

IPA	RFP for Law Firms – Maritime Law & Allied Matters	Ref no :IPA/MSD/ICTD/Law Firms/2015
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Sr No	Reference Clause No	Clarification Particulars		Question	Clarification
		Clause	Orgn		
1	Page 6	Clause 1	<b>The Law Point</b>	The definition of “Consultant” in terms of Clause 1 (Section 1, page 6) includes categories of companies/agencies as well. However, the scope of work described in the Terms of Reference at Section 2 cannot be undertaken by any of these entities as per the prevalent laws in India. It is suggested that the ambit of the term “Consultant” be restricted to Law Firms alone and if required, “Law Firms” be defined separately.	Definition of “Consultant” shall be read as  “Consultant” means any Law firm who submit their proposal for legal services that they may provide to the Employer under the contract.  Please refer to Addendum No-1
2			<b>The Law Point</b>	If empanelled, will a branch (at a different location) of the firm be eligible to undertake assignments from the Employer? If not, what is the procedure to be adopted for empanelment of branch offices located in different regions? The idea is to have the firm along with its branch offices empanelled for taking on assignments at the location of the head office as well as the branch offices.	As a single point of contact, Head office shall be considered for all correspondence/contract obligations.  Branch office will be considered for interacting, allocating of resources & executing the assignment at local office of employer. Therefore, address and contact person of each branch shall be provided in proposal.
3	Page 39		<b>The Law Point</b>	The Schedule of Fees states that for Out Station visits, the rates mentioned in the Schedule of Fees shall be taken as daily rates. Does this mean that an hourly rate for the entire duration of the out station visit will apply? What is meant by “ <i>Rate mentioned above will be paid as daily</i> ”	Hourly rate will not be appropriate for outstation assignments involving a whole day or more or substantial part of a day. The Law Firm /Consultant should separately

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				rate” (Page 39)? It may be pointed out that a lawyer going to an outstation forum may spend an entire day for one particular matter while at the Headquarter, the lawyer may be able to handle multiple matters on the same day.	indicate daily rates for such situations.
4	Page 19		<b>The Law Point</b>	There is a difference in the definition of ‘identical cases’ (Page 19) [ <i>emphasis on the words “...provided all cases are heard together”</i> ] and ‘Similar matters’ (Page 39). Which is the correct definition? Would it mean that for a case to be identical, it has to be heard at the same time as the first case or it has to be tagged along with the first case? The idea of linked cases being treated on a concessional basis is that they are all heard together; otherwise they should be treated as separate cases.	Please refer to the Addendum No 1.
5	Page 23	Clause 6 (Section 2 )	<b>The Law Point</b>	The eligibility criteria at Clause 6 (Section 2, page 23) states that the empanelment with a major port will be an added advantage. In terms of the RFP document, all major ports are ‘Employers’. Any firm empanelled with a major port would have had some experience related to the assignments contemplated in the RFP. Would this be an ‘unfair advantage’ in terms of clause 6 or a ‘conflict of interest’ in terms of Clause 5 (Pages 11 and 10, respectively)?	Empanelment with a major port will be an added advantage in experience.

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6	Page 14	Clause 12 (Section 1)	<b>The Law Point</b>	An Earnest Money Deposit (EMD) is required to be submitted along with the bid proposal and the same is required to be retained upon empanelment in terms of Clause 12 (Section 1, page 14). This is not a common practice for law firms as no advance payment would be made by the Employer. Invoices/Bills by Law Firms are raised upon completion of any service rendered. If the Employer so believes the service to be incomplete, the Employer need not make such payment and an appropriate forum may be approached for misconduct, etc. The EMD, if at all required to be submitted, should be refundable to the Consultant upon empanelment.	Please refer to the Addendum No 1.
7		Section 1 (b)	Asa Law firm	The words ‘Companies’ & ‘Agencies’ should be struck out as these words are irrelevant in Indian context because companies and agencies cannot practice as legal entity in India.	Definition of “Consultant” shall be read as  “Consultant” means any Law firm who submit their proposal for legal services that they may provide to the Employer under the contract.  Please refer to Addendum No-1
8		Section 1 (b)	Asa Law firm	The word “ <i>Interested</i> ” should be struck out as it is irrelevant because it is implied that all the interested parties shall submit their proposals only.	Definition of “Consultant” shall be read as  “Consultant” means any Law firm who submit their proposal for legal services that they may provide to the Employer under

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					the contract.  Please refer to Addendum No-1
9		Section 1 (b)	Asa Law firm	Term <b>“Law Firm”</b> is not clear and it should be included after the Definition of “Consultant”. <i>“Law Firm” shall mean the Firm/ Entity being the Partnership, LLP Or Proprietorship Firms excluding individual Advocate/s.</i>	<i>“Law Firm” means shall mean the Firm/ Entity being the Partnership, LLP Or Proprietorship Firms excluding individual Advocate/s.</i>  Please refer to Addendum No -1
10		<b>Section 12.1(i)</b>	Asa Law firm	This <i>EMD</i> should be treated as refundable security and shall be returned to the successful bidder after completion of the bidding procedure.	Please refer to Addendum No -1
11		<b>12.3</b>	Asa Law firm	EMD should not be retained as performance security because <i>“Performance security” is commonly used in the contract for construction and development securing completion of work involving Advance money given by the Employer.</i> In empanelment where professional services are being rendered without any advance money is unheard of and as such the requirement of Performance security needs to be deleted.	Please refer to Addendum No -1.
12		<b>TOR Part-II Clause 6 (e)</b>	Asa Law firm	The Law Firm should hold Tan Number and attach a copy of Service Tax registration no/ exemption provisions and I.T. Returns for the last 3 Assessment Years starting from 2011-12.	Clause 6 (e) shall be read as The Law Firm should hold TAN Number and Service tax registration number (Attach a copy of TAN & Service Tax registration no, exemption provisions and I.T. Returns for

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					the last 3 Assessment Years starting from 2011-12.)  Please refer to Addendum No -1.
13		<b>TOR Part-II Clause 6 (d)</b>	Asa Law firm	In order to have healthy competition amongst the equals and to strike out the lowly placed Law Firms we suggest the following rephrasing of the clause:- <i>The Law Firm should have minimum annual turn over of Rupees two crore from legal services in each of the past 3 years i.e 2011-12, 2012-13 and 2013-14</i>	Clause remains unchanged