

IPA	RFP for Law Firms – PPP project	Ref no :IPA/MSD/EDP/Law Firms/2015
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Sr No	Reference Clause No	Clarification Particulars		Question	Clarification
		Clause	Orgn		
1		FP-2	<b>The Law Point</b>	What would be the Schedule of Fees, considering that there would be no court appearances in terms of this document? Will an hourly rate be applicable for all the assignments?	The Schedule of Fees shall be on hourly basis. Please refer to Note-1 of Form FP-2
2		FP-2	<b>The Law Point</b>	If a partner, a senior associate and a junior associate, each invests time for drafting of document, would the total fee be equivalent to the total hours invested by each of these people multiplied by their respective hourly rate?	Please refer to the Note-I of form FP-2, which states “Firm have to submit the estimate of time of each category of legal resources to be utilized and should commence the work after receipt of prior approval. “
3	Page 45	Schedule of Payment	<b>The Law Point</b>	Note (ii) of the Schedule of Fees talks about ‘similar matters’. Would drafting of documents of a similar nature fall under this category? Will this clause be applicable in terms of the RFP document (Page 45)?	Drafting of documents of similar nature will be considered as ‘similar matters.’ Involving common question of law and/or facts.
4	Section 1, page 11	Clause 3	<b>The Law Point</b>	Can a Law Firm submit two separate proposals, one by itself and one as a sub-consultant to / in consortium with a professional consultancy firm, in terms of Clause 3 (Section 1, page 8) read with Clause 7 (Section 1, page 11)?	Please refer to clause 7 .1
5		Schedule of Payment	<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 “Rate mentioned above will be paid as daily rate” (Page	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

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				45)? 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.	should separately indicate daily rates for such situations.
6		General	<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.	It shall be open to the employer to utilize the services of the head office and eligible branches of the empaneled firms. There shall be no separate empanelment of branches.
7	Page 22	Clause 6	<b>The Law Point</b>	The eligibility criteria at Clause 6 (Section 2, page 22) 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/Engagement with a major port will be an added advantage in experience
8	Page 14	Clause 12		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	Please refer to the Addendum No 1.

				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 re fundable to the Consultant upon empanelment	
9		Section 1 (b)	Asa Law Firm	<p>The words ‘Companies’ &amp; ‘Agencies’ should be struck out as these words are irrelevant in Indian context because companies and agencies cannot practice as legal entity in India.</p> <p>The word “<b>Interested</b>” should be struck out as it is irrelevant because it is implied that all the interested parties shall submit their proposals only</p> <p>Term “<b>Law Firm</b>” is not clear and it should be included after the Definition of “Consultant”.</p> <p><i>“Law Firm” shall mean the Firm/ Entity being the Partnership, LLP Or Proprietorship Firms excluding individual Advocate/s.</i></p>	<p>Definition of “Consultant” shall be read as</p> <p>“Consultant” means any Law firm who submit their proposal for legal services that they may provide to the Employer under the contract.</p> <p><i>“Law Firm” means shall mean the Firm/ Entity being the Partnership, LLP Or Proprietorship Firms excluding individual Advocate/s.</i></p> <p>Please refer to the Addendum No 1.</p>
10		Section 12.1(i)	Asa Law Firm	This EMD should be treated as refundable security and shall be returned to the successful bidder after completion of the bidding procedure.	Please refer to the Addendum No 1.

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11		12.3	Asa Law Firm	EMD should not be retained as performance security because “Performance security” is commonly used in the contract for construction and development securing completion of work involving Advance money given by the Employer. 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 the Addendum No 1.
12		TOR Part-II Clause 6 (d)	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 (d) 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 the last 3 Assessment Years starting from 2011-12.)  Please refer to the Addendum No 1.
13		TOR Part-II Clause 6 (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:-  The Firm shall have received a minimum of Rupees Two Crore per annum as professional fee during each of the financial years i.e 2011-12, 2012-13 and 2013-14.....	Clause remains unchanged

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14		1 (b) of Section 1	Pary & Co Chartering Accounts	<p>As per this clause our understanding is as follows: Any Company/agency who have required experience and fulfil the Technical &amp; Financial Capacity as per this RFP document along with Legal firm as consortium member can be an Applicant/Bidder in response to this RFP.</p> <p>Please clarify and accordingly replace the word “Legal Firm” with “Consultant” wherever appears in this RFP document including heading of this RFP.</p>	<p>Definition of “Consultant” shall be read as</p> <p>“Consultant” means any Law firm who submit their proposal for legal services that they may provide to the Employer under the contract.</p> <p><i>“Law Firm” means shall mean the Firm/ Entity being the Partnership, LLP Or Proprietorship Firms excluding individual Advocate/s.</i></p> <p>Please refer to the Addendum No 1.</p>
15		3 of Section 1	Pary & Co Chartering Accounts	Please specify the maximum number of Consultants in one Consortium?	No limit. However, lead member shall be indicated
16		8.4 ( c) of Section 1	Pary & Co Chartering Accounts	The word “firm” should be replaced with “Consultant” to make it in line with other clauses of 8.4, where the word “Consultant” has been mentioned.	In clause 8.4(c ), the word “firm” shall be read as “Consultant”,
17		14.5 of Section 1	Pary & Co Chartering Accounts	The word “Shell” should be replaced with “Shall”.	In clause 14.5, the word “Shell” shall be read as “Shall”.

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18		1.1 of Part-I of Section 2	Pary & Co Chartering Accounts	<p>As per the definition given in clause 1 (b) of Section-1 of this RFP document, the “Consultant” means any interested Law firms/companies/agencies who submit their proposals for legal services that they may provide to the Employer under the Contract.</p> <p>Hence, this clause should be in synchronization of Clause 1 (b) of Section 1 and also entire Section-1, as entire RFP documents has to be read and understood in totality and therefore this clause should be amended in the following manner: “Duties of the Law firms/companies/agencies”</p>	<p>Definition of “Consultant” shall be read as</p> <p>“Consultant” means any Law firm who submit their proposal for legal services that they may provide to the Employer under the contract.</p> <p><i>“Law Firm” means shall mean the Firm/ Entity being the Partnership, LLP Or Proprietorship Firms excluding individual Advocate/s.</i></p> <p>Please refer to the Addendum No 1.</p>
19		6 (a) of Part-II of Section 2	Pary & Co Chartering Accounts	<p>It seems that due to oversight the Experience of Law firm is not matched with the Scope of work.</p> <p>Requirement as per scope of work is Review, Drafting of draft PPP agreements or Concession agreement and participation in discussion with stakeholders, whereas Experience has been required in dealing cases.</p> <p>Therefore, to make this clause in line with the Scope of work and definition of Consultant, we are of the opinion that this clause should be amended and re-drafted as follows:</p>	Clause remains unchanged

				<p>“Law Firm/Law Firm as a consortium member of Consultant should have minimum five years’ experience in the field of all the matters as defined in clause 1.1. of Part-I of Section 2 under the heading of Scope of work”.</p> <p>This amendment is required for a clear understanding &amp; Synchronization of scope of work with Experience of Law Firm required.</p>	
20		6 (b) of Part-II of Section 2	Pary & Co Chartering Accounts	The word “process” should be replaced with the word “possess”.	In clause 6(b), the word “process” shall be read as “possess”.
21		6 (d) of Part-II of Section 2	Pary & Co Chartering Accounts	<p>This clause should be amended in view of definition of “Consultant” as given in clause 1 (b) of Section 1 and should be re-drafted as follow:</p> <p>“Law firm/Consultant should hold a valid PAN and Service tax registration number. (Attach Photostat copies.)”</p>	<p>Clause 6 (d) shall be read as The Law Firm should hold TAN Number and Service tax registration number (Attach a copy of TAN &amp; Service Tax registration no, exemption provisions and I.T. Returns for the last 3 Assessment Years starting from 2011-12.)</p> <p>Please refer to the Addendum No 1.</p>
22		6 (e) of Part-II of Section 2	Pary & Co Chartering Accounts	This clause should be amended in view of definition of “Consultant” as given in clause 1 (b) of Section 1 read in conjunction with the requirement of clause 6 (g) of Section 2, where the requirement is “Eligible Assignment undertaken”	Clause remains unchanged

				and therefore it should be re-drafted as follow:  “The Law Firms/Consultant should have been empanelled/undertaken the work as per Scope of Work, at least in three(3) Government Departments /PSUs/Banks. (Documentary Evidence for the same needs to be enclosed.). Empanelment with any Major Ports will be of added advantage.	
23		6 (f) of Part-II of Section 2	Pary & Co Chartering Accounts	This clause should be amended in view of definition of “Consultant” as given in clause 1 (b) of Section 1 and should be re-drafted as follow:  The Law Firms/Consultant shouldn’t have been black listed/debarred by any institution of the Central or State Government or PSU in the last 3 years. (Attach a self-certificate.)	Clause remains unchanged
24		6 (g) of Part-II of Section 2	Pary & Co Chartering Accounts	As the word Applicant” and “Firm” have not been defined in this RFP document, therefore we understood that it has same meaning as given for “Consultant” as per clause I (b) of Section 1 of this RFP document.Please clarify.  Further, the word “Firm” should be replaced with “Consultant” because as per clause 3.1 of Section-1 of this RFP document:  “The combined score of the each member of the consortium of consultant shall be taken into account for evaluation purpose.”  Therefore, to give weightage to the assignments	Clause remains unchanged



				undertaken by each member of Consortium, this amendment is desired.	
25		7 (i) of Part-II of Section 2	Pary & Co Chartering Accounts	<p>As the requirement of engagement letter is given in this clause therefore the word “Work undertaken” should be inserted and further to draft it in line with the definition of “consultant” as per clause 1 (b) of section 1, this clause should be re-drafted as follows:</p> <p>A certificate by Partner of Consultant confirming the empanelment of the consultant or work undertaken by Consultant with Govt./Banks/PSU, giving names of organisations, period of empanelment/work undertaken and specific area of expertise for which empaneled/work awarded along with documentary proof like letter of empanelment(LOE)/ engagement letter from client.</p>	Engagement letter from client may be considered as Documentary proof of work undertaken from client.
26		9 (v.) Section 2	Pary & Co Chartering Accounts	<p>The requirement of only “Empanelment” should be amendment and weightage should also be given to the “Work undertaken” in view of clause 6 (g) of Section 2, where the requirement is “Eligible Assignment undertaken”, Further, as per clause 7.1 of Section-2, where the requirement of submission of engagement letter from client has been given specifically.</p> <p>Therefore, keeping in view the above clauses and to make this requirement in line with these clauses the clause should be re-drafted as follows:</p>	<p>Under clause 9(v), 1.2 shall be read as Work undertaken/ Empanelment with Port for eligible assignment.</p> <p>Please refer to the Addendum No 1.</p>

				<p>Empanelment/ Work undertaken with Port for eligible assignment (Max Marks – 5)</p> <ul style="list-style-type: none"> <li>• Major Ports (5 Marks)</li> <li>• Other Ports (3 Marks)</li> </ul> <p>Further, the reason for this amendment sought is that actual work done should have given due weightage as only the Empanelment does not mean that Consultant has actually undertaken the assignment.</p>	
27		9 (v) of Section 2	Pary & Co Chartering Accounts	<p>The Scope of work as given in Section 2 of this RFP inter-alia includes drafting of PPP Agreements or concession agreements and as in the said agreements there are various clauses consisting of financial aspects such as Total Project Cost, Performance Security, etc. which can be assessed by preparing the financial modeling and therefore there should be involvement of financial expert like CAs/MBA (Finance) etc. for the assignments for which Legal Experts alone are not sufficient as they don't have domain knowledge of financial aspects.</p> <p>Hence, the team should also include 1 (one) "Financial Expert" such as CAs/MBA(Finance), etc. having requisite experience of drafting of PPP agreements or concession agreements.</p> <p>Therefore, it is suggested that the requirement of Team as mentioned in this RFP Document should be amended to include the Financial Expert also.</p>	Clause remains unchanged

28		9 (v) of Section 2	Pary & Co Chartering Accounts	<div>As per our understanding the total score For Past relevant experience of the Consultant in last three years is 70, which is further sub-divided as follows:</div> <table><tr><td>1,1 Basis of marks sub-divided</td><td>Max. marks</td></tr><tr><td>1,2 Past relevant experience of consultancy in terms of no. of eligible assignments</td><td>50</td></tr><tr><td>Empanelment with Port for eligible assignment</td><td>5</td></tr><tr><td>1.3 Comparative size and quality of Eligible Assignment</td><td>10</td></tr><tr><td>1.4 Other Similar work in the infrastructure Sectors</td><td>5</td></tr><tr><td>Total</td><td>70</td></tr></table> <div>Please clarify that how 10 marks has been allocated for Total number of Eligible assignments, if we have 5 assignment under combination A(i) and/or B(i) and 7 assignment under Combination A(ii) and/or B(ii) and 4 assignment under combination A(iii) and/or B(iii)?</div>	1,1 Basis of marks sub-divided	Max. marks	1,2 Past relevant experience of consultancy in terms of no. of eligible assignments	50	Empanelment with Port for eligible assignment	5	1.3 Comparative size and quality of Eligible Assignment	10	1.4 Other Similar work in the infrastructure Sectors	5	Total	70	<div>For each combination, total number of Eligible assignments shall be 15.</div> <div>The total marks will be given as 5 or 8 or 10.</div>
1,1 Basis of marks sub-divided	Max. marks																
1,2 Past relevant experience of consultancy in terms of no. of eligible assignments	50																
Empanelment with Port for eligible assignment	5																
1.3 Comparative size and quality of Eligible Assignment	10																
1.4 Other Similar work in the infrastructure Sectors	5																
Total	70																
29		10.1 of Section 2	Pary & Co Chartering Accounts	In view of definition of Consultant as per clause 1 (b) of Section 1, please replace the word “Law Firm” with “Consultant”	Clause remains unchanged												

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30		10.2 of Section 2	Pary & Co Chartering Accounts	In view of definition of Consultant as per clause 1 (b) of Section 1, please replace the word “Law Firm” with “Consultant”	Clause remains unchanged
31		11 of Section 2	Pary & Co Chartering Accounts	It is requested that the maximum penalty should be restricted to 20% of the fee instead of 50% of fee, keeping in view of the law of natural justice and other prevailing best market practice in other Govt. assignments of consultancy.	Clause remains unchanged
32		12 of Section 2	Pary & Co Chartering Accounts	There should be some cap on the amount of penalty in line with the clause 11 which could be imposed as maximum liquidated damages. Therefore, we request for the modification in the clause as follows:  “In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one percent) 2.5% (two point five percent) of the assignment value per day subject to maximum of 10% of the assignment value and shall be recovered from the payment due to the Legal Advisor for that assignment. However, in case of delay due to reasons beyond the control of the Law Firm, suitable extension of time shall be granted.”	Clause remains unchanged
33		13 (vii) of Section 2	Pary & Co Chartering Accounts	As the clause 1 (b) of Section 1, Consulting means any Law firm/company/agency, therefore, we understood that a partnership firm registered under The Chartered Accountants Act, 1949 is considered as registered under relevant Laws/Acts of the country. Please clarify.	Clause remains unchanged

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34	Page 34	Schedule -I	Pary & Co Chartering Accounts	<p>You are requested to amend this clause in view of definition given in clause 1 (b) of Section 1, where the Consultant means any Law firm/company/agency.</p> <p>Therefore the heading of this section to be amended in the following manner:</p> <p>Terms of Reference for Engagement of Law Firm/Company/Agency</p>	Clause remains unchanged
35		1 to 8 of Schedule-I	Pary & Co Chartering Accounts	<p>We understood that the “firm” means “Consultant” as defined under clause 1 (b) of Section 1 of this RFP document. Please clarify.</p> <p>Therefore, accordingly the word firm should be replaced with “Consultant”</p>	Clause remains unchanged
35		9 of Schedule-I	Pary & Co Chartering Accounts	<p>We understood that the “Legal Advisor” means “Consultant” as defined under clause 1(b) of Section 1 of this RFP document. Please clarify.</p> <p>Therefore, accordingly the word “Legal Advisor” should be replaced with “Consultant”</p>	Clause remains unchanged

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37		9 of Schedule-I	Pary & Co Chartering Accounts	<p>Please clarify that whether this 7 days would be treated as basis for the purpose of penalty as mentioned in clause-12 of Section 2?</p> <p>Also clarify that what is the meaning of Category-A, B, C &amp; D.</p> <p>Further, we understood that the presentation and discussion(This) may take about two hours for category A assignments and one, four and eight hours for Categories B, C and D respectively.</p> <p>You are requested to amend the words "within 7 working days of receiving the assignment" with "within 7 working days of receiving documents and relevant information from Employer" to make it fair to the consultant, because practically there is a gap of few days in arranging the documents and relevant information even after receiving the assignment.</p>	<p>Categories are defined as follows:</p> <p>Category A : Draft concession agreement based on a model concession agreement.</p> <p>Category B: for repeat proposal of Category A</p> <p>Category C: For draft concession agreement not based on any sector specific model concession agreement</p> <p>Category D: For draft concession agreement in a new sector or on a new model.</p> <p>No other changes in the para. A Note has been added in Schedule –I defining the categories.</p>
38		1 of Section 3 (Pg. 36)	Pary & Co Chartering Accounts	You are requested to replace the word "firm/Organisation" with the word "Consultant" in view of definition given in clause 1 (b) of Section 1, where the Consultant means any Law firm/company/agency.	Clause remains unchanged

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39		TP-1 (Pg. 37)	Pary & Co Chartering Accounts	You are requested to replace the word “Law Firms” with the word “Consultant” in view of definition given in clause 1 (b) of Section 1, where the Consultant means any Law firm/company/agency.	Clause remains unchanged
40		TP-2	Pary & Co Chartering Accounts	You are requested to replace the word “Firm” with the word “Consultant” in view of heading of this form and definition given in clause 1 (b) of Section 1, where the Consultant means any Law firm/company/agency.	Clause remains unchanged
41		TP-2	Pary & Co Chartering Accounts	You are requested to replace the word “Firm” with the word “Consultant” in view of heading of this form and definition given in clause 1 (b) of Section 1, where the Consultant means any Law firm/company/agency.	Clause remains unchanged
42		TP- 2A	Pary & Co Chartering Accounts	<p>You are requested to replace the word “Firm” with the word “Consultant” in view of heading of TP-1 and definition given in clause 1 (b) of Section 1, where the Consultant means any Law firm/company/agency.</p> <p>Each form should be consistent with other forms as given in the RFP documents to remove the ambiguity before filing the response by the bidders.</p>	Clause remains unchanged
43		FP-2	Pary & Co Chartering Accounts	<p>There are two types of services mentioned in this form against which Consultant has to quote their fees, namely:</p> <p>Conference/Opinion/Desk work/study; and Appearance in Courts</p>	Clause remains unchanged

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				<p>Please note that these two services are not as per the scope of work as mentioned under Part-I of Section-2 and Schedule-I (Terms of Reference for Engagement of Law Firm) of this RFP document.</p> <p>Therefore it should be amended accordingly along with Notes and incorporate only those services for which this RFP has been called for.</p> <p>Further, as per the normal practice in this kind of assignment the fee to be quoted “per document” instead of “Fee per hour”.</p> <p>Please clarify and look into this matter, as it has a great impact on the outcome of this RFP and selection process.</p>	
44		Notes- iii. of FP-2	Pary & Co Chartering Accounts	<p>Please clarify the meaning of word “clerkage” and replace the word “lime” with “like”.</p> <p>Further, as the jurisdiction of court as per clause (vi) of clause 13 of Section 2 of this RFP document is “Delhi/New Delhi”, therefore Mumbai-JNPT-Navi Mumbai should be considered as city out of Head Quarter of Consultant.</p>	<p>Clerkage means charge levied for the clerical work rendered</p> <p>Under Notes – III of FP-2, word “lime” shall be read as “like</p> <p>Notes iii, shall be read as follows:</p> <p>No local transport cost, clerakage, typing, cost of stationary, telephone expenses, etc will be allowed besides the above fee. Travel in twin cities like Mumbai-JNPT-Navi Mumbai or Delhi-New Delhi-NCR shall be</p>



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					considered as local.  Please refer to the Addendum No 1.
45		Notes- iv. of FP-2	Pary & Co Chartering Accounts	<p>As the word “Employers” has been used in this clause, therefore, to clear the ambiguity you are requested to clarify that who will bear the cost of such engagements (i.e. the Ministry of Shipping, Government of India/ IPA /Major Ports)?</p> <p>Because as per definition given under clause 1 (a) of Section-1 of this RFP document, “Employer” means:</p> <p>“the Ministry of Shipping, Government of India/ IPA /Major Ports which has invited the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.”</p> <p>To remove the ambiguity it is suggested that the word “Employers” should be replaced with “Employer”</p>	<p>Under Notes – iv of In FP-2 form, the word “Employers” shall be read as “Employer”</p> <p>Please refer to the Addendum No 1.</p>
46		(Notes- v. of FP-2) Taxes like VAT, Service Tax, as applicable, shall be paid by the <b>employers</b> in	Pary & Co Chartering Accounts	<p>As the word “Employers” has been used in this clause, therefore, to clear the ambiguity you are requested to clarify that who will bear the cost of such engagements (i.e. the Ministry of Shipping, Government of India/ IPA /Major Ports)?</p> <p>To remove the ambiguity it is suggested that the</p>	<p>Under Notes – v of In FP-2 form, the word “Employers” shall be read as “Employer”</p> <p>Please refer to the Addendum No 1.</p>

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		addition to the above schedule.		word “Employers” should be replaced with “Employer”	
47		General	Pary & Co Chartering Accounts	Please clarify that to whom the Consultant is liable to report, whether it is the Ministry of Shipping, Government of India/ IPA /Major Ports which has invited the bids for consultancy services?	Empanelment will be used by Ministry of Shipping, Government of India/ IPA /Major Ports
48		General	Pary & Co Chartering Accounts	You are requested to provide the copy of draft agreement which is to be entered into between the “Employer” and “Consultant”.	Draft agreement will be made available after the empanelment.
49		Scope of work/Schedule-I	Rajani, Singhania & Partners	As per Section (Terms of Reference, Part I : Objectives and Scope of Services), the duties of the Law Firm has been mentioned in Paragraph I (Scope of work which is limited to review of the existing PPP/Concession Agreements, legal Opinions and proposals for amendment, drafting of agreements, MOUS, tender documents, RTI queries, legal notice, etc. While the scope of work is limited to what is mentioned in Paragraph I of Section2, the form FP-2 (schedule of Fees) relates to inter-alia appearance in courts as well.	Under Schedule – I of Section 2 : Terms of Reference for Engagement of Law Firm, three para’s have been added.  Please refer to the Addendum No 1.