

Queries for RFP for Appointment of consultant for “Transforming Indian Major Ports to drive sustainable Profit Improvement “

Sl. No.	Reference in RFP	Queries	Clarification
THE BOSTON CONSULTING GROUP (BCG)			
1.	Section 2: TOR , Phase 1 -- JNPT (Point # I)	Q1: We are assuming that the ports will take the responsibility of providing access to data / information of their concessionaires and also making the concessionaires agree to implement and follow the proposed review process. The consultants will have limited influence / authority and making the concessionaire agree on these changes.	Please refer to the clause 10 of RFP (page 38)
2.	Page 26: JNPT (Point # II)	<p>Consultants will have to work with the Port leadership team and the officials from the Ministry and IPA to detail out performance norms for every combination of berth, commodity and equipment across both mechanical and conventional berths in Jawaharlal Nehru.</p> <p>Q2: Almost all cargo handled in JNPT is Container cargo. Thus, it makes sense only to setup norms for this commodity. Also, it's unclear what IPA means by mechanical and conventional berths in the context of JNPT?</p> <p>The norms should have provision for both nominal penalty and incentives.</p> <p>Q3: Wouldn't this be in violation of the current contracts of terminal operators in JNPT? Also, on the self operated berth, whom will the incentive and penalty be levied ?</p>	<p>Ok</p> <p>A2. JNPT also handled liquid Cargo and augmenting facility. Hence, norm may be set up for this cargo also.</p> <p>Agreed in principle</p> <p>A3.Incentive & penalty would be levied for the vessel calling at ports</p>

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3.	Page 28: Phase 1 TOR (Point # 6)	Q4: Will the cost of the technical vendors for developing the dashboard (APP and Website) be paid directly by IPA or Ministry?	Dashboard (website) Mobile APP to be developed for monitoring as defined in the report on "Benchmarking, Capability Maturity Assessment and preparing a Roadmap for Operational Improvement". Cost will be borne by vendor
4.		Q5. Will there also be a performance improvement linked incentive in the phase 2 of the program?	No, since Phase 2 is for systematic improvement
5.		Q6. It will be best if IPA shares the baseline productivity whenever it will be used for incentive fees pay out before signing of the contract and the same be mentioned in the contract to avoid any disagreements later.	Baseline productivity will be shared before signing of contract.
HOLTEC CONSULTING PRIVATE LIMITED			
6	Clause 9, Evaluation Criteria	While clause 9 provides weightage assigned to different criteria, there is no clear evaluation methodology provided for assessing marks against each weighed criteria. In line with guiding principles of transparent procurement, a clear evaluation methodology for assigning marks within each weighted criteria be provided.	Marks detailed already been provided in each category
7.	Clause 9, Evaluation Criteria	Can an applicant firm claim the benefit of eligible projects of its parent company or sister/associate company (both having same parent firms)? It is requested that in line with current applicable procurement guidelines, credentials of only the applicant entity be counted and any credentials of any sister/parent entity be counted only if is a JV member (unincorporated) of the consortium.	Benefit of eligible projects will be given to any parent company or sister/associate company, if they have atleast 10% stake in the company
WAPCOS LIMITED			
8	Clause 6, Eligibility Criteria	It is requested to kindly amend this clause as follows: The bidder should have worked with at least 3 large ports (at least	Clause remains unchanged

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	<p>PQ2 International experience and ports networks:</p> <p>The bidder should have worked with at least 3 large ports (at least 50 MT per annum or 1 M TEU containers traffic) Internationally in the least 5 years on relevant assignments with work similar to the described scope.</p>	50 MT per annum or 1MTEU containers traffic) Indigenously in the least 5 years on relevant assignments.	
9	Last date of submission of proposal	It is requested to kindly extend the last date for submission of proposal from 30/11/2015 to 15/12/2015	Please refer to addendum-1.
ERNST & YOUNG LLP			
10.	Section 1, Point 4 Sub point 4.2 Page No 8	We believe that the submission deadline should be extended by 3 weeks from the date of release of corrigendum. The queries below reflect that the prebid queries alongwith the reports/project details requested would require time to examine and develop a concrete approach.	Please refer to addendum-1.
11.	Section 2, Part 1 Para 4 Page No 17	Request to share the Project report of the study undertaken on "Benchmarking, Capability Maturity Assessment and preparing a Roadmap for Operational Improvement	Please visit IPA library to read the report
12.	Section 2, Part 1 Points, Al. VI,, A2. IV Page No 19	Request to share the Project report of the study undertaken on Quantitative Benchmarking Project	Please visit IPA library to read the report

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13.	Section 2, Part I Page No 28	The consultants scope of work is to concentrate and develop Dashboards (Initially physical dashboards and then automated ones) for the 5 major ports as per this RFP. Whereas the point being referenced mentions the dashboard needs to be developed for 12 ports. Please clarify if this will construe as additional effort and the method of compensation	Efforts are same. Clause remains unchanged
14	Section 2 Part I phase 2, Point No. Page 28	Please provide a copy of the mentioned "previous projects" for reference.	Please visit IPA library to read the report
15.	Section 2, Part I Sub Point 2- Phase 2 point 2a and 2b Page 28	Please clarify if experts in BD and Pricing strategy would also be required in Phase 1 along with other key professionals asked for.	As per RFP
16.	Section Par I Sub point 2, Table points 2,3,4,5 Page 29	Please clarify what is referred as " Under program - 1" and similarly for the other below deliverables in the RFP it is mentioned " Under Program - 2, 3 and 4" etc.,	This is nothing but phase of progress over time.
17.	Section 2, Part II, sub point 6 Page 33	We believe the assignment would require application of process improvement techniques and projects related to DPR, IT implementation etc which have direct link to process improvement should be considered	Please read the document entire wholesome to understand the scope
18.	Section 2, Part II, Sub point9, Table point 1A and B Page 35	Please indicate the project budget as we believe the sating of specific contract values as part of evaluation criteria indicates that a project budget has been estimated. Given the extensive experience of all leading consulting firms, it is essential to cap the number of credentials to be considered at the time of evaluation	It can't be indicated
19.	Section 2, Part II, Sub point 9, Table point 1A and B Page 36	Please indicate the project budget as we believe the sating of specific contract values as part of evaluation criteria indicates that a project budget has been estimated Given the extensive experience of all leading consulting firms, it is essential to cap the number of credentials to be considered at the time of evaluation	It can't be indicated

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20.	Section 2, part II, Sub point 9, Table point 2 Page 36	While we appreciate the effort in providing extensive detailing around team, experience, eligibility and evaluation criteria, we believe that the overall structure of the team suggested is insufficient to execute the assignment. The team should be structured port wise to better achieve the outcomes in the given time frame	It is clearly mentioned in the RFP. Please refer clause 4.4 at page 31. Clause remains unchanged
21.	Section 2, Part II, sub point 9, table point 2 Page 36	We feel that the distribution of marks for the proposed team is disproportionate. A total of 20 marks have been allocated for the Team Leader and the Capability Development Expert whereas only 10 marks have been allocated for three Port Sector Experts. It is requested to rationalize the weightage of the marking scheme and is proposed that 7.5 marks each are allocated for the Team Leader and the Capability Development Expert and 15 marks for the three port sector experts	Please refer to addendum-1.
22.	Section 2, Part II, sub point 9, table point 2 A and B Page 36	We believe that there has been an oversight in the experience stated as the team leader has lesser experience than the Transformation expert. Request to rectify	Please refer to addendum-1.
23.	Section 2, Part II, sub point 9, table point 2 C Page 36	We envisage that port sector experts would be required to analyse the more technical aspects of port operations (like dredging operations and techniques mentioned in the clause) Thus, it is important that their previous experience pertains to specific experience in the technical operations of ports rather than in business consulting and strategy consulting assignments in the ports and maritime sector. Thus, it is requested that this clause be suitably modified in order to give preference to personnel with technical expertise.	Clause remains unchanged
24.	Section 2, Part II, sub point 11, table Page 42	Having worked with several Government clients over the years, we understand that implementation of the changes proposed by the Consultant would typically take one-two months due to the approval processes involved. Therefore, we feel that evaluating productivity improvements in the last three	Clause remains unchanged

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		months of the phase 1 of this assignment might not present the actual impact of the changes implemented. Evaluation of productivity should be extended to the second phase with an allowance of three months post start of implementation of improvement measures	
25.	Clause 12 (1) Page 43	<p>We request to add the following in the end of the para, "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. 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."</p>	This could be decided at the time of signing of agreement
		Additional clauses to be added as advised by our legal counsel	
26.	Limitation of Liability	Client (and any others for whom Services are provided) shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the	Please refer clause 4.3

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		Services, whether or not the likelihood of such loss or damage was contemplated. Client (and any others for whom Services are provided) shall not recover from the Consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	
27	Report	Any information, advice, recommendations or other content of any reports presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and the Consultant shall not be required to update its Final Report.	This could be decided at the time of signing of agreement
28	Termination Fees	Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations. Upon termination the Consultant shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination.	This could be decided at the time of signing of agreement
29	Governing Law	This agreement shall be governed as per the Laws of India.	Agreed
30	Dispute Resolution	Any unresolved disputes under this Agreement shall be subject to the exclusive jurisdiction of Indian courts.	Please refer clause 12 9v) at page 44
A.T. Kearney Limited, UK			
31		A team of 5 consultants across the ports is sought for the program. However, it is anticipated that more resources will be required overall for implementing the initiatives listed in the	Clause remains unchanged.

Clarification on pre-bid queries	3/12/2015	Page 7 of 9
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		RFP. What is the resourcing from IPA and the individual ports that will be provided towards supporting this program?	Each port will provide enough support team
32		Our understanding is that the milestone based payments are purely based on status reporting as laid out in the list of deliverables and are not linked to actual achievement of the improvements, while improvement linked incentives will be paid out basis actual performance metrics. Could you please confirm this understanding is correct?	Not correct. Since, improvement to be shown clearly in every milestone.
33	Clause 4.3	In case of penalty clauses, how will delays due to factors outside the control of the consultant organization (e.g. unavailability / delay in resourcing or data from IPA and individual ports, etc.) be treated?	If delay is duly approved by IPA then no penalty.
34	Clause 11	With regards to the baseline, has this been developed already or is to be done as part of the program? What is the validation and signoff process for baseline productivity metrics across the focus ports?	Please refer para at page 42 under clause 11. Baseline productivity will be shared before signing of contract.
35	Clause 8 (Page 34)	Is the financial quote to be submitted as a lump sum quote inclusive of all expenses or should expenses be kept out of the financial quote and be reimbursed on actuals?	Please refer Clause 8 (II) (a) – Financial Proposal content.
36		Could you please exclude service tax amount from the financial quote?	Clause remains unchanged.
HPC Hamburg Port Consulting GmbH			
37		<p>We are most interested in participating in this tender, but we were surprised to find a threshold for international projects in the field of operations advice at the value of 1m USD minimum.</p> <p>Although, we do understand very well that an organization representing Indian Ports, and having identified several ports with the demand for operations advice, is focusing on synergy effects by means of bundling a range of services for several ports.</p>	Clause remains unchanged.

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		<p>In our opinion, the threshold for references representing operations advice should be lowered significantly. Alternatively, and also in line with our international tender experience, would it be eligible that consultants are entitled to spread the requested minimum value of 1m USD over several projects in order to show their experience?</p> <p>We appreciate the efforts you take to transform Indian Ports and to improve sustainable profits. We would be most grateful if our comments could be considered and questions answered. We hope that you will appreciate our position and will give it kind consideration.</p>	