the Managing Director/authorized partner of the consultant should be provided”	<b>Point 8.4(a) under Clause 8 of Section 2, Pg 11, shall be read as: In case of confidentiality agreements with clients, a self-certification from the Managing Director/CEO of the consultant should be provided (Please refer to Addendum 1)</b>
7.	<b>Clause 13.2 under Section 1 on page no 13</b>	The authorization shall be in the form of a written power of attorney accompanying the proposal or in any	As no format for Power of Attorney is given in the RFP, we request the	<b>Bidder can use any legal Standard Format.</b>

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		other form demonstrating that the representative has been duly authorize to sign	authority to kindly provide the bidders with a format or clarify if a certified copy of board resolution is acceptable.	
8.	<b>Clause 1 under Section 2 on page no 17</b>	Study of the best practices of such real-time data systems in other countries with significant maritime trade.	<p>We appreciate inclusion of studying best practices around the world and believe that it is important for this engagement. However, considering the timelines of the engagement, it is critical for the authority to define the number of such countries whose best practices are to be studied. (based on our experience of undertaking similar projects in the past, we propose 3-4 countries)</p> <p><input type="checkbox"/> In addition, we request the authority to clarify if there is any pre-defined criteria to define such countries or the consultant is free to pick the countries based on a criteria deemed relevant by the consultant.</p>	<b>Clause remains unchanged. Consultant is free to choose countries which they considered has the best practices.</b>
9.	<b>Clause 1 under Section 2 on page no 17</b>	Analyze various existing public databases/public portals/ portals of private services providers and those implemented by various government agencies (such as PCS 1.x, PCS 2.0, ICEGATE,FOIS, other port/Terminal operating systems, etc.) along with their data structure that can be integrated to this Real Time Data System.	We would like to highlight to the authority that certain databases, portals of services providers normally have restricted access. Hence, to successfully complete the assignment, we request the authority to provide assistance is availing access to such portals/ databases.	<b>Clause remains unchanged.</b>

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10.	<b>Clause 1 under Section 2 on page no 19</b>	The consultant would be expected to conduct a series of stakeholder meetings- across industry, government, ports (Major and non-Major) – to seek opinions and inputs for the study further refine it.	<p>We understand that it is important for the successful completion of the engagement to conduct stakeholder consultations. However, the RFP does not mention about the number of such series of consultations. Hence, we request the authorities to modify the said clause as below:</p> <p>“The consultant would be expected to conduct a series of stakeholder meetings- across industry, government, ports (Major and non-Major), with one round of consultation before and during the assessment and one round of discussion to finally validate the suggestions being made by the consultant – to seek opinions and inputs for the study further refine it.”</p>	<b>Clause is Self explanatory. Clause remains unchanged.</b>
11.	<b>Clause 4 under Section 2 on page no 20</b>	<p>The existing payment schedule is as below:</p> <ol style="list-style-type: none"> <li>1. Submission of Baseline Assessment Report -10%</li> <li>2. Submission of Policy Level Analysis- 20%</li> <li>3. Submission of Financial Feasibility Report- 30 %</li> <li>4. Submission of Project Structure &amp; Implementation Strategy-40 %</li> </ol>	<p>We request the authorities to modify the payment terms as mention below:</p> <ol style="list-style-type: none"> <li>1. Signing of LOI : 10%</li> <li>2. Submission of Baseline Assessment Report -20%</li> <li>3. Submission of Policy Level Analysis- 30%</li> <li>4. Submission of Financial Feasibility Report- 20 %</li> </ol>	<b>Clause remains unchanged.</b>

S.No	Clause Description	Details of Item per Tender Requirement	Query/ Suggestion	Clarifications
			5. Submission of Project Structure & Implementation Strategy-20 %	
12.	<b>Clause 6 under Section 2 on page no 22</b>	Should completed at least one project related to DPR preparation, Business Strategy (for ICT Projects) IT enablement or Information & Communication Technology (ICT) deployment/management with consulting value more than INR 50 lakhs during the last Five years as on 31 December 2018.	<p>We would like to highlight it to the authority that limiting the firm's experience to 5 years restrict the consultant's ability to showcase the relevant experience it has with respect to the stated objective. We request the authority to increase the timeline to last ten years and we request the authority to modify the clause as:</p> <p>“Should have completed at least one project related to DPR preparation, Business Strategy (for ICT Projects) IT enablement or Information &amp; Communication Technology (ICT) deployment/management with consulting value more than INR 50 lakhs during the last TEN years as on 31 December 2018.”</p>	<b>Should have undertaken at least one project related to DPR preparation, Business Strategy (for ICT Projects), IT enablement or Information &amp; Communication Technology (ICT) deployment/ management or Business Transformation with consulting value more than INR 50 lakhs during the last Seven years as on 31 December 2018</b>
13.	<b>Clause 7.1 under Section 2 on page no 22</b>	Copy of Contract/work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment/proportionate value in use of projects/ assignment in process date and year of award. The Managing Director of the Consulting firm shall self-certify if	We wish to highlight it to the authority that as certain key engagements indicating most relevant experience are still ongoing, it maybe not be possible to submit completion certificate for such engagements. Hence, to ensure the right and most	<b>Clause remains unchanged.</b>

S.No	Clause Description	Details of Item per Tender Requirement	Query/ Suggestion	Clarifications
		<p>the firm has done assignments on non-disclosure agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance</p>	<p>relevant experience is showcased to identify the most suitable consultant for the engagement; we request the authority to allow self-certification of assignments. We suggest the clause to be modified as below:</p> <p>“Copy of Contract/work orders/ completion certificate or self-certification indicating the details of previous assignment completed, client, value of assignment/proportionate value in use of projects/ assignment in process date and year of award. The Managing Director of the Consulting firm shall self-certify if the firm has done assignments on non-disclosure agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance”</p>	
14.	<p><b>Clause 7.5 under Section 2 on page no 22</b></p>	<p>HR Section of the Consulting firm shall certify and submit along in the Technical bid. In such cases, broad details of the assignment have to be provided to ascertain relevance.</p>	<p>We appreciate authority’s stand on certification by HR section of the firm. However, we would like to iterate that the authorized representative is the final competent authority of the firm hence, certification of CVs by the authorized representative should be considered. We request the authority to modify the clause as:</p>	<p><b>Clause 7.5 under Section 2 on page no 22 shall be read as: HR Section/Authorized Representative of the Consulting firm shall certify and submit along in the Technical bid. In such cases, broad details of the assignment have to be provided to ascertain relevance. (Please Refer to Addendum-1)</b></p>

S.No	Clause Description	Details of Item per Tender Requirement	Query/ Suggestion	Clarifications
			“HR Section/ authorized representative of the Consulting firm shall certify and submit along in the Technical bid. In such cases, broad details of the assignment have to be provided to ascertain relevance.”	
15.	<b>Clause 7.1 under Section 2 on page no 22</b>	A Certificate regarding non-disclosure/sharing of confidential information	We request the authority to clarify and elaborate this particular clause.	<b>A bidder needs to submit an undertaking regarding non-disclosure/sharing of confidential information with third parties.</b>
16.	<b>Clause 9.1.1 under Section 2 on page no 24</b>	Sub Criteria: No. of consulting assignment in Ports/Airports maritime Sector 5 marks for each project with maximum up to 12 marks	We understand that the mentioned clause has typographical error and should be stated as below: “No. of consulting assignment in Ports/Airports/Maritime Sector”	<b>Clause 9.1.1 under Section 2 on page no 24 shall be read as: “No. of consulting assignment in Ports/Airports/Maritime Sector” (Please Refer to Addendum-1)</b>
17.	<b>Clause 9.1.1 under Section 2 on page no 24</b>	Other than Ports/Airports/Cargo 2 marks for each project with maximum up to 8 marks	We understand that the mentioned clause has typographical error and should be stated as below:  “Other than Ports/Airports/Maritime Sector”	<b>Clause 9.1.1 under Section 2 on page no 24 shall be read as: “Other than Ports/Airports/Maritime Sector” (Please Refer to Addendum-1)</b>
<b>M/s KPMG</b>				
1.	<b>Page-10 RFP Clause No. – 7 Clause No. 7.1</b>	Consultants shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal	We would like to request that sub-consultants (including individual experts) be allowed to partner with a single Consulting Firm / Consortium / JV only for submission of a single proposal.	<b>Clause remains unchanged.</b>

S.No	Clause Description	Details of Item per Tender Requirement	Query/ Suggestion	Clarifications
2.	<p><b>Page-10</b>  <b>Section – 2 (Terms of Reference)</b>  <b>Clause No. 3</b></p>	<p>The total duration envisaged for 60 days from the date of placement of order. Schedule and milestone are listed below Contract signed)</p> <ol style="list-style-type: none"> <li>1. Inception Report - T+ 10 days</li> <li>2. Baseline Assessment Report - T+20 days</li> <li>3. Policy Level Analysis - T + 30 days</li> <li>4. Financial Feasibility Report - T + 40 days</li> <li>5. Project Structure &amp; Implementation Strategy - T+ 60 days</li> </ol>	<p>We would like to request that the total duration of assignment may be extended from 60 to 100 days as this engagement involves conducting several interactions with stakeholders.</p> <p>After analysing various portals like PCS 1.x, PCS2.0, ICEGATE, FOIS etc. consultant would be required to propose a solution framework.</p> <p>Based on the acceptance and approval of proposed solution along with stakeholder interactions to assess the Policy &amp; Institutional aspects of the engagement, the Financial Feasibility and project structuring and strategy would be formed.</p> <p>Therefore, the proposed revised schedule and milestones is as follows:</p> <ol style="list-style-type: none"> <li>1. Inception Report - T+ 15 days</li> <li>2. Baseline Assessment Report - T+45 days</li> <li>3. Policy Level Analysis - T + 60 days</li> <li>4. Financial Feasibility Report - T + 80 days</li> <li>5. Project Structure &amp; Implementation Strategy - T+ 100 Days</li> </ol>	<p><b>The total duration envisaged for 90 days from the date of placement of order</b>  <b>Please refer to Addendum-1</b></p>

S.No	Clause Description	Details of Item per Tender Requirement	Query/ Suggestion	Clarifications
3.	<b>Page-20 Section – 2 (Terms of Reference) Clause No. 4 – Payment Schedule</b>	The payment schedule is milestone based. The payments will be made as per the following milestones: Baseline Assessment Report - 10% Policy Level Analysis - 20% Financial Feasibility Report - 30% Project Structure & Implementation Strategy - 40%	We would like to request that the payment Schedule may be modified as follows: Baseline Assessment Report - 20% Policy Level Analysis - 25% Financial Feasibility Report - 30% Project Structure & Implementation Strategy - 25%	<b>Clause remains unchanged. Please refer to Addendum -1</b>
4.	<b>Page-24 Section – 2 (Terms of Reference) Clause No. 9 – Evaluation of Proposal Point No. 1.1.a – Past Relevant Experience</b>	No. of consulting assignment in Ports/Airports maritime sector	Since the consultants would be required to understand various systems including those used by other Partner Government Agencies like Customs, ICDs, etc., it is proposed that this clause may be modified as follows: No. of consulting assignment in Transport and / or Logistics Sector.	<b>Clause remains unchanged.</b>
5.	<b>Page 24 9 – Evaluation of Proposals</b>	Experience of large consulting projects related to DPR preparation, Business Strategy (for ICT projects), IT enablement or Information & Communication Technology (ICT) deployment/management with consulting value more than INR 50 lakhs during the last Five years as on 31 December 2018	We would like to request that projects undertaken in the past 7 years may be considered for this purpose.	<b>It shall be read as: Experience of large consulting projects related to DPR preparation, Business Strategy (for ICT projects), IT enablement or Information &amp; Communication Technology (ICT) deployment/management or Business Transformation with consulting value more than INR 50 lakhs during the last seven years as on 31 December 2018 (Please refer to addendum -1)</b>
6.	<b>Page 22 Pre-Qualification Criteria</b>	Should completed atleast one project related to DPR preparation, Business Strategy (for ICT Projects) IT enablement or Information &	We would like to request that this clause may be modified as follows: “Should have undertaken at least one	<b>It shall be read as: “Should have undertaken at least one project related to DPR preparation, Business Strategy (for ICT Projects),</b>

S.No	Clause Description	Details of Item per Tender Requirement	Query/ Suggestion	Clarifications
		Communication Technology (ICT) deployment/management with consulting value more than INR 50 lakhs during the last Five years as on 31 December 2018.	project related to DPR preparation, Business Strategy (for ICT Projects), IT enablement or Information & Communication Technology (ICT) deployment/ management or Business Transformation with consulting value more than INR 50 lakhs during the last Seven years as on 31 December 2018.”	<b>IT enablement or Information &amp; Communication Technology (ICT) deployment/ management or Business Transformation with consulting value more than INR 50 lakhs during the last Seven years as on 31 December 2018.”</b> <b>(Please refer to addendum-1)</b>
7	<b>Page 25 Detailed Profiles of Personnel Constituting Project team</b>	Project Manager Significant Experience (min 10 years) in consulting and management of Business Strategy / DPR preparation/design of ICT related projects and implementation	We understand that the Project Manager would be required to provide guidance to the team and ensure quality control, while at the same time act as the sector expert for Ports, Maritime and IWT sector. Hence, we would like to suggest that the focus of work experience by more sector-specific for the Project Manager and may include the following: “Significant Experience (min 10 years) in consulting and management of Business Strategy / DPR preparation/ Business Transformation / Project / Programme Management in Ports & Maritime / Inland Waterways sector.” >= 5 projects : 5 marks (max) with above experience >= 2 but <5 : 3 marks (max) < 2 : Nil	<b>Clause remains unchanged</b>

S.No	Clause Description	Details of Item per Tender Requirement	Query/ Suggestion	Clarifications
			Max. Marks 10 Project with Similar Scope in other Transport & Logistics sectors > 2 projects : 5 Marks (max) >=1 &<2 : 3 marks (max) Nil projects : 0 marks	
8.	<b>Terms of Reference            Scope of Work            Page 18            B- Regulatory, institutional and policy – level analysis and regulatory requirements</b>	Assess the impact of existing Acts such as Information Technology Act 2000, Right to information Act 2005, collection of statistics Act, 2008 etc. and other policies and regulations pertaining to data protection and security, privacy etc. in India to give effect to such a system. Recommend a detailed legal, institutional and organizational structure (including sizing) required to manage such a System with a clear view on what the government could keep in-house vs. what capabilities need to be outsourced; skills and capabilities required to manage the system.	We would like to request IPA to please clarify the extent of legal inputs required. In case a detailed legal analysis is required to be conducted, then a suitable expert in the Key Personnel would be required. IPA is requested to clarify if such an expert is required in the Key Personnel team.	<b>Only general information on the above act is required. No such legal personnel are required in the team.</b>
9.	<b>Page - 22            7. 5 Self-Certified Documentary Evidence to be submitted in support of Eligibility with Technical Proposal</b>	HR Section of the Consulting firm shall certify and submit along in the Technical bid.	Since the Authorized Signatory of the bidder would be signing the CVs of the Key Personnel, we would like to request that the requirement of the HR section of the firm to certify the CV may kindly be removed. Also, the HR section of the firm would not be able to certify the projects that the specific Key Personnel has worked on	<b>Clause 7.5 under Section 2 on page no 22 shall be read as:            HR Section/Authorized Representative of the Consulting firm shall certify and submit along in the Technical bid. (Please refer to Addendum-1)</b>
10.	<b>Page-26            Section – 2 (Terms of</b>	Technical Score: (X) The bidder who secures maximum marks	Normally, in QCBS-based tenders where weightage is 80:20, only the	<b>Clause remains unchanged</b>

S.No	Clause Description	Details of Item per Tender Requirement	Query/ Suggestion	Clarifications
	<b>Reference)</b> <b>Clause No. 9 –</b> <b>Evaluation of Proposal</b> <b>Sub Point - Marking</b> <b>methodology of technical</b> <b>and commercial scores</b>	shall be given a technical score of 100. The technical scores of other Bidders for the project shall be computed as follows: Technical' Score of Bidder for the Project (X)] = 100 × Marks secured by the respective bidder/Highest marks secured	Financial quotes are normalized. We would like to request that this particular clause regarding normalization of Technical Scores may kindly be removed from the tender document.	
<b>11.</b>	<b>Page-34</b> <b>Form TP-2</b> <b>Organizational</b> <b>Experience</b>	Note: Please provide documentary evidence from the client i.e. copy of work order, contract and completion certificate for each of above-mentioned assignments. The MD of the consulting firm shall self-certify if the firm has non-disclosure agreements with its clients.	In many instances, completion certificates are not provided or are provided after significant delays by the Clients. Thus, we would like to request that the requirement of completion certificates may kindly be removed from this tender document. The bidders may be asked to submit supporting documents like copy of work order, letter of award, copy of contract etc. as proof of engagements and the Authorized Signatory may self-certify completion of such assignments	<b>It shall be read as :</b> <b>Please provide documentary evidence from the client i.e. copy of work order, contract and completion certificate for each of above-mentioned assignments .The Managing Director/CEO of the Consulting firm shall self-certify if the firm has done assignments on non-disclosure agreements. ( Please Refer toAddendum-1)</b>
<b>12.</b>	<b>Page-34</b> <b>Form TP-2</b> <b>Organizational</b> <b>Experience</b>	Note: Please provide documentary evidence from the client i.e. copy of work order, contract and completion Certificate for each of above-mentioned assignments.	We would like to request that on-going projects may kindly be considered for evaluation.	<b>Clause remains unchanged.</b>
<b>13.</b>	<b>Page-34</b> <b>Form TP-2</b> <b>Organizational</b> <b>Experience</b>	The MD of the consulting firm shall self-certify if the firm has non-disclosure agreements with its clients.	We would like to request that the Authorized Signatory may be permitted to self-certify in cases where the firm has non-disclosure agreements with its clients.	<b>It shall be read as :</b> <b>The Managing Director/CEO of the Consulting firm shall self-certify if the firm has done assignments on non-disclosure agreements. (Please refer to Addendum-1)</b>

S.No	Clause Description	Details of Item per Tender Requirement	Query/ Suggestion	Clarifications
14.	General Query		Please clarify if the selected consultant would be required to visit all Major Ports across India. Please also clarify the non-major ports that the selected consultant would be required to visit across India, if such visits are required to be undertaken.	<b>The selected consultant would be required to visit all Major Ports across India</b>
15.	General Query		We understand that clarifications to queries would be shared in with the interested bidders in due time and this would necessitate modifications in the Consortium / JV / individual consultants for the bidders. Hence, we would like to request that Proposal Due date may be extended by at least 3 weeks.	<b>There is no change in last date of submission i.e 14.03.2018</b>
<b>M/s BDO India LLP</b>				
1.	Clause 6 under Section on page 22	The firm should have minimum average annual turnover of Rs. 100 Crores during the Financial Years 2015-2016, 2016-2017, and 2017-2018	The firm should have minimum average annual turnover of Rs. 75 Crores during the Financial Years 2015-2016, 2016-2017, and 2017-2018	<b>Clause remains unchanged.</b>
2.	Clause 6 under Section on page 22	Should completed atleast one project related to DPR preparation, Business Strategy (for ICT Projects) IT enablement or Information & Communication Technology (ICT) Deployment/management with consulting value more than INR 50 lakhs during the last Five years as on 31 December 2018.	Should completed atleast one project related to DPR preparation, Business Strategy (for ICT Projects) IT enablement or Information & Communication Technology (ICT) Deployment/management with consulting value more than INR 10 lakhs during the last Five years as on 31 December 2018.	<b>Clause remains unchanged.</b>

