



Indian Ports Association

IPA's Response to Pre-Bid Queries – Tender for Selection of Consultant for “Preparation of Project Report for Promotion of Cruise Tourism in Major Ports of India”

Ref: IPA/PGAV/PCT/2023

Date: 22.06.2023

Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
1	Page 34 3.3. d	The Bidder should have completed at least three (3) cruise tourism related consultancy projects having minimum consultancy fee of INR 2 Cr.	Since Cruise is a new and growing sector in the country, we would request the authority to relax the criteria and allow as follows: We request the authority to modify the clause - The Bidder should have completed at least one (1) cruise tourism related consultancy projects having minimum consultancy fee of INR 2 Cr.	The clause has been amended as follows: The bidder should have completed three (3) tourism related projects of which at least two (2) should be related to cruise tourism with each project having minimum consultancy fee of INR 2 Cr.
2	Page 34 3.3 Team Composition table	Minimum Qualification <i>Team Leader cum Cruise Tourism Expert</i> Management Graduate (MBA) with minimum of 15 years of professional experience in the tourism sector. Must have relevant experience in Cruise tourism sector with an exposure of international assignments in similar domain	4-member team is asked for as key experts. We understand that international experience is important but having one expert in the 4-member team with international experience would suffice. Hence, we request the authority to remove it as mandatory condition in Team leader position. Instead, it can be made mandatory	Tender condition to prevail



Indian Ports Association

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			that one of the 4-key members should have done international cruise assignment	
3	Page 34 3.3 Team Composition table	Minimum Qualification <i>Finance Expert</i> MBA (Finance)/Chartered Accountant/ Cost Accountant with minimum 10 years of professional experience in financial projections/viability/ economic analysis of relevant projects	We request the authority to relax the professional experience criteria to 5 years.	Tender condition to prevail
4	Page 35, 3.3 Team Composition table	Minimum Qualification <i>Infrastructure expert/port planning expert</i> Masters in Infrastructure/Transport Planning with minimum 10 years of professional in development of port infrastructure	We request the authority to add – Masters in Infrastructure/Transport Planning/ <u>Ocean Engineering</u> with minimum 10 years of professional in development of port infrastructure	The eligibility criteria for the Infrastructure/Port Planning expert shall be as follows: Masters in Infrastructure/ Transport Planning/ Civil/ Ocean Engineering with minimum 10 years of professional experience in development of port infrastructure
5	Page 35, 3.3 Team Composition table	Minimum Qualification <i>Marketing Expert</i> MBA with specialization in marketing with minimum 10 years of experience in marketing	Since MBA is a recent field, there are experts in extensive cruise marketing experience who are not qualified as MBA marketing. Hence, we request the authority to relax the criteria and allow for: MBA/ <i>MBA equivalent</i> / any <i>Masters</i> with experience in marketing plans of	The marketing expert shall have the following qualifications: 1) MBA/PGDM with specialization in marketing



Indian Ports Association

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		plans of tourism projects, branding and promotion of tourism products	tourism projects, branding and promotion of tourism / cruise products.	2) Minimum 10 years of experience in marketing plans of tourism projects, branding and promotion of tourism products
6	Page 35, 3.3 Qualification Criteria	<p>Qualification Criteria <i>Relevant Experience of Firm – 65 marks</i> Number of completed consultancy projects (completion certificate to be submitted)</p> <p>i) Minimum 3 completed projects with consultancy fee of at least INR 2.00 crores - 15 marks</p> <p>ii) For every additional project – 5 marks each subject to a maximum of 4 projects – 20 marks</p> <p>iii) For International projects – at least one project – 10 marks</p> <p>iv) For additional international projects – 5 mark each subject to a maximum of 4 projects – 20 marks</p>	<p>As cruise is a new field in India and domestic companies should be given a chance to participate in this opportunity. We would request for relaxation as under:</p> <p>Number of completed consultancy projects (completion certificate to be submitted)</p> <p>i) Minimum 1 completed project with consultancy fee of at least INR 2.00 crores – 30 marks</p> <p>ii) For every additional project with consultancy fee of more than Rs. 30 lakh – 5 marks each subject to a maximum of 2 projects – 20 marks</p> <p>iii) For International projects – one project – 15 mark</p>	Tender condition to prevail
7	Page 35 3.3 Qualification Criteria		In accordance to the above query, the sub-marks for international assignment in the personnel can be kept at an overall level and removed from individual position.	Tender condition to prevail



Indian Ports Association

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			<p>The revised criteria would be:</p> <table border="1"> <thead> <tr> <th>Project Team</th> <th>Total Marks</th> <th>Sub Marks</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td>7</td> <td>Qualification-3 Project Adequacy -4</td> </tr> <tr> <td>Finance Expert</td> <td>6</td> <td rowspan="2">Qualification-75% Project Adequacy -25%</td> </tr> <tr> <td>Infrastructure Expert</td> <td>6</td> </tr> <tr> <td>Marketing Expert</td> <td>4</td> <td></td> </tr> <tr> <td>International Experience on one of the experts</td> <td>2</td> <td></td> </tr> </tbody> </table>	Project Team	Total Marks	Sub Marks	Team Leader	7	Qualification-3 Project Adequacy -4	Finance Expert	6	Qualification-75% Project Adequacy -25%	Infrastructure Expert	6	Marketing Expert	4		International Experience on one of the experts	2		
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Marketing Expert	4																				
International Experience on one of the experts	2																				
8	Page 37 3.4	Clarification Only those Bidders who have secured Technical Score of 75 or above shall be declared as qualified for evaluation of their 'Financial Bid'. Bidders who have secured less than 75 for Technical Score shall be rejected	We request the authority for clarification – Is the CQCBS 70:30 or 75:25.	The CQCBS is 70:30																	
9	Page 38 3.5	Timelines Submission of Draft Report – T+2.5 Submission of Final Report – T+3	Considering the scope of study which can Pan India focus, we request the below: Submission of Draft report - T+4 months. Submission of Final report - T+5 months	The timeline has been revised as below: Submission of Draft report - T+3 months. Submission of Final report - T+3.5 months																	



Indian Ports Association

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10	Page 52 Form 6	Eligible Assignments Certificate from the Statutory Auditor	As Statutory Auditor certificate takes considerable time and cost for the bidder, we request the authority to accept CA certificate at bidding stage. If the bidder gets short-listed, statutory auditor certificate can be submitted by the qualified bidder.	CA's certificate can be accepted subject to the condition that in case the bidder is short-listed, statutory auditor's certificate needs to be submitted
11	Page 23 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.	Open indemnity i.e., for deficiency in service is an unacceptable industry practice. We request the authority to limit the indemnity in circumstances such as willful misconduct, negligence, fraud, breach of laws.	Tender condition to prevail
12	Page 24 2.30.2	Termination for Default	The bidder should also have the right to terminate the contract in case of breach of payment obligations. Kindly address the matter in the response to queries	Tender condition stands
13	Page 27 2.30.9	Arbitration The Consultant may apply to the Managing Director, IPA for the appointment of the Arbitrator in the event of any dispute/difference. On receipt of such request, it shall be lawful for IPA to appoint an Arbitrator to adjudicate upon the dispute/differences. The Arbitrator so appointed shall enter upon reference and	The unilateral appointment by authority is not permissible in law. So, clause should allow for appointment of arbitrator on mutually agreeable basis	The arbitration will be in accordance with The Arbitration & Conciliation Act, 1996 as amended from time to time



Indian Ports Association

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		decide the dispute in accordance with The Arbitration & Conciliation Act, 2015 including amendments. Place of arbitration shall be New Delhi		
14	Page 42 2.6.4	All documents and other information supplied by the IPA or submitted by an Applicant shall remain or become, as the case may be, the property of the IPA. The IPA will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.	The requirement of confidentiality shall also be imposed on the authority as bid documents may be under separate requirement of confidentiality.	Tender condition to prevail
15	New Clause Requested	Anti -Bribery and Corruption:	We request the authority to include this new clause: "Each party represents, warrants and undertakes that: (a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing services under the agreement do not do so. For the purposes of this clause it does not	Please refer Chapter 4, page 39 of the RFP document



Indian Ports Association

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			<p>matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.</p> <p>(b) Each party shall, adhere to applicable anti-bribery and corruption laws.</p> <p>(c) Each party shall, immediately upon becoming aware of them, give the other party all details of any non-compliance with Clause (a) and Clause (b).</p> <p>It is a condition of this agreement that each party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to</p>	



Indian Ports Association

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			terminate the whole of this agreement, or that part of this agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy."	
16	New Clause Requested	Economic and Trade Sanctions:	<p>We request the authority to include this new clause:</p> <p>As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union ("Sanctions"), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will</p>	This clause is not the relevant for the subject RFP document



Indian Ports Association

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			promptly notify CRISIL if any of these circumstances change, upon occurrence of which, CRISIL shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client's breach	
17	New Clause Requested	Non-Exclusivity	<p>We request the authority to include this new clause.</p> <p>The Client acknowledges that CRISIL or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis.</p>	This clause cannot be considered
18	New Clause Requested	Non-Conformity	<p>We request the authority to include this new clause:</p> <p>Client may notify the Consultant in writing within 10 calendar days of consultant providing the Deliverables to the Client any substantial non-conformity of the Deliverables vis-à-vis the Requirements. Upon receiving Client's notification, the Consultant shall rectify the non-conformity verified by it and resubmit the Deliverables to the Client within 15 calendar days. The Deliverables shall be considered "accepted" upon such re-</p>	<p>This clause cannot be considered.</p> <p>Existing tender conditions to prevail</p>



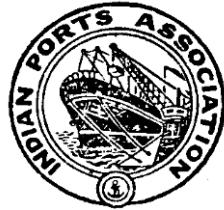
Indian Ports Association

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			delivery or the expiry of 10 calendar days as stated above, whichever is earlier	
19	Page 8 Schedule of Selection Process	Proposal Due Date 04/07/2023 before 15:00 hrs	The preparation of bid documents involves extensive work in niche domain and includes heavy paperwork and collation of data. Furthermore, it requires time to formulate a team of qualified professionals suitable for their respective positions. Hence, we request the authority to extend the date of submission by at least 3 weeks from the current due date.	At least 14 days post the issuance of the replies will be provided. The date for submission will be 10/07/2023 before 15.00 hrs.
20	Page 33,34 3.3 Eligibility Criteria	Eligibility Criteria a) The bidder shall be a Consultant/ Consortium of Consultants of international repute with a proven track record of working on cruise tourism and related similar assignments. d) The Bidder should have completed at least three (3) cruise tourism related consultancy projects having minimum consultancy fee of INR 2 Cr.	Firstly, we would like to request the authority to kindly confirm how many consultants can form a consortium. We would like to highlight the Authority that in Preparation of any Detailed Project Report for Tourism projects the scope of work for the consultants remains the same that is Planning, Assessment of Policies, Formulation of tourism policies, Demand Assessment, Market Research, Identification of Economic Opportunities, Feasibility of sites, Identification of pain points, Benchmarking and Mapping all these Deliverables are part of all the similar Tourism assignments so we kindly request the authority to not only limit the experience of	The consortium shall have a maximum of two (2) members The bidder should have completed three (3) tourism related projects of which at least two (2) should be related to cruise tourism with each project having minimum consultancy fee of INR 2 Cr. Ongoing projects shall be considered subject to the following conditions:



Indian Ports Association

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			<p>Cruise based tourism projects, all the DPR based tourism projects should be considered.</p> <p>Also, we request the authority to allow ongoing projects, as there are many large assignments and especially Transaction Advisory assignments which have every other part of the scope completed but transaction. These projects exhibit longer durations, and thus we request the authority to also allow ongoing assignments with the valid proof of certification to be: LOA/Agreement/Completion Certificate/Self Certification from Authorized Signatory/CA Certificate in lieu of the payment received and project completion.</p> <p>Additionally, we also request the authority that the experience of the consultant should be given more weightage rather than the consultancy fee received. Thus, we request the authority to kindly reduce the minimum consultancy fee to INR 50 Lakhs.</p>	<p>1) At least 75% of the payment should have been received which shall be duly certified by the Chartered Accountant.</p> <p>2) Other relevant documents including work order shall be submitted by the bidder</p> <p>The minimum project value shall remain unchanged</p>
21	Page 35,36 3.3 Qualification criteria	Qualification criteria Number of completed consultancy projects (completion certificate to be submitted)	We would like to highlight the Authority that in Preparation of any Detailed Project Report for Tourism projects the scope of work for the consultants remains the same that is	The bidder should have completed three (3) tourism related projects of which at least two (2) should be



Indian Ports Association

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		i) Minimum 3 completed projects with consultancy fee of at least INR 2.00 crores ii) For every additional project – 5 marks each subject to a maximum of 4 projects iii) For International projects – at least one project iv) For additional international projects – 5 mark each subject to a maximum of 4 project	<p>Planning, Assessment of Policies, Formulation of tourism policies, Demand Assessment, Market Research, Identification of Economic Opportunities, Feasibility of sites, Identification of pain points, Benchmarking and Mapping all these Deliverables are part of all the similar Tourism assignments so we kindly request the authority to not only limit the experience of Cruise based tourism projects, all the DPR based tourism projects should be considered.</p> <p>Also, we request the authority to allow ongoing projects, as there are many large assignments and especially Transaction Advisory assignments which have every other part of the scope completed but transaction. These projects exhibit longer durations, and thus we request the authority to also allow ongoing assignments with the valid proof of certification to be: LOA/Agreement/Completion Certificate/Self Certification from Authorized Signatory/CA Certificate in lieu of the payment received and project completion.</p>	<p>related to cruise tourism with each project having minimum consultancy fee of INR 2 Cr.</p> <p>Ongoing projects shall be considered subject to the following conditions:</p> <ol style="list-style-type: none"> 1) At least 75% of the payment should have been received which shall be duly certified by the Chartered Accountant. 2) Other relevant documents including work order shall be submitted by the bidder <p>In case of completed works, it is necessary to submit work orders and the corresponding completion certificate</p>



Indian Ports Association

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			<p>Additionally, we also request the authority that the experience of the consultant should be given more weightage rather than the consultancy fee received.</p> <p>We request the authority to kindly reduce the minimum consultancy fee to INR 50 Lakhs. We also request the authority that in many of the projects the client completion certificates are not there, Plus, we request that it should not be mandatory to have client completion certificate as for many projects we have signed Non-Disclosure Agreements and thus any client document directly cannot be shared.</p> <p>Thus, we request the authority to kindly allow CA Certificate to show all work experience, the CA certification will prove that the payment has been received in lieu of the project completion and all required project details can be cited like area, project cost, consultancy fee, start and completion date, scope of work covered etc.</p>	All other tender conditions to prevail
22	Page 52 Form 6	Abstract of Eligible Assignments of the Applicant	We would request the authority to kindly allow other CA certificates which have been already made in past for other projects as it	The Appendix D shall be submitted duly certified by the statutory auditor.



Indian Ports Association

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			<p>requires extensive time, paperwork and preparation of documentation from CA/Statutory Auditor and as the details which are required for APPENDIX D have been already shown in the previous CA Certificates made in past.</p> <p>The CA certification will prove that the payment has been received in lieu of the project completion and all required project details can be cited like area, project cost, consultancy fee, start and completion date, scope of work covered etc.</p> <p>So, we request the authority to kindly allow other CA certificate instead of Mandatory to Form - 6. We can fill the details as required per Appendix D and support it with previous CA Certification. Kindly confirm on the same</p>	
23	Page 29 3.2 Detailed scope of services	<p>The objective is to increase the number of cruise calls as also the duration of stay of cruise vessels at ports. Specific issues of each port need to be assessed and measures to improve the situation must be spelt.</p> <p>It should cover non-major ports as well which have cruise tourism potential</p>	<p>The scope refers to study of issues at each port. We would like to confirm is this refers to major and minor ports both or is restricted to only the major ports.</p> <p>Does the IPA have any list of minor ports that have cruise tourism potential from any previous studied that might have been done?</p>	The study is limited to only major ports



Indian Ports Association

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24	Page 32 3.2 Detailed scope of services	Feasibility for development of ferry circuits across India, Sri Lanka, Thailand and Myanmar Feasibility of development of light houses as day excursions destinations for cruise passengers	It is imperative to understand that feasibility study referred to in here should be high level assessments only and not involve detailed parameters of a feasibility assessment such as financial and economic IRRs. Please confirm if our understanding is correct.	The studies shall cover all major ports separately and details such as financial and economic IRRs shall be submitted
25	Page 31 3.2 Detailed scope of services	Possibility of conducting workshops with relevant stakeholders involved in operations and impart knowledge of SOPs to them	We understand that conduct of such workshops will be limited to the selected government officials only – in consultation with IPA and one workshop will be required to be conducted. Please confirm of our understanding is correct.	Multiple workshops may have to be conducted and the participants will include all the stakeholders connected with the industry
26	Page 34 3.3.d Eligibility criteria	The Bidder should have completed at least three (3) cruise tourism related consultancy projects having minimum consultancy fee of INR 2 Cr.	We would like to highlight that tourism and more specifically cruise tourism has gained interest in last few years of India and is a nascent sector in terms of consultancy work. Stipulating a condition of minimum fee of INR 2 Cr. and that to specific to cruise tourism would be highly restrictive and would adversely impact the competition. It is thus requested that minimum fee threshold should be suitably reduced and projects from tourism / ports / inland waterways sector be permitted as eligible.	The bidder should have completed three (3) tourism related projects of which at least two (2) should be related to cruise tourism with each project having minimum consultancy fee of INR 2 Cr.



Indian Ports Association

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27	Page 36 3.3 Qualification Criteria	<p>Number of completed consultancy projects (completion certificate to be submitted)</p> <ol style="list-style-type: none"> 1) Minimum 3 completed projects with consultancy fee of at least INR 2.00 crores 2) For every additional project – 5 marks each subject to a maximum of 4 projects 3) For International projects – at least one project 4) For additional international projects – 5 mark each subject to a maximum of 4 projects 	<p>In furtherance to the above-mentioned reasoning in serial number 4, we would like to reiterate that eligible projects be expanded to include projects from tourism / ports / inland waterways consultancy projects from national / international geographies with reduced threshold value of INR 2 Cr.</p>	<p>The bidder should have completed three (3) tourism related projects of which at least two (2) should be related to cruise tourism with each project having minimum consultancy fee of INR 2 Cr.</p>
28	Page 34 3.3 Eligibility Criteria	<p><i>Team Leader cum Cruise Tourism Expert</i></p> <p>Management Graduate (MBA) with minimum of 15 years of professional experience in the tourism sector</p>	<p>We would like to highlight that professional with over 15 years of experience from different fields such as MBA / CA / Masters in Civil Engineering / M Tech / Masters in Planning and other equivalent field be also considered as eligible</p>	<p>Tender condition to prevail</p>
29	Page 35 3.3 Eligibility Criteria	<p><i>Infrastructure expert/port planning expert</i></p> <p>Masters in Infrastructure/Transport Planning with minimum 10 years of professional in development of port infrastructure</p>	<p>We would like to highlight that professional with over 10 years of experience with qualification of Graduation in Engineering (Mechanical / Marine / Civil / Electrical) and MBA / PG in Infrastructure or Transport Planning be also considered as eligible</p>	<p>The eligibility criteria for the Infrastructure/Port Planning expert shall be as follows:</p> <p>Masters in Infrastructure/ Transport Planning/ Civil/ Ocean Engineering with</p>



Indian Ports Association

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				minimum 10 years of professional in development of port infrastructure
30	Page 38 3.5 Timelines	The above timelines are exclusive of the time taken for the approval of documents at each stage and time taken for submission of bids by PPP operators	We would like to highlight the fact approval for PPP processes may be a cumbersome and time taking process which are not in control of the Consultant. The same should not be linked to the payment milestones for the Consultant. Request to remove this condition.	There is no PPP process involved in this assignment and this reference is a typographical error. The timelines stated in Clause 3.5 excludes the time taken for approval of document at each stage by IPA.
31	Page 37 CQCCBS Clause 1&2	Technical Bid Score: 70% Financial Bid Score: 30% Total Evaluated Score: 0.7 Ts + 0.3 Fs	This is a critical RFP for Cruise tourism promotion in major ports. 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. Few precedence for Govt/PSU RFPs for reference is specified below a) Ministry of Tourism G20 Program Management b) Maritime India Vision RFP by Ministry of Shipping	Tender condition to prevail



Indian Ports Association

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			<p>c) MoRTH Program management d) MoCI- Export Promotion</p> <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>	
32	Page 35 Qualification Criteria	Number of completed consultancy projects (completion certificate to be submitted)	<p>We have signed confidentiality agreements with our clients that limit our ability to disclose their names & the contracts / work orders with them.</p> <p>We shall be happy to disclose the same where we are legally permitted to; however, we request you to accept the self-certificate by MD instead of the work orders and completion certificates, with a description of client, without explicitly disclosing their names, the nature of services we performed for them, the duration of the project and the contract value. We can additionally submit CA certificate to ensure authenticity of information over and above MD self-certificate – this is similar to the documentary requirements required as per this RFP for the ongoing projects.</p>	<p>Ongoing projects shall be considered subject to the following conditions:</p> <ol style="list-style-type: none"> 1) At least 75% of the payment should have been received which shall be duly certified by the Chartered Accountant. 2) Other relevant documents including work order shall be submitted by the bidder <p>In case of completed works, it is necessary to submit work orders and the</p>



Indian Ports Association

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			<p>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</p> <p>b) SIPCOT's investment promotion and facilitation services for setting up a furniture hub</p> <p>c) Accelerating Investment in India RFP by Invest India</p> <p>d) Dairy sector strategy RFP by CII</p> <p>Kindly confirm.</p>	corresponding completion certificate
33	Page 36 3.3 Approach and Methodology	Approach & Methodology: 5 marks Technical presentation: 5 marks	<p>Approach & Methodology and Technical presentation provides an opportunity to the technical evaluation committee to thoroughly evaluate consultant & its proposed key personnel.</p> <p>Hence, we request to increase the marks awarded to Approach & Methodology and Technical presentation to 15 marks each.</p> <p>The norm for Approach & Methodology across Govt projects is to award 30-45 marks as specified in below projects.</p> <p>a) MoRTH Program management- 50 marks</p>	Tender condition to prevail



Indian Ports Association

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			b) AAI Cargo Strategy- 40 marks c) Telangana Mobility-55 marks d) MoCI Export Promotion- 55 marks Kindly confirm.	
34	NA	NA	Detailed case studies allow technical evaluation committee to evaluate consultant's approach and outcomes in similar context. We request to include 1 case study for providing tourism advisory, commercialization projects either in India or globally in the last five years - for 10 marks The same should be presented as part of the technical presentation. Few cases for reference are as specified below: a) Restructuring of DIC b) Punjab Agri Advisory Support Kindly confirm.	Tender condition to prevail
35	Page 35,36 3.3.e Qualification Criteria	Number of completed consultancy projects (completion certificate to be submitted) i) Minimum 3 completed projects with consultancy fee of at least INR 2.00 crores	We request Authority to modify the following clause.	Tender condition to prevail



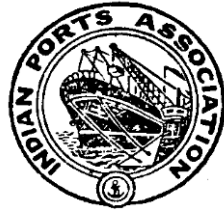
Indian Ports Association

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		ii) For every additional project – 5 marks each subject to a maximum of 4 projects iii) For International projects – at least one project iv) For additional international projects – 5 mark each subject to a maximum of 4 projects	Number of completed consultancy projects (completion certificate/work order/ other supporting documents to be submitted) Minimum 3 completed projects with consultancy fee of at least INR 2.00 crores For every additional project – 5 marks each subject to a maximum of 4 projects For International projects – at least one project For additional international projects – 5 mark each subject to a maximum of 4 projects	
36	Page 34 3.3.e Qualification Criteria	<i>Team Leader cum Cruise Tourism Expert</i> Management Graduate (MBA) with minimum of 15 years of professional experience in the tourism sector. Must have relevant experience in Cruise tourism sector with an exposure of international assignments in similar domain.	We request Authority to modify the following clause. Management Graduate (MBA)/Master's in Planning with minimum of 15 years of professional experience in the tourism sector. Must have relevant experience in Cruise tourism sector with an exposure of international assignments in similar domain.	Tender condition to prevail
37	Page 35 3.3.e	Qualification – 3 Project Adequacy- 3 International assignment - 1 Qualification – 60% Project adequacy – 25% International assignment – 15%	We request Authority to provide clarity on definition of 'Project Adequacy'.	The project adequacy has been indicated as experience required in the table on Page 34/35
38	Page 35 3.3.e	MBA with specialization in marketing with minimum 10 years of experience in marketing	We request Authority to provide clarity on the role of marketing expert and its requirement.	The responsibility of the marketing expert has been mentioned at Page 35



Indian Ports Association

Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA												
		plans of tourism projects, branding and promotion of tourism products														
39	Page 38 3.5 A	A. PENALTY FOR DELAYS: If the consultant fails to complete the assignment as per timelines specified above, a penalty @ 0.2% of the remuneration payable per day shall be imposed, subject to the maximum of 10% of the cost of the professional fee. Penalty will be applicable for each milestone. However, in case the loss time is made up in the subsequent milestones by the TA penalty charged can be proportionately reversed. In case, the consultant fails to complete the work even after delaying the work beyond one month as per timelines specified, IPA reserves the right to get the remaining work executed at the risk and cost of the consultant. In addition, penal action in the shape of forfeiting of Performance Security shall be taken against the TA	We request the authority to delete the following clause: A. PENALTY FOR DELAYS: If the consultant fails to complete the assignment as per timelines specified above, a penalty @ 0.2% of the remuneration payable per day shall be imposed, subject to the maximum of 10% of the cost of the professional fee. Penalty will be applicable for each milestone. However, in case the loss time is made up in the subsequent milestones by the TA penalty charged can be proportionately reversed. In case, the consultant fails to complete the work even after delaying the work beyond one month as per timelines specified, IPA reserves the right to get the remaining work executed at the risk and cost of the consultant. In addition, penal action in the shape of forfeiting of Performance Security shall be taken against the TA.	Tender condition to prevail												
40	Page 38 3.5	<table border="1"> <thead> <tr> <th>Description</th> <th>Indicative Timelines (months)</th> <th>Fee payable upon approval of report</th> </tr> </thead> <tbody> <tr> <td></td> <td>T- Consultancy Agreement Date</td> <td></td> </tr> </tbody> </table>	Description	Indicative Timelines (months)	Fee payable upon approval of report		T- Consultancy Agreement Date		We request Authority to modify the following clause <table border="1"> <thead> <tr> <th>Description</th> <th>Indicative Timelines (months)</th> <th>Fee payable upon approval of report</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Description	Indicative Timelines (months)	Fee payable upon approval of report				The timeline has been revised as below: Submission of Inception Report – T+1 month Submission of Draft report - T+3 months.
Description	Indicative Timelines (months)	Fee payable upon approval of report														
	T- Consultancy Agreement Date															
Description	Indicative Timelines (months)	Fee payable upon approval of report														



Indian Ports Association

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		Submission of Inception Report	T + 1	10%		T- Consultancy Agreement Date		Submission of Final report - T+3.5 months The percentage of fee payable on the approval of the report at each stage, shall remain unchanged
		Submission of draft report	T + 2.5	30%	Submission of Inception Report	T + 1	20%	
		Submission of Final Report	T + 3	60%	Submission of draft report	T + 2.5	50%	
					Submission of Final Report	T + 3	30%	
41	Page 29 -33 Detailed scope of Service				We request Authority to provide clarity on the below aspects: 1. Clarity on the key expected outcomes of the assignment 2. Deliverable wise schedule w.r.t detailed scope of services 3. Total Project duration			1. Please refer the scope of Work in the RFP 2. The deliverable timeline is indicated above 3. Total project duration – 3.5 months (this excludes the time taken for approval of document at each stage by IPA)
42	Page 23 2.25	<p><i>Indemnity</i></p> <p>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.</p>			<p>We request the authority to delete the following clause: 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</p>			Tender condition to prevail



Indian Ports Association

Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
			indemnity bond has to be signed by the selected Applicant for this purpose.	
43	Page 28 2.30.12	IPA reserves the right to monitor/ assess the progress/ performance at any time during 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 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.	<p>We request the authority to modify the following clause:</p> <p>IPA reserves the right to monitor/ assess the progress/ performance at any time during 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 document, data, material or any other information required to assess the progress of the project.</p> <p>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.</p>	Tender condition to prevail



Indian Ports Association

Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
			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.	
44	Page 27 2.30.9	The Consultant may apply to the Managing Director, IPA for the appointment of the Arbitrator in the event of any dispute /difference. On receipt of such request, it shall be lawful for IPA to appoint an Arbitrator to adjudicate upon the dispute/differences. The Arbitrator so appointed shall enter upon reference and decide the dispute in accordance with The Arbitration & Conciliation Act, 2015 including amendments. Place of arbitration shall be New Delhi.	We request the authority to modify the following clause: The Consultant and may apply to the Managing Director, IPA may choose for the appointment of the Arbitrator in the event of any dispute/difference by mutual consent . On receipt of such request, it shall be lawful for IPA to appoint an Arbitrator to adjudicate upon the dispute/differences. The Arbitrator so appointed shall enter upon reference and decide the dispute in accordance with The Arbitration & Conciliation Act, 2015 including amendments. Place of arbitration shall be New Delhi	The arbitration will be in accordance with The Arbitration & Conciliation Act, 1996 as amended from time to time.
45	Page 23 2.29	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 are to treat all information as strictly confidential. IPA will not return any Proposal or any information	We request the authority to modify the following clause: 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.	Tender condition to prevail



Indian Ports Association

Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
		<p>related thereto. 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.</p>	<p><u>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 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.</u></p> <p>IPA will not return any Proposal or any information related thereto. 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.</p> <p><u>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.</u></p>	



Indian Ports Association

Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
			<u>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).</u>	
46	Page 26 2.30.7	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	We request the authority to modify the following clause: 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	Tender condition to prevail
47	Page 27 2.30.10	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. 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	We request the authority to modify the following clause: 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. The bidder or IPA shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to	Tender condition to prevail



Indian Ports Association

Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
		relating to indemnity, confidentiality survive termination of the contract.	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.	
48	Page 25 2.30.4	d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.	We request the authority to modify the following clause: d. <i>Limitation of Liability</i> - In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other IPA hereunder or in under any circumstances relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement	Tender condition to prevail
49	Page 26 2.30.6	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: i. IPA is in material breach of its obligations pursuant to this Agreement and has	We request the authority to modify the following clause: 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:	Tender condition to prevail



Indian Ports Association

Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
		<p>not remedied the same within forty- five (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; or</p>	<p>i. IPA is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty- five (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; or</p> <p><u>(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.</u></p>	
50	Page 46 Clause 12 of Form 1	I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IPA [and/ or the Government of India] in connection with the selection of consultant or in connection with the Selection Process itself in respect of the above-mentioned Project	<p>The clause seems to be in restraint of legal proceedings under the Indian Contract Act, 1872. We request the authority to modify the following clause:</p> <p>I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IPA [and/ or the</p>	Tender condition to prevail



Indian Ports Association

Sno	Page/ Clause	Clause in RFP	Clarification sought/ Change Requested	Clarification by IPA
			Government of India] in connection with the selection of consultant or in connection with the Selection Process itself in respect of the above-mentioned Project	
51	Page 46 Clause 16 of Form 1	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 the authority to delete this clause: 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.	Tender condition to prevail
52	New Clause Requested		We request the authority to include this clause: 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.	This clause cannot be included