



# Indian Ports Association

IPA's Response to Pre-Bid Queries – Tender for “Appointment of Consultant for providing strategic planning and implementation assistance in Digital Initiatives, G20 Working Group related activities, Maritime India Vision and project monitoring activities”

Ref: IPA/PGAV/G-20/2023

Date: 04.07.2023

Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
1	Page 7 Clause 1.4  Page 19 Clause 2.19	Bid processing fee Clause: Bid document will be issued by IPA. Applicants shall have to furnish a non-refundable fee amounting to Rs. 10000/- (Rupees Ten Thousand only) pledged in favour of Indian Ports Association through NEFT as bid document fee.	Request you to allow Demand Draft for Bid processing fee and EMD as an alternative option of NEFT  Clause may be re-written as: “Bid document will be issued by IPA. Applicants shall have to furnish a non-refundable fee amounting to Rs. 10000/- (Rupees Ten Thousand only) pledged in favor of Indian Ports Association <b>through Demand Draft</b> / NEFT as bid document fee.”	This shall be allowed subject to the following conditions:  1)The Demand Draft has to reach IPA on or before the due date and time and shall be acknowledged by IPA  2)Scanned copy of the Demand Draft shall be uploaded as part of the Technical Document in the CPP Portal



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2	Page 19 Clause 2.19	<i>Bid and Performance Security Clause:</i> The Applicant, shall submit EMD as NEFT for INR 5,00,000 (Five Lakhs), pledged in favour of Indian Ports Association, New Delhi	Request you to allow Demand Draft for Bid processing fee and EMD as an alternative option of NEFT.  Clause may be re-written as: "The Applicant, shall submit EMD as <b>Demand Draft</b> /NEFT for INR 5,00,000 (Five Lakhs), pledged in favor of Indian Ports Association, New Delhi"	This shall be allowed subject to the following conditions:  1)The Demand Draft has to reach IPA on or before the due date and time and shall be acknowledged by IPA  2)Scanned copy of the Demand Draft shall be uploaded as part of the Technical Document in the CPP Portal
3	Page 8 1.8	Schedule of Selection Process: Proposal Due Date  Clause: Proposal Due Date: 11/ 07 /2023 before 15:00 hrs	We request to have a Prebid Meeting for the proposal to discuss the queries and understand the scope in a better manner and post the Prebid meeting there may be sufficient time provided for technical bid submission  Request you to extend the proposal due date by 3 weeks from the date of pre-bid response  (Considering the Prebid is kept in next week) Clause may be re-written as: <b>Proposal Due Date: 18/07/2023 before 15:00 Hrs</b>	Last date for submission of bids has been extended to 19.07.2023



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Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
4	Page 8 1.8.15	<i>Schedule of Selection Process: Method of Selection Clause:</i>  Method of Selection: CQCBS 70:30	The terms of reference suggest that the project is strategic in nature and will form the basis for next level sector reforms and initiatives at national level. Hence, Evaluation methodology of 70:30 would give less weightage to technical qualification and more emphasis on financial evaluation. Given this context, we believe higher weightage should be given to the applying firms' technical credentials and accordingly the evaluation criteria of 80:20 for technical: financial proposal may be considered  Higher weightage should be given to the applying firms' technical credentials and accordingly the evaluation criteria of 80:20 for technical: financial proposal may be considered. Hence the Point No. 15 Method of Selection may be re-written as: "QCBS 80:20"	Tender condition to prevail
5	Page No. 17 Clause No. 2.13.2.j	Technical Proposal Clause: j) no Key Personnel should have attained the age of 70 years at the time of submitting the proposal; and the proposal is responsive in terms of Clause 2.21.3.	Typo error Clause 2.21.3 does not exist in RFP.	The clause shall be read as: No Key Personnel should have attained the age of 70 years at the time of submitting the proposal; and the proposal is responsive in terms of Clause 3.1, 3.3 and 3.4



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6	Page 18 Clauses 2.15.2 and 2.15.3  Clauses 2.15.5 and 2.20.1	TP and FP should be given inside covers. Upload proposal on CPPP and Hard copy shall not be accepted.	Please clarify actual mode of submission. Also, please clarify whether financial proposal should also be uploaded on CPPP  Preferred online submission	The bid document (TP and FP) submission shall be through the CPP Portal ONLY.
7	Page 18 Clause 2.18.2	The modification, substitution, or withdrawal notice shall be prepared and submitted in accordance with Clause 2.16, with the files being additionally named "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate	How would the same be handled in case of online submission in CPPP? Kindly clarify.	The provision for Modification, Substitution, Withdrawal mentioned under 2.18.2 is withdrawn and this clause shall be considered as deleted
8	Page 21 Clause 2.21	New Clause Requested	Request you to please add new clause under Confidentiality: "Except as otherwise permitted by this agreement, neither of the parties may disclose to third parties the contents of this agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary.	This change cannot be added



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			Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this agreement."	
9	Page 26 Clause 2.30.7	New Clause Requested	Request you to please add the following clause in the RFP:  <b><i>Selected bidder may terminate this agreement, or any particular services, immediately upon written notice to IPA if selected bidder reasonably determine that it can no longer provide the services in accordance with applicable law or professional obligations</i></b>	This change cannot be added
10	Page 29 Clause 3.3.i)	Each Assignment should be of fee value of INR 1.50 Cr and above  Each Assignment to be of fee value of INR 3 Cr and above	Please clarify the cut-off minimum fee value	The fee value of INR 1.5 Cr mentioned in 3.3.i) is for the minimum eligibility criteria



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	Clause 3.4.1.1a, 1b, 1c			The fee value of INR 3 Cr is for assessing the experience of the consultant in the last 5 years as per the schedule in 3.4
11	Page 30 Clause No. 3.3 (i)	<p>Eligibility Criteria Clause:</p> <p>“Prior experience of handling at least 2 Project Management Unit in last 7 years for central government authorities in transport and logistics where consultant has managed assignments pertaining to strategy formulation and implementation, program monitoring and coordination for project or program implementation. The assignment should be for a minimum period of 2 years. Both completed and ongoing assignments (more than 50% completed) are eligible. Each Assignment should be of fee value of INR 1.50 Cr and above. The proposed Team Leader for this assignment should have led as a full-time project leader or team leader for at least one of the aforesaid assignments for a period of minimum 12 months.”</p>	<p>The clause may be re-written as:</p> <p>“Prior experience of handling at least 2 Project Management Unit in last 7 years for central government authorities in transport and logistics where consultant has managed assignments pertaining to strategy formulation and implementation, program monitoring and coordination for project or program implementation. The assignment should be for a minimum period of 2 years. Both completed and ongoing assignments (more than 50% completed) are eligible. Each Assignment should be of fee value of INR 1.50 Cr and above. <del>The proposed Team Leader for this assignment should have led as a fulltime project leader or team leader for at least one of the aforesaid assignments for a period of minimum 12 months.”</del></p>	<p>The criteria shall be as follows:</p> <p>“Prior experience of handling at least 2 Project Management Unit in last 7 years for central government authorities in transport and logistics where consultant has managed assignments pertaining to strategy formulation and implementation, program monitoring and coordination for project or program implementation. The assignment should be for a minimum period of</p>



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				2 years. Both completed and ongoing assignments (more than 50% completed) are eligible. Each Assignment should be of fee value of INR 1.50 Cr and above. The proposed Team Leader for this assignment should have led as a full-time project leader or team leader for at least one of the aforesaid assignments for a period of minimum <u>6</u> months.”
12	Page 30 Clause No. 3.3 (i)	Eligibility Criteria	Can the eligible projects shown here be similar to the projects showcased under case studies 1a, 1b, 1c and 1d considering the projects are above 3 crores and satisfy both the conditions.  It would be suggested to add the clarification that the projects complying to the eligibility criteria can be repeated for more than one criterion	Yes.  The projects complying to the eligibility criteria can be repeated for more than one criterion
13	Page31	Evaluation Criteria: Past experience of the Consultant	Please clarify whether the projects for showcasing the experience for the various ongoing or completed assignments of the consultant should be in the last 5	The past experience of the consultant during



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	Clause No. 3.4 (1)	Clause: "1. Past experience of the Consultant in the last five years"	years or 7 years as clause 1a, 1b, 1c and 1d seek projects in last 7 years. Please clarify  The clause may be re-written as: "Past experience of the Consultant in the last seven years"	the last 7 years shall be considered.
14	Page 31 Clause No. 3.4 (1) (c)	Evaluation Criteria: Past experience of the Consultant  Clause: "Assignment related to Strategy Formulation and implementation of a National Project or Program in Maritime sector for Central Govt. agency in India"	We understand that Maritime assignments require thorough experience of the sector.  It would be also requested to please consider maritime assignments wherein the consultant has provided consultancy services for Major Ports or Minor Ports in last 7 years.  The clause may be re-written as: "Assignment related to Strategy Formulation and implementation of a National/ <b>state</b> Project or Program in Maritime sector for Central/ state govt. agency or <b>Major/Minor Ports</b> in India."	Assignment undertaken for major ports shall also be considered.
15	Page 31 Clause No. 3.4 (1) (d)	Evaluation Criteria: Past experience of the Consultant  Clause: "Case Study of 3 - Assignment related to development of a national level multisector strategy/vision exercise / program management /project management for a Govt agency. Multi-sector defined as at least 2 of the transport sector (Ports & Maritime, Roads, Railways, Public transport and Aviation)"	Typo error: "of" word is wrongly typed  The clause may be re-written as: " <b>Case Study 3</b> - Assignment related to development of a national level multisector strategy/vision exercise / program management /project management for a Govt agency. Multisector defined as at least 2 of the transport sector (Ports & Maritime, Roads, Railways, Public transport and Aviation)	Tender condition to prevail
16	Page 32	Evaluation Criteria: Qualification and Experience of Team Proposed for the assignment	It is requested that Qualification of the person to lead a team to deliver strategic assignment, needs a credible	Tender condition to prevail



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	Clause No. 3.4 (3) (a)	Clause: "Engineer with MBA/PGDM or equivalent from reputed institute with minimum 20 years of experience. It is preferred if MBA/PGDM or equivalent is completed from any of the top 10 management institute as per the ranking given by National Institutional Ranking Framework for the year 2022."	year of experience rather than a specific qualification for working in the assignment. Hence it is requested to seek qualification of Team Leader as MBA/ PGDM/ CA or equivalent from a reputed institute  The clause may be re-written as: " <i>MBA/PGDM/CA or equivalent from reputed institute with minimum 20 years of experience</i> "	
17	Page 32 Clause No. 3.4 (3) (a)	Evaluation Criteria: Qualification and Experience of Team Proposed for the assignment  Clause: 3. Should have experience in at least 5 assignments in each of the below mentioned sectors: i. Smart ports/ maritime digitization sector ii. IWT sector iii. Shipping sector iv. Logistics sector"	It is expected that an individual who has the extensive experience to lead this team, may not be needed to have experience in 5 assignments within each of the sectors - Smart ports/maritime digitization, IWT (Inland Water Transport), Shipping, and Logistics. Consequently, it is proposed that Team Leader should have experience in 10 or more assignments collectively across the sectors of Smart ports/maritime digitization, IWT, Shipping, and Logistics.  The Criteria/Spec No. 3 for the Team Leader position may be re-written as:  "Should have experience in at least 10 assignments across two or more sectors as listed below i. Smart ports/ maritime digitization Sector ii. IWT sector iii. Shipping sector iv. Logistics sector"	Tender condition to prevail



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			<p>The Marks for the sub-criteria may be re-written as:</p> <p>“b) Maximum 2 marks on evaluation based on criteria 3</p> <ul style="list-style-type: none"> <li>• 6 assignments in sector as mentioned above- Maximum 1 marks</li> <li>• 8 assignments in sector as mentioned above- Maximum 1.5 marks</li> <li>• More than 8 assignments in sector as mentioned above – Maximum 2 marks</li> </ul>	
18	Page 32 Clause No. 3.4 (3) (a)	<p>Evaluation Criteria: Qualification and Experience of Team Proposed for the assignment.</p> <p>Clause: “5. Permanent employee of the firm for more than 10 years”</p>	<p>It is requested for the Team Leader to take a leadership role for the proposed team to be associated with the assignment, may not be a permanent role with one organization for a duration like 10 years. Hence it is requested to kindly remove Spec No. 5 as an evaluating criterion</p> <p>Please Remove Spec No. 5 for the Team Leader position: “Permanent employee of the firm for more than 10 years.”</p>	Tender condition to prevail
19	Page 34 Clause No. 3.4 (3) (b)	<p>Evaluation Criteria: Qualification and Experience of Team Proposed for the assignment Clause: “3. Should have experience of at least 3 international market studies in Maritime /Ports/shipping/IWT, each in a different country.”</p>	<p>It would be requested to consider international experience for Project Manager for maximum 1 project market studies in Maritime /Ports/shipping/IWT.</p> <p>The Spec No. 3 for the Project Manager be re-written as: “<b>Should have experience of at least 1 international market studies in Maritime /Ports/shipping/IWT in an international region.</b>”</p>	<p>The clause is amended as follows:</p> <p>Should have experience of at least 2 international market studies in Maritime /Ports/shipping/IWT in an international region.</p>
20	Page 34	<p>Evaluation Criteria: Qualification and Experience of Team Proposed for the assignment</p>	<p>It is requested it would be difficult for an individual to actively have experience and to have worked in 1</p>	Tender condition to prevail



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	Clause No. 3.4 (3) (b)	Clause: "2. Should have experience of at least 1 project in each of the below mentioned sectors: i. Smart ports/ maritime digitization sector ii. IWT sector iii. Shipping sector iv. Logistics sector"	assignment in each sector of Smart ports/ maritime digitization sector, IWT sector, Shipping sector and Logistics sector. Hence it would be requested to seek 4 or more assignments in sectors Smart ports/ maritime digitization sector, IWT sector, Shipping sector and Logistics sector.  The Spec No. 2 for the Project Manager position may be re-written as:  <b><i>"Should have experience in at least 4 assignments in any of the below mentioned sectors:</i></b> i. Smart ports/ maritime digitization sector ii. IWT sector iii. Shipping sector iv. Logistics sector"	
21	Page No. 34 Clause No. 3.4 (3) (b)	Clause: "5. Permanent employee of the firm for more than 5 years	It is requested to kindly remove Spec No. 4 as an evaluating criterion.  Please Remove Spec No. 4 for the Project Manager position: " <del>Permanent employee of the firm for more than 5 years.</del> "	Tender condition to prevail
22	Page 34 Clause No. 3.4 (3) (c)	Evaluation Criteria: Qualification and Experience of Team Proposed for the assignment Clause: "Engineer + MBA/PGDM or equivalent from reputed institute with minimum 15 years of experience of which minimum 7 years in maritime industry (Shipping or Ports)	It is requested that Qualification of the person to be the Maritime Expert to deliver strategic assignment, needs a credible year of experience rather than a specific qualification for working in the assignment. Hence it is requested to seek qualification of Maritime Expert as graduation along with MBA/ PGDM.	Tender condition to prevail



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			The clause may be re-written as: <i>“Graduation with MBA/PGDM or equivalent from reputed institute with minimum 15 years of experience of which minimum 7 years in maritime industry (Shipping or Ports).”</i>	
23	Page 35 Clause No. 3.4 (3) (c)	Evaluation Criteria: Qualification and Experience of Team Proposed for the assignment  Clause: Should have experience of at least 2 projects in each of: i. Smart ports/ maritime digitization sector ii. IWT sector iii. Shipping sector iv. Logistics sector	It is requested it would be difficult for an individual to actively have experience and to have worked in 2 assignments in each sector of Smart ports/ maritime digitization sector, IWT sector, Shipping sector and Logistics sector. Hence it would be requested to seek 8 or more assignments in sectors Smart ports/ maritime digitization sector, IWT sector, Shipping sector and Logistics sector  The Spec No. 3 for the Project Manager position may be re-written as: <b><i>“Should have experience in at least 8 assignments in any of the below mentioned sectors:</i></b> i. Smart ports/ maritime digitization sector ii. IWT sector iii. Shipping sector iv. Logistics sector”	Tender condition to prevail
24	Page 35 Clause 3c Point 4	Permanent employee of the firm for 5 years	Request you to kindly remove this clause  Please Remove Spec No. 5 for the Maritime Expert position: <i>“Permanent employee of the firm for more than 5 years.</i>	Tender condition to prevail



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25	Page 35 Clause 3d	Permanent employee of the firm for 5 years	Request you to kindly remove this clause  Please Remove Spec for the Project Associate No.1 position: <del>“Permanent employee of the firm for more than 5 years.”</del>	Tender condition to prevail
26	Page 36 Clause 3e	Permanent employee of the firm for 5 years	Request you to kindly remove this clause  Please Remove Spec for the Project Associate No.2 position: <del>“Permanent employee of the firm for more than 5 years.”</del>	Tender condition to prevail
27	Page 57 Clause 9	The Consultant shall produce details of the key personnel deployed every month duly countersigned by the Officer in Charge in MoPSW while submitting the monthly invoices	Please mention the payment terms.	The payment shall be done on a monthly basis, upon submission invoices along with the requisite documents as may be required by MoPSW
28	Page 30 Clause No. 3.1	Team Composition	As part of the Scope of Work it has been stipulated that the consultant is to “Focusing on areas Organizing Events, focusing on areas related to Ports, Shipping and Inland waterways – way to sustainability and efficiency by leveraging technology and cooperation across G20 countries– way to sustainability and efficiency by leveraging technology and cooperation across G20 countries”. Hence to comply such scope of work, can a Marketing/ Promotions Expert be part of the Team Composition on a part time basis?	Tender condition to prevail



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			With Maritime Vision being a guiding document for future initiatives, of MOPSW, there would be a need to conduct regional/ national events, capacity building programs more frequently to drive initiatives on port connectivity, smart solutions for port operations, sustainability, etc. Hence it is requested to add a Marketing/ Promotions Expert with qualifications of MBA/PGDM with more than 7 years of experience, conducting events and being Knowledge partners for central/ state agencies for their events in the state/ national event. He can be part of the Key Personnel on a part time basis (2 days in a month)	
29	Page 22 Clause 2.25	Indemnity  The selected Applicant shall, subject to the provisions of the Agreement, indemnify IPA, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services. An indemnity bond has to be signed by the selected Applicant for this purpose.	<del>The selected Applicant shall, subject to the provisions of the Agreement, indemnify IPA, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services. An indemnity bond has to be signed by the selected Applicant for this purpose</del>	Tender condition to prevail
30	Page 23 Clause 2.29	Proprietary data Subject to the provisions of Clause 2.22, all documents and other information provided by IPA or submitted by an Applicant to IPA shall remain or become the property of IPA. Applicants/Consultant, as the case may be, are to treat all information as strictly confidential. IPA will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in	<del>Subject to the provisions of Clause 2.22, all documents and other information provided by IPA or submitted by an Applicant to IPA shall remain or become the property of IPA. Applicants/Consultant, as the case may be, are to treat all information as strictly confidential. Applicant/Consultant may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving</del>	Tender condition to prevail



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		whatever manner provided by the Applicant to IPA in relation to the Services shall be the property of IPA.	<p>party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.</p> <p>IPA will not return any Proposal or any information related thereto. <del>All information collected, analyzed, processed or in whatever manner provided by the Applicant to IPA in relation to the Services shall be the property of IPA.</del></p> <p>The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant shall retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retains in connection with the Services (but not information provided by IPA reflected in them)</p>	



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31	Page 26 Clause 2.30.6	<p>Termination by the Consultant</p> <p>a. The Consultant may, by not less than 30 days written notice to IPA, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <p>i. IPA is in material breach of its obligations pursuant to this Agreement and has not remedied the same within fortyfive (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by IPA of the Consultant's notice specifying such breach;</p> <p>ii. As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;</p>	<p>Please Insert Clause in 2.30.6</p> <p><i>(b) Notwithstanding the above, the Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to IPA if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</i></p>	<p>This clause cannot be added.</p> <p>Tender condition to prevail</p>
32	Page 26 Clause 2.30.7	<p>Consequences of Termination</p> <p>a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], IPA shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Consultant shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Consultant to take over the obligations</p>	<p>b. Nothing herein shall restrict the right of IPA to invoke Guarantee and other guarantees, securities furnished, <del>enforce the Deed of Indemnity</del> and pursue such other rights and/or remedies that may be available to IPA under law <del>or otherwise</del></p> <p>c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly <del>or by implication</del> intended to come into or continue in force on or after such termination</p>	<p>Tender condition to prevail</p>



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		<p>of the erstwhile Consultant in relation to the execution/continued execution of the scope of the Contract.</p> <p>b. Nothing herein shall restrict the right of IPA to invoke Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to IPA under law or otherwise.</p> <p>c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.</p>		
33	Page 26 Clause 2.30.9	<p>Arbitration</p> <p>The Consultant may apply to the Managing Director, IPA for the appointment of the Arbitrator in the event of any dispute/difference. The Arbitrator so appointed shall enter upon reference and decide the dispute in accordance with The Arbitration &amp; Conciliation Act, 1996 including amendments. Place of arbitration shall be New Delhi.</p>	<p>The Consultant may apply to the Managing Director, and IPA may apply for the appointment of the Arbitrator by mutual consent in the event of any dispute/difference. The Arbitrator so shall be appointed shall enter upon reference and decide the dispute in accordance with The Arbitration &amp; Conciliation Act, 1996 including amendments. Place of arbitration shall be New Delhi</p>	Tender condition to prevail
34	Page 27 Clause 2.30.10	<p>Force Majeure</p> <p>Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or IPA as the</p>	<p>Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or IPA as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen</p>	Tender condition to prevail



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		<p>case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:</p> <p>a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.  b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.  c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.</p> <p>The bidder or IPA shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.</p>	<p>and which substantially affect the performance of the contract, such as:</p> <p>a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.  b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.  c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.</p> <p>The bidder or IPA shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. <del>Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.</del></p>	
35	Page 27 Clause 2.30.12	<p>Right of Monitoring and Periodic Review</p> <p>IPA reserves the right to monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected</p>	<p>IPA reserves the right to monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. IPA may demand, and upon such demand being made, the selected Bidder shall provide with any</p>	<p>This clause cannot be added.</p> <p>Tender condition to prevail</p>



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		Bidder. IPA may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any other information required to assess the progress of the project. Any deviations or contravention identified as a result of such review assessment would need to be rectified by the Selected Bidder failing which IPA may, without prejudice to any other rights that it may have, issue a notice of default.	document, data, material or any other information required to assess the progress of the project. Any deviations or contravention identified as a result of such review assessment would need to be rectified by the Selected Bidder failing which IPA may, without prejudice to any other rights that it may have, issue a notice of default. <b><i>Notwithstanding anything contained herein, any such demand for information shall be restricted to the physical files in relation to this Agreement only and shall be subject to IPA agreeing to maintain confidentiality of these documents. No access to Selected Bidder's systems, network, facilities, or hands on or intrusive testing will be permitted. Any third parties employed by the IPA to conduct such demand shall not be a competitor of the Selected Bidder and shall agree to confidential obligations with Selected Bidder, for the said purpose.</i></b>	
36	NA	New Clause Requested	Please Insert Clause:  <b><i>Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provides under this Agreement ("Reports"), other than information provided by IPA, are for IPA's internal use only (consistent with the purpose of the particular Services) including IPA's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside IPA's organization</i></b>	This clause cannot be added.  Tender condition to prevail



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Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
37	Pg 29 Clause 3	Ensure updation of the data in the Maritime India Vision Management tool	<p>It is understood that the Consultant shall be trained in use of the Maritime India Vision Management tool at no expense to the Consultant. Please confirm.</p> <p>It is also understood that apart from data updation, Consultant shall not be responsible for any maintenance/ upgradation of the tool</p>	<p>No training shall be provided for using the Maritime India Vision Management tool.</p> <p>It is also confirmed that Consultant shall not be responsible for any maintenance / upgradation of the tool</p>
38	Pg 29 Clause 3	<ul style="list-style-type: none"> <li>• Drive broader engagement and collaboration with various stakeholders</li> <li>• Generation of periodic reports relevant to the stakeholders</li> </ul>	<p>It is understood that the list of stakeholders (for collaboration) shall be finalized by the Client and interactions with such stakeholders be set by the Client's representatives (with Consultant's support). Please clarify.</p>	<p>The list of stakeholders shall be drawn up by the consultants in consultation with MoPSW and this list will be finalized by MoPSW</p> <p>Also, arrangements for interactions with stakeholders will have to be done by the consultants as per the directions of MoPSW</p>
39	Page 36-37  CQCCBS	Technical Bid Score: 70% (The bidder who secures maximum marks shall be given a technical score of 100 and then pro-rata calculations for successive bidders with respect to their technical score). The technical scores of	<p>As MIV 2030 and Amritkal 2047 comprise initiatives of national importance, it is critical that an experienced firm with suitably qualified team and with appropriate methodology for the assignment is selected. Therefore, it</p>	<p>Tender condition to prevail</p>



# Indian Ports Association

Sno	Page/ Clause	Clause in RFP		Clarification sought/ Change Requested	Clarification by IPA								
		<p>other Bidders for the project shall be computed as follows. <math>T_s</math> (bidder) = <math>100 * (T \text{ (bidder)} / T \text{ (highest technical score amongst all bidders)})</math></p> <p>Financial Bid Score: 30 % (with full marks to lowest financial bidder and then pro-rata calculations for successive bidders with respect to their financial bids). Financial Quote of any bidder =F</p> <p><math>F_s</math> (bidder) = <math>100 * (F \text{ (lowest financial quote amongst all bidders)} / F \text{ (bidder)})</math> Any monetary figure in decimal shall be rounded off to the nearest INR. In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.</p> <p>Total Evaluated Score = <math>0.7 T_s + 0.3 F_s</math></p>		<p>is requested that the weightage for technical score may be increased from 70% to 80% and overall weightages be modified as follows:</p> <p>Total Evaluated Score = <math>0.8 T_s + 0.2 F_s</math></p> <p>It is further submitted that the 80% weightage for technical score is also the standard practices adopted for consulting tenders by Govt. bodies</p>									
40	Page 31-36 3.4 Evaluation Criteria	<table border="1"> <thead> <tr> <th>Parameter</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>Past experience of the Consultant in the last five years</td> <td>65</td> </tr> <tr> <td>Presentation on Approach and Methodology</td> <td>10</td> </tr> <tr> <td>Qualification and Experience of Team Proposed for the assignment</td> <td>25</td> </tr> </tbody> </table>	Parameter	Maximum Marks	Past experience of the Consultant in the last five years	65	Presentation on Approach and Methodology	10	Qualification and Experience of Team Proposed for the assignment	25		<p>As MIV 2030 and Amritkal 2047 comprise initiatives of national importance, it is critical that the most qualified and experienced team members are aligned for the assignment and that most suitable approach is adopted for the assignment.</p> <p>It is therefore requested that the weightage of marks (in total technical score) for 'Presentation on Approach and Methodology' and 'Qualification and Experience of Team Proposed for the assignment' be increased.</p>	Tender condition to prevail
Parameter	Maximum Marks												
Past experience of the Consultant in the last five years	65												
Presentation on Approach and Methodology	10												
Qualification and Experience of Team Proposed for the assignment	25												



# Indian Ports Association

Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
41	Page 29 Clause 3	The main objective of the assignment is to assist MoPSW by providing strategic planning and implementation assistance in Digital Initiatives, G20 Working Group related activities, Maritime India Vision and project monitoring activities	Please provide a list of digital initiatives for which Consultant's implementation assistance is expected	Any digital initiative which MoPSW may undertake will have to be supported by the consultants
42	Page 30 3.3. iv)	Bidding as a consortium is not allowed under this RFP	We would like to request you to kindly allow Consortium / Joint venture under this bid, so that experience of reputed service providers of the relevant nature will be considered jointly for evaluation	Tender condition to prevail
43	Page 30 3.3. iii)	The average minimum turnover for the consulting firm should be INR 400 Cr for the last 3 years.	The average minimum turnover for the consulting firm should be <b>INR 50 Cr</b> for the last 3 years.  We request the authority to modify the clause as requested above. The modification would allow larger participation for the RFP and would enable the Authorities to select an agency from a larger pool of competitive service providers. It is a humble request to kindly accept the above suggestions and modify the clause.	Tender condition to prevail
44	Page 31 3.4.1a 3.4.1b 3.4.1c	Each Assignment to be of fee value of INR 3 Cr and above	Each Assignment to be of fee value of <b>INR 50 lakh</b> and above.  We request the authority to modify the clause as requested above. The modification would allow larger participation for the RFP and would enable the Authorities to select an agency from a larger pool of competitive service providers. It is a humble request to	Tender condition to prevail



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Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
			kindly accept the above suggestions and modify the clause	
45	Page 30 3.1	<b>Team Leader (Part-time):</b> Senior professional with experience in program management, strategy formulation & implementation and similar assignments for Govt agencies in transport/ maritime. Will be required to attend key workshops and steering committee meetings. 3 days a month	The clause may kindly be read as:  <b>Team Leader (Part-time):</b> Senior professional with experience in program management, project management, strategy formulation & implementation and similar assignments for Govt agencies in Infrastructure/transport/ maritime. Will be required to attend key workshops and steering committee meetings. 3 days a month	The clause may kindly be read as:  <b>Team Leader (Part-time):</b> Senior professional with experience in program management, project management, strategy formulation & implementation and similar assignments for Govt agencies in <u>Maritime Infrastructure/transport / Maritime/ IWT</u> . Will be required to attend key workshops and steering committee meetings. 3 days a month
46	Page 30 3.1	<b>Maritime Expert (Part-time):</b> Senior professional with experience in program management, strategy formulation & implementation and similar assignments with technical knowledge and industry experience in a must in ports, shipping, IWT etc. Will be required to	The clause may kindly be read as:  <b>Maritime Expert (Part-time):</b> Senior professional with experience in program management, project management, strategy formulation & implementation and	The clause is amended as follows:

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Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
		attend key workshops and steering committee meetings. 2 days a month	similar assignments with technical knowledge and industry experience in a must in ports/ shipping/ IWT/ Infrastructure etc. will be required to attend key workshops and steering committee meetings. 2 days a month	<b>Maritime Expert (Part-time):</b> Senior professional with experience in program management, project management, strategy formulation & implementation and similar assignments with technical knowledge and industry experience in a must in ports/ shipping/ IWT/ <u>maritime Infrastructure</u> etc. will be required to attend key workshops and steering committee meetings. 2 days a month
47	Page 30 3.1	<b>Project Manager (Part-time):</b> Experienced professional with experience in developing strategic planning for shipping, IWT, ports, logistics, smart ports/maritime digitization etc. 10 days a month.	The clause may kindly be read as:  <b>Project Manager (Part-time):</b> Experienced professional with experience in developing strategic planning for shipping Infrastructure/ IWT/ port/ logistics/ smart ports/maritime digitization etc. 10 days a month.	The clause may kindly be read as:  <b>Project Manager (Part-time):</b> Experienced professional with experience in



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Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
				developing strategic planning for <u>shipping/ maritime infrastructure/ IWT/ ports / logistics/ smart ports/maritime digitization</u> etc. 10 days a month.
48	Page 30 3.1	<b>Project Associates i)</b> Full Time Project Associate No.1 – Minimum 5 years’ experience with minimum two years’ experience in the shipping/ IWT/ports and logistics sector	The clause may kindly be read as:  <b>Project Associates i)</b> Full Time Project Associate No.1 – Minimum 5 years’ experience with minimum two years’ experience in the shipping/ IWT/ports/ Infrastructure and logistics sector	<b>Project Associates i)</b> Full Time Project Associate No.1 – Minimum 5 years’ experience with minimum two years’ experience in the maritime infrastructure/ shipping/ IWT/ports <u>and</u> logistics sector
49	Page 30 3.1	ii) <b>Full Time Project Associate No.2</b> – Minimum 3 years’ experience with minimum one year experience in logistics in shipping/ IWT/ports. Experience in Logistics in these sectors will be considered.	ii) <b>Full Time Project Associate No.2</b> – Minimum 3 years’ experience with minimum one year experience in logistics in shipping/ IWT/ports / Infrastructure.	<b>Full Time Project Associate No.2</b> – Minimum 3 years’ experience with minimum one year experience in logistics in <u>shipping/ IWT/ports/ maritime infrastructure.</u>



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Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
				Experience in Logistics in these sectors will be considered
50	Page 30 3.3	Eligibility criteria (i) Prior experience of handling at least 2 Project Management Unit in last 7 years for central government authorities in transport and logistics where consultant has managed assignments pertaining to strategy formulation and implementation, program monitoring and coordination for project or program implementation. The assignment should be for a minimum period of 2 years. Both completed and ongoing assignments (more than 50% completed) are eligible. Each Assignment should be of fee value of INR 1.50 Cr and above. The proposed Team Leader for this assignment should have led as a full-time project leader or team leader for at least one of the aforesaid assignments for a period of minimum 12 months.	The clause may kindly be read as: Prior experience of handling at least 2 Project Management Unit in last 7 years for central / state government authorities or agencies or departments / Ports in Infrastructure/ transport and logistics where consultant has managed assignments pertaining to program monitoring and coordination for project or program implementation.  The assignment should be for a minimum period of 1 year. Both completed and ongoing assignments (more than 50% duration completed) are eligible.  Each Assignment should be of fee value of INR 1.50 Cr and above. The proposed Team Leader for this assignment should have led as a full-time project leader or team leader for at least one project for a period of minimum 12 months	Tender condition to prevail
51	Page 30 3.1	(ii) Consultant should have undertaken at least one assignment related to smart ports/smart shipping for a Major Port/Central Government Agency or Minor Ports in India during the last 7 years	The clause may kindly be read as:  Consultant should have undertaken at least one completed PMU assignment related to ports / shipping for a Major Port/Central Government Agency or Minor Ports in India during the last 7 years	Tender condition to prevail
52	Page 31 3.4	Past experience of the Consultant in the last five years	The clause may kindly be read as: Past experience of the Consultant in the last seven years	The clause is amended as follows:



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Sno	Page/ Clause	Clause in RFP			Clarification sought/ Change Requested			Clarification by IPA
								Past experience of the Consultant in the last seven years
53	Page 31 3.4.1.a	Undertaken assignments for implementation of a national project or program for Central Government Agency related to Transport and /or Logistics in last 7 years	Each Assignment to be of fee value of INR 3 Cr and above	10 Marks per assignment subject to a maximum of 20 Marks	Undertaken assignments for implementation of a national project or program for Central Government Agency related to Transport and /or Logistics in last 7 years	Each Assignment to be of fee value of INR 1 Cr and above	10 Marks per assignment subject to a maximum of 20 Marks	Tender condition to prevail
54	Page 31 3.4.1.b	Case Study 1 - Assignment related to Strategy and Implementation of a National Project or Program for Logistics sector for a Central Government Agency in India. <b>Must have at</b>	Assignment of fee value of INR 3 Cr and above in last 7 years	Maximum 15 marks for case study depending on scope covered quality and complexity	Case Study 1 - Assignment related to Implementation of a National Project or Program for Infrastructure / Transport / Logistics sector for a Central / state Government Agency in India. <b>Must</b>	Assignment of fee value of INR 1 Cr and above in last 7 years	15 marks	Tender condition to prevail



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Sno	Page/ Clause	Clause in RFP			Clarification sought/ Change Requested			Clarification by IPA
		least completed 50% of deliverables		of the assignment	have at least completed 50% of deliverables			
55	Page 31 3.4.1.c	Case Study 2 - Assignment related to Strategy Formulation and implementation of a National Project or Program in Maritime sector for Central Govt. agency in India. <b>Must have at least completed 50% of deliverables</b>	Assignment of fee value of INR 3 Cr and above	Maximum 15 marks for case study depending on scope covered quality and complexity of the assignment	Case Study 2 - Assignment related to implementation of a Project or Program in Ports / Maritime sector for central / state government authorities or agencies or departments / Ports in India. <b>Must have at least completed 50% of deliverables</b>	Assignment of fee value of INR 1 Cr and above in past 7 years	15 marks	Tender condition to prevail
56	Page 31 3.4.1.d	Case Study of 3 - Assignment related to development of a national level multisector strategy/vision exercise / program management/project management for a Govt agency. Multisector	Assignment in last 7 years	Maximum 15 marks for case study depending on scope covered quality and complexity of the assignment	Case Study 3 Assignment related to multisector program management/ project management for a Govt agency. Multi-sector defined as at least 1 of the transport sector (Ports & Maritime, Roads, Railways, Public transport and Aviation). <b>Must have at least completed 50% of deliverables</b>			Tender condition to prevail



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Sno	Page/ Clause	Clause in RFP			Clarification sought/ Change Requested			Clarification by IPA
		defined as at least 2 of the transport sector (Ports & Maritime, Roads, Railways, Public transport and Aviation). <b>Must have at least completed 50% of deliverables</b>						
57	NA	New Case Study Requested			Assignment related to G 20 program/project management in India; should have managed at least 2 G 20 summits as part of the assignment Must have at least completed 50% of deliverables	Assignment in last 7 years	5 marks	Tender condition to prevail
58	Page 32 3.4.3.a	Team Leader	Engineer with MBA/PGDM or equivalent from reputed institute with minimum 20 years of	Maximum 6 marks as per below criteria: a) Maximum 4 marks for fulfilling the	Team Leader	Engineer with MBA/PGDM or equivalent from reputed institute with minimum 15 years of experience.	Maximum 6 marks as per below criteria: a) Maximum 4 marks for fulfilling the	Tender condition to prevail



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Sno	Page/ Clause	Clause in RFP		Clarification sought/ Change Requested		Clarification by IPA
		experience. It is preferred if MBA/PGDM or equivalent is completed from any of the top 10 management institute as per the ranking given by National Institutional Ranking Framework for the year 2022. 1. Should have led at least one assignment of INR 3 Cr or more as mentioned above in the Eligibility criteria for national level transport and logistics for Central Government agency or Minor Ports 2. Must have	criteria 1, 2, 4 and 5. b) Maximum 2 marks on evaluation based on criteria 3: • 4 assignments in each sector as mentioned above – Maximum 1 marks • 6 assignments in each sector as mentioned above – Maximum 2 marks	It is preferred if MBA/PGDM or equivalent is completed from any of the reputed management institute. 1. Should have led at least one assignment of INR 2 Cr or more as mentioned above in the Eligibility criteria for national level transport and logistics, Infrastructure for Central / State Government agency or Minor Ports  2. Must have led at least one PMU in Maritime for a Central / State Government agency or Minor Port for at least 12 months as a full-time team	criteria 1, 2, 4 b) Maximum 2 marks on evaluation based on criteria 3: • 2 assignments in each sector as mentioned above – Maximum 1 marks • 3 assignments in each sector as mentioned above – Maximum 2 marks	



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Sno	Page/ Clause	Clause in RFP		Clarification sought/ Change Requested		Clarification by IPA
			<p>led at least one PMU in Maritime for a Central Government agency or Minor Port for at least 12 months as a fulltime team leader/ project leader in last 7 years</p> <p>i. Smart ports/ maritime digitization sector ii. IWT sector iii. Shipping sector iv. Logistics sector</p> <p>3. Should have experience in at least 5 assignments in each of the below mentioned sectors:</p> <p>4. International experience of working in at least</p>		<p>leader/ project leader in last 7 years</p> <p>i. Smart ports/ maritime digitization sector ii. IWT sector iii. Shipping sector iv. Logistics sector v. Infrastructure sector</p> <p>3. Should have experience in at least 3 assignments in each of the below mentioned sectors:</p> <p>4. International experience of working in at least 1 countries of G20 group is preferred</p>	



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Sno	Page/ Clause	Clause in RFP			Clarification sought/ Change Requested			Clarification by IPA
			3 countries of G20 group is preferred					
			5. Permanent employee of the firm for more than 10 years					
59	Page 33 3.4.3.b	Project Manager	Engineer + MBA/PGDM or equivalent from reputed institute with minimum 8 years of experience  1. Should have worked with at least one central govt. agency in program implementation or strategy formulation and its implementation in transport and logistics sector with assignment	Maximum 5 marks for fulfilling each of 1, 2,3 and 4	Project Manager	Engineer + MBA/PGDM or equivalent from reputed institute with minimum 8 years of experience 1. Should have worked with at least one central govt. agency in program implementation or strategy formulation and its implementation in infrastructure, transport and logistics sector with assignment value greater than INR 2 Cr. 2. Should have experience of at least 1 project in each of the below mentioned sectors: • Smart ports / Maritime digitization	Maximum 5 marks for fulfilling each of 1, 2,3	Tender condition to prevail



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Sno	Page/ Clause	Clause in RFP		Clarification sought/ Change Requested		Clarification by IPA
		value greater than INR 3 Cr.		sector • IWT sector • Shipping sector • Logistic & Infrastructure sector		
		2. Should have experience of at least 1 project in each of the below mentioned sectors: • Smart ports / Maritime digitization sector • IWT sector • Shipping sector • Logistic sector				
		3. Should have experience of at least 3 international market studies in Maritime /Ports/shipping/IWT, each in a different country				
		4. Permanent employee of the firm for 5 years				



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Sno	Page/ Clause	Clause in RFP			Clarification sought/ Change Requested			Clarification by IPA
60	Page 34 3.4.3.c	Maritime Expert	Engineer + MBA/PGDM or equivalent from reputed institute with minimum 15 years of experience of which minimum 7 years in maritime industry (Shipping or Ports)  1. Undertaken international maritime assignment related to regional maritime logistics  2. Must have managed at least one assignment in Maritime sector for Central Government Agency for at least 12 months as a full time project leader in the last 5 years  3. Should have experience of at least 2 projects in each of :	Maximum 5 marks as per below criteria:  a). 7 and more years of experience in maritime industry – Maximum 3 marks b). Fulfilling criteria 1,2, 3, 4 and 5 – Maximum 2 mark	Maritime Expert	Engineer + MBA/PGDM or equivalent from reputed institute with minimum 10 years of experience of which minimum 5 years in maritime industry (Shipping or Ports) 1. Undertaken international maritime assignment related to regional maritime logistics 2. Must have managed at least one assignment in Maritime sector for Central Government Agency for at least 12 months as a full time project leader in the last 5 years 3. Should have experience of at least 2 projects in each of : i. Smart Ports/Maritime digitization sector ii.IWT sector iii. Shipping sector iv.	Maximum 5 marks as per below criteria:  a). 7 and more years of experience in maritime industry – Maximum 3 marks  b). Fulfilling criteria 1,2, 3, 4– Maximum 2 marks	Tender condition to prevail



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Sno	Page/ Clause	Clause in RFP			Clarification sought/ Change Requested			Clarification by IPA
			i. Smart Ports/Maritime digitization sector ii. IWT sector iii. Shipping sector iv. Logistic sector  4. International experience of maritime sector in at least 3 countries of G20 group is preferred  5. Permanent employee of the firm for 5 years			Logistic sector 4. International experience of maritime sector in at least 3 countries of G20 group is preferred  5. Should be on roll of the Firm as on the date of project implementation		
61	Page 35 3.4.3.d	Project Associate 1	Engineer with MBA/PGDM/MTech or equivalent from reputed institute with minimum 5 years of experience of which minimum 2 years in shipping/IWT/ports and 1 year in Logistic sector	Maximum 6 marks as per below criteria:  a). Total 5 years of experience – 2 marks with 1 added mark for each additional completed year of experience	Project Associate 1	Engineer with MBA/PGDM/MTech or equivalent from reputed institute with minimum 5 years of experience of which minimum 2 years in infrastructure, shipping/IWT/ports	Maximum 6 marks as per below criteria:  a). Total 5 years of experience – 2 marks with 1 added mark for each additional completed year of experience	Tender condition to prevail



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Sno	Page/ Clause	Clause in RFP		Clarification sought/ Change Requested			Clarification by IPA	
			Permanent employee of the firm for at least 1 years	subject to maximum of 4 marks  b). 2 years of experience in shipping/ IWT/ports/ and 1 year in logistics sector – maximum 2 marks			subject to maximum of 4 marks  b). 2 years of experience in shipping/ Infrastructure / IWT/ports– maximum 2 marks	
62	Page 36 3.4.3.e	Project Associate 2	MBA/PGDM/CA or equivalent from reputed institute with minimum 3 years of experience in shipping/IWT/Port sector including Permanent employee of the firm for at least 1 year	Maximum 3 marks as per below criteria:  a) 3 years of experience – 1 mark with 1 added mark for each additional completed year of experience subject to maximum of 2 marks b) 1 mark for each project in	Project Associate 2	MBA/PGDM/CA or equivalent from reputed institute with minimum 3 years of experience in Infrastructure, shipping/IWT/Port sector including logistics in these sectors	Maximum 3 marks as per below criteria:  a) 3 years of experience – 1 mark with 1 added mark for each additional completed year of experience subject to maximum of 2 marks	Tender condition to prevail



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Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
		shipping/IWT/P orts sector subject to a maximum of 1 mark	b) 1 mark for each project in infrastructure, shipping/IWT/P orts sector subject to a maximum of 1 mark	
63	Page 44 Form 1 Clause 11	I/ We further certify that no investigation by a regulatory Board is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers / employees.	In case of a partnership/limited liability partnership firm, the clause may kindly be read as:  “We further certify that no investigation by a regulatory authority is pending either against us or our Associates or against our CEO or any of our designated partners.”	The clause is amended as follows:  I/ We further certify that no investigation by a regulatory Board/ authority is pending either against us or against our Associates or against our CEO or any of our Partners/ Directors/ Managers / employees.
64	Page 45 Form 1 Clause 16	In the event of my/our firm being selected as the Consultant, I/ we agree to enter into an Agreement with IPA. We agree not to seek any changes in the form and agree to abide by the same.	We request you to kindly delete the said clause. This clause is contradictory to the routine practice of final negotiations in an event that our firm’s proposal emerges as the winning proposal and is awarded the contract. While at this point it would be virtually impossible to foresee or predict any change(s) that could possibly need	Tender condition to prevail



# Indian Ports Association

Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
			to be incorporated at the time of final negotiations and contract signing	
65	NA	New Clause Requested	We request that a specific Limitation of liability clause may kindly be added with the liability not exceeding the value of the contract awarded under this RFP, further, a Non-Solicitation and Non-Exclusivity clause may also be kindly added. We also would like to request you to kindly consider a clause that can enable the consulting firm to retain the copies of certain deliverables and other documents arising out of the delivery of the consultant's scope of work as the Firm would have to retain information for legal or professional regulatory purpose	The new clauses cannot be added.
66			<p>We also request that technical scoring may kindly be revised, and additional scoring be kindly awarded towards experience specific to organizing/managing events. The clause could be read as</p> <p>Project Advisory / Consultancy experience in Events, Planning and implementation. Experience of assisting State / Central Governments (Departments, Authorities, Boards, SPV, Corporations etc) in planning and executing International / National level Events in India within last 5 years with minimum consulting fee of INR 50 Lakhs.</p> <p>2-3 Projects = 5 Marks   4-5 Projects = 10 Marks   More than 5 Projects = 15 Marks</p>	



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Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
			Additional 5 marks if any one of the above-mentioned projects is a completed project with a minimum project duration of 1 year and consulting fee of INR 1.5 crore	
67	Page 36-37	Technical Bid Score: 70% Financial Bid Score: 30%	<p>This is a critical RFP and scope is highly strategic in nature. Selected consultant must have deep technical expertise, thorough understanding of the sector and expertise of undertaking similar works in India and globally. Accordingly, higher weightage should be given to the technical score.</p> <p>Few precedences for Govt/PSU RFPs for reference are specified below:</p> <ul style="list-style-type: none"> <li>a) Ministry of Tourism G20 Program Management</li> <li>b) Maritime India Vision RFP by Ministry of Shipping</li> <li>c) MoRTH Program management</li> <li>d) MoCI- Export Promotion</li> </ul> <p>We request to you that QCBS be changed to 80:20 to allow for top quality consultants to compete.</p> <p>Kindly confirm.</p>	Tender condition to prevail
68	Page 51 Form 6	In case of completed assignments, documentary evidence comprising of work orders and completed certificates containing the relevant information are to be furnished. In case of partly completed works, Chartered Accountant's certificate can be produced certifying the extent of work completed	We have signed confidentiality agreements with our clients that limit our ability to disclose their names & the contracts / work orders with them. We shall be happy to disclose the same where we are legally permitted to; however, we request you to accept the <b>self-certificate by MD</b> instead of the work orders and completion certificates, with a description of client,	Tender condition to prevail



# Indian Ports Association

Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
			<p>without explicitly disclosing their names, the nature of services we performed for them, the duration of the project and the contract value. We can additionally submit CA certificate to ensure authenticity of information over and above MD self-certificate – this is similar to the documentary requirements required as per this RFP for the ongoing projects. Please also note that this is a norm in many recent RFPs for central/ state Governments like</p> <p>a) Maritime India Vision RFP by Ministry of Shipping b) SIPCOT's investment promotion and facilitation services for setting up a furniture hub</p>	
69	Page 30 3.3.(i)	<p>Eligibility criteria: The assignment should be for a minimum period of 2 years. Both completed and ongoing assignments (more than 50% completed) are eligible. Each Assignment should be of fee value of INR 1.50 Cr and above</p>	<p>We understand that this is a strategically important project for IPA, and hence pro-bono or academic or trivial projects by the applicants will not reflect their ability to deliver such a strategic project.</p> <p>We hence request that the size of acceptable projects should be such that it indicates the strategic nature, commensurate with the scope of this project as is the norm in Govt. RFPs of similar size, scope and duration. Hence, we request to kindly add threshold project fees of Rs 3 Cr for equivalent project duration (12 months) for this criterion and it</p>	<p>The criteria shall be as follows:</p> <p>“Prior experience of handling at least 2 Project Management Unit in last 7 years for central government authorities in transport and logistics where consultant has managed assignments pertaining</p>



# Indian Ports Association

Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
			<p>shall be clarified that for the long duration projects (i.e., more than 12 months) the project fees shall be considered on pro-rated basis for 12 months. Precedence from similar RFPs:</p> <p>a) Export Strategy by MoCI, Govt of India b) Visioning exercise of HAL c) Min. of Shipping - Maritime India Vision d) Min. of Shipping – Efficiency enhancement of Indian major ports</p> <p>Kindly confirm</p>	<p>to strategy formulation and implementation, program monitoring and coordination for project or program implementation. The assignment should be for a minimum period of 2 years. Both completed and ongoing assignments (more than 50% completed) are eligible. Each Assignment should be of fee value of INR 1.50 Cr and above. The proposed Team Leader for this assignment should have led as a full-time project leader or team leader for at least one of the aforesaid assignments for a period of minimum <u>6</u> months.”</p>