

IPA Pre-Bid Queries-Compiled
PMC – Sagarmala Project

S.no	Clause Description	Query/ Suggestion	Clarifications
	Name of Firm : E & Y		
1	Preparation of Proposal Page 21: Clause 7.3.ix Client certificate for the projects listed under the experience section.	Clause mention the requirement of client certificate for the projects listed under the experience section. Request you to clarify the copy of Letter of Award, the copy of Project Contract shall be considered as a “Client Certificate” for the respective project listed under experience section.	Refer to Addendum 1
2	Proposal Evaluation Page 29: Clause 9.3 Minimum qualification criteria ii. Experience in working at least 5 consultancy projects, in the last 10 years, in the sectors related to Ports/ Inland/ Waterway Development/ Highways/ Railways/ Metro/ townships/ industrial park/ industrial estates/ special economic zone/ special investment zones/ urban cities/ industrial cities.	Minimum qualification criteria mention the requirement of experience of working in at least 5 consultancy projects, in the last 10 years, irrespective of project value. However, clause 9.4.4 Technical Evaluation criteria, Relevant Project Experience (page 31) mentions the requirement of project with value of at least Rs. 5 Crore, in last 5 years. Request you to revise the Clause 9.4.4 Technical Evaluation Criteria, Relevant Project Experience (page 31) to <i>“Number of projects in ports, infrastructure and transportation sector in India, with project value of <u>at least 1 Crore, in the last 10 years</u>”.</i>	The Clause 9.4.4 (B1) of Technical Evaluation Criteria, Relevant Project Experience (page 31) has been revised to <i>“Number of projects in ports, infrastructure and transportation sector in India, with project value of <u>at least Rs. 3 Crore, in the last 5 years</u>”.</i> The projects in the above mentioned clause should not include IT implementation / Audit Projects.
3	Proposal Evaluation Page 29: Clause 9.3 Minimum qualification criteria iii. Experience in working at least 10 projects/ programme management consultancy, in the last 10 years, in the sectors related to Ports/ Inland/ Waterway Development/ Highways/ Railways/ Metro/ townships/ industrial park/ industrial estates/ special economic zone/ special investment zones/ urban cities/ industrial cities.	Minimum qualification criteria mention the requirement of experience of working in at least 10 projects/ programme management consultancy, in the last 10 years irrespective of project value. However, clause 9.4.4 Technical Evaluation criteria, Relevant Project Experience (page 31) mentions the requirement of any project/ programme management consultancy experience, in the last 10 years. Request you to kindly modify the technical evaluation criteria, as per clause 9.4.4 to include the project management experience of the applicant and provide respective scoring criteria.	Project / programme management experience can be highlighted in the projects which will be included for Clauses 9.4.4 (B1) & (B2)

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4.	<p>Proposal Evaluation Page 29: Clause 9.3 Minimum qualification criteria</p> <p>iv. Experience of consulting work with at least 2 two Indian PSUs/ Government agencies on driving large scale business in past 10 years.</p>	<p>We request you the authority to kindly modify the Minimum qualification criteria to include experience with at least two (2) Indian PSUs/ Government Agencies/ Private Companies registered in India pertaining to drive large scale business transformation in past 10 years.</p>	<p>The original clause given in the RFP remains the same.</p>
5.	<p>Technical Evaluation Page 30 & 31: Clause 9.4.4 Technical Evaluation Criteria</p> <p>Relevant Project Experience: Number of Projects in Ports, Transportation and Infrastructure sector in India with project value of at least Rs. 5 Crore in last 5 Years</p> <ul style="list-style-type: none"> • 1-2 > 6 Marks • 3-4 > 8 Marks • 5 or more > 10 Marks 	<p>We understand that “Relevant Project Experience” mentions the requirement of Projects in Ports, Transportation and Infrastructure sector in India with project value of at least Rs. 5 Crore in last 5 Years. This may please be confirmed.</p> <p>Request you to revise the clause 9.4.4 Technical Evaluation Criteria, Relevant Project Experience (page – 31) to</p> <p><i>“Number of projects in ports, infrastructure and transportation sector in India with project value of <u>at least 1 Crore, in last 10 years.</u>”</i></p>	<p>The Clause 9.4.4 (B1) of Technical Evaluation Criteria, Relevant Project Experience (page 31) has been revised to</p> <p><i>“Number of projects in ports, infrastructure and transportation sector in India, with project value of <u>at least Rs. 3 Crore, in the last 5 years.”</u>”</i></p> <p>The projects in the above mentioned clause should not include IT implementation / Audit Projects.</p>
6.	<p>Technical Evaluation Page 30 & 31: Clause 9.4.4 Technical Evaluation Criteria</p> <p>Relevant Project Experience: Number of Projects in Ports, Transportation and Infrastructure sector in India with project value of at least Rs. 5 Crore in last 5 Years</p> <ul style="list-style-type: none"> • 1-2 > 6 Marks • 3-4 > 8 Marks • 5 or more > 10 Marks 	<p>Relevant experience requirement of consultancy projects in Ports, infrastructure and transportation sector in India, with the project value of at least 5 crore is seems extraordinary. Typically, consultancy fees for the projects in ports, infrastructure and transportation sector in India has been in the range of Rs. 75 Lakhs to Rs. 1 Crore. We would request to relax the requirement of consultancy fees for the projects in ports, infrastructure, and transportation sector in India to <u>Rs. 1 crore (Rupees One Crore Only).</u></p> <p>Request you to revise the clause 9.4.4 Technical Evaluation Criteria, Relevant Project Experience (page – 31) to</p>	<p>The Clause 9.4.4 (B1) of Technical Evaluation Criteria, Relevant Project Experience (page 31) has been revised to</p> <p><i>“Number of projects in ports, infrastructure and transportation sector in India, with project value of <u>at least Rs. 3 Crore, in the last 5 years.”</u>”</i></p> <p>The projects in the above mentioned clause should not include IT</p>

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		<p><i>“Number of projects in ports, infrastructure and transportation sector in India with project value of <u>at least 1 Crore, in last 10 years.</u></i></p>	implementation / Audit Projects.
7	<p>Technical Evaluation Page 30 & 31: Clause 9.4.4 Technical Evaluation Criteria</p> <p>Relevant Project Experience: Number of global projects in the Ports sector, with project value of at least USD 1 Million, in last 5 years.</p> <ul style="list-style-type: none"> • 3-6 > 6 Marks • 7-9 > 8 Marks • 10 or more > 10 Marks 	<p>We understand that “Relevant Project Experience” mentions the requirement of global projects in the Ports sector, with project value of at least USD 1 Million, in last 5 years.</p> <p>Request you to kindly revise the tenure of the project experience sought, from 5 years to <u>10 years.</u></p>	<p>Page-31 RFP clause no.- 9.4.4 (B.2) of the Technical Evaluation Criteria has been modified to</p> <p>“Number of global projects in the <u>Ports, infrastructure and transportation sector,</u> with project value of at least USD 1 Million, <u>in last 7 years</u></p> <ul style="list-style-type: none"> • 3-6 : 6 marks • 7-9 : 8 marks • 10 or more : 10 marks” <p>The projects in the above mentioned clause should include global projects, excluding projects in India, and should not include IT implementation / Audit Projects.</p>
8.	<p>DATA SHEET Page 39: Clause 4.1 Proposal Submission Date</p> <p>The last date of submission of proposal is: 11/07/2016 before 3:00 PM (IST)</p>	<p>In order to suitably address the requirements mentioned in the RFP document, various experts has been envisaged and their identification will primarily be governed by the pre-bid responses provided by IPA. In order to identify the experts and formalize their participation, existing time period of nearly two weeks provide will be inadequate.</p> <p>We would request for an extension of the final submission by <u>at least 4 weeks after the response from IPA for queries/ clarifications.</u> This would help better and familiarize ourselves with the clarified requirements for this assignment and will also help us to identify the requirement of other potential partners/</p>	<p>The last date for submission of proposal is <u>18/07/2016 before 3:00 PM (IST)</u></p>

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	consortium members.	
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S.no	Clause Description	Query/ Suggestion	Clarifications
	Name of Firm : BCG		
1	<p>7.13.(ii) Financial Proposal (Page No. -25)</p> <p>The Financial Proposal shall take into account all the expenses, tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding service tax, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Consultant shall be paid only service tax over and above the cost of Financial Proposal.</p>	<p>Regarding “All taxes and levies except service tax should be included in the financial proposal.” Should the consultant include Swachh Bharat Cess (0.5%) and KrishiKalyan Cess (0.5%) in the financial Proposal or is this implied to be part of service tax. i.e total service tax of 15% = Service Tax (14%) + KrishiKalyan Cess (0.5 %) + Swachh Bharat Cess (0.5%).</p> <p>However in form 4B-1, you’ve requested us to split our costs in: Cost of financial proposal, service tax and other taxes and duties would be 1% which would include Swachh Bharat Cess (0.5%) and KrishiKalyan Cess (0.5%)</p>	<p>It should be as per Form 4B-1: Costs have to be split into cost of financial proposal, service tax and other taxes and duties which would include Swachh Bharat Cess (0.5%) and KrishiKalyan Cess (0.5%)</p>
2.	<p>RFP Clause No. 6.4.5 General Conditions of Contract Page-100</p> <p>If the Contract is terminated pursuant to Clause 2.5.1 a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily</p>	<p>Please clarify is the clause being referred to is 6.4.1 or 2.5.1. If the Contract is terminated pursuant to is clause 6.4.1 a), b), d) or f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the client may consider to make payment for the part satisfactorily performed on the basis of quantum merit as assessed by it, in its sole discretion, if such part is economic utility to the client.</p>	<p>The clause being referred to is <u>6.4.1 a), b), d), e) or f) instead of 2.5.1</u></p>

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	performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client.		
3	<p>Page -100RFP Clause no. 6.4.5 General Conditions of the Contract</p> <p>Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Subconsultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of Two (2) years.</p> <p>Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <p>a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and</p> <p>b) after the termination of this Contact, such other activities as may be specified</p>	<p>The non compete clause is very broadly written and hence we request that it should be narrowed only to the consultants who have worked on the project not to serve a competitor on the projects similar to the one BCG has undertaken with IPA, and for a duration of 12 months from the termination of contract.</p> <p>However, the only exceptions are the senior professionals who could be part of the team and who serve as BCG practice area leaders (PALs) or topic experts.</p>	<p>The original clause given in the RFP remains the same as it is applicable to all parties.</p>

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	in the SC.		
4.	<p>Page No. – 101, RFP Clause – Section C 6.5.6 (II General Conditions of Contract IPR)</p> <p>Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed</p>	<ul style="list-style-type: none"> • If software is part of the deliverables, specific license term will be applicable • BCG will retain ownership of its methodologies, analytical concepts, approaches, models, tools, processes, discoveries idea contained in the deliverables. But we would grant a right to use such IP to implement our recommendations. • Disclosure of the deliverables: IPA must agree that they will not redistribute our presentations, reports and other materials outside of their organization without our approval. We believe that the possibility of public disclosure of our advice could constrain how we work, impeding the success of our work together. BCG also seeks to avoid the misunderstandings that may arise if our advice is shared with third parties, who may not appreciate the scope or other relevant details of a project. BCG is not willing to assume any legal obligations to non-clients that could arise from the re distribution of our work. 	The original clause given in the RFP remains
5.	<p>Page no. – 106 Section – C 6.10.1.1 (II General Conditions of the Contract)</p> <p>The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be</p>	BCG would like IPA to kindly note that it has used public and/ or confidential data and assumptions provided by IPA which BCH has not independently verified the data and assumptions used in these analyses. Changes in the underlying data or operating assumptions will clearly impact the analyses and conclusions. Hence, BCG cannot guarantee the accuracy or completeness of the materials or presentation.	The original clause given in the RFP remains the same. However, if IPA provides any data / document it will assume the ownership and accuracy of such data / document.

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	responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services		
6	<p>Page No. – 119, RFP Clause no- 6.11 (II General Conditions of the Contract – Liquidated Damages)</p> <p>Liquidated damages - If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.</p>	BCG disagrees with liquidated damages provisions. BCG will pay actual damages as would be determined by the court. In the event of any such case, BCG and Client work closely and the Client's representatives will be involved, in an ongoing basis, with progress and developing recommendations.	The original clause given in the RFP remains the same. However, a clause will be added to the General Conditions of the contract regarding the conditions for waiver of liquidated damages.
S.no	Clause Description	Query/ Suggestion	Clarifications
	Name of Firm : BCG (Technical Proposal)		
1.	<p>Page – 29 RFP Clause No. 9.3 (i) Eligibility and Qualification Criteria for selecting the consulting firm</p> <p>“The firm Should be registered under relevant statues in India and should have minimum average annual turnover from Indian Operation of Rs. 100 Cr. During 2013-14, 2014-15 and 2015-16.</p>	Given the strategic importance of the project, and the critically of the expertise required, the firms competing for the project should have size of Indian ops much higher than suggested 100 Crores (from consulting operations in India and should not include audit or IT revenues).	<p>As per the Clause 9.3 (i)</p> <p>“Turnover to exceed Rs.100 Crore from the <u>consultancy business in India</u> over the three preceding financial years, this should be supported by the documents certified by a Chartered Accountant;”</p> <p>The consultancy business in the above</p>

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			mentioned clause should not include audit or IT revenues.
2.	<p>Page -29 RFP Clause 9.3 (ii) Eligibility and Qualification Criteria for selecting the consulting firm</p> <p>Experience of working in at least five (5) consultancy projects, in the last 10 years, in the sectors related to Ports / Inland Waterway Development / Highways/ Railway /Metro / townships / industrial parks / industrial estates / special economic zones / special investment zones / urban cities / industrial cities</p>	<p>Given the strategic importance of the project, and the critically of expertise require, the recency of the experience should be factored in. Hence, for eligibility the applicant should have more relevant recent experience.</p>	<p>The original clause given in the RFP remains the same.</p>
3.	<p>Page -29 RFP Clause 9.3 (iii) Eligibility and Qualification Criteria for selecting the consulting firm</p> <p>Experience of working in at least one project/programme management consultancy, in the last 10 years, in the sectors related to Ports / Inland Waterway Development / Highways / Railway / Metro / townships / industrial parks / industrial estates / special economic zones / special investment zones / urban cities / industrial cities</p>	<p>Given that Project Management Skills and capability would be paramount importance for the success of this project, the number of minimum project management consulting projects should be increased. At the same time the recency of the experience should be factored in.</p>	<p>The original clause given in the RFP remains the same.</p>
4.	<p>Page -29 RFP Clause 9.3 (iv) Eligibility and Qualification Criteria for selecting the consulting firm</p> <p>Experience of consulting work with at</p>	<p>Given the dynamics & strategic importance of the Sagarmala – PMC projects recency of experience with Indian PSUs/ Govt. Agencies should be factored in</p>	<p>The original clause given in the RFP remains the same.</p>

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	least two (2) Indian PSUs / Government agencies on driving large scale business transformation in past 10 years		
5.	<p>Page-31 RFP clause no.- 9.4.B.1 Technical Evaluation</p> <p>Number of projects in ports, infrastructure and transportation sector in India, with project value of at least Rs. 5 Crore, in last 5 years</p> <ul style="list-style-type: none"> • 1-2 : 6 marks • 3-4 : 8 marks • 5 or more : 10 marks 	Given the nature of work expected in this project, IT implementation/ Audit Projects should not be included in this count.	<p>The Clause 9.4.4 (B1) of Technical Evaluation Criteria, Relevant Project Experience (page 31) has been revised to</p> <p><i>“Number of projects in ports, infrastructure and transportation sector in India, with project value of <u>at least Rs. 3 Crore, in the last 5 years</u>”.</i></p> <p>The projects in the above mentioned clause should not include IT implementation / Audit Projects.</p>
6.	<p>Page-31 RFP clause no.- 9.4.B.2 Technical Evaluation</p> <p>Number of global projects in the Ports sector, with project value of at least USD 1 Million, in last 5 years</p> <ul style="list-style-type: none"> • 3-6 : 6 marks • 7-9 : 8 marks • 10 or more : 10 marks 	Given the nature of work expected in this project, IT implementation/ Audit Projects should not be included in this count.	<p>Page-31 RFP clause no.- 9.4.4 (B.2) of the Technical Evaluation Criteria has been modified to</p> <p><i>“Number of global projects in the <u>Ports, infrastructure and transportation sector</u>, with project value of at least USD 1 Million, <u>in last 7 years</u>”</i></p> <ul style="list-style-type: none"> • 3-6 : 6 marks • 7-9 : 8 marks • 10 or more : 10 marks” <p>The projects in the above mentioned clause should include global projects, excluding projects in India, and should not include IT implementation / Audit Projects.</p>
7.	Page-47&69, Section-3	Form 3A and Form 3H are almost identical, and both are	Yes, Both Form 3A and Form 3H need to be

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	Responsiveness and Technical Proposal – Standard Forms	part of technical proposal. We'd request clarity with respect to Form – 3A and Form – 3H which are nearly identical in content and are both part of a Technical Proposal. How are the two forms different & do both forms need to be submitted?	submitted.
8.	<p>Page-45, Section-3 Responsiveness and Technical Proposal – Standard Forms</p> <p>- Specific experience of the firm(s) related to this assignment. In addition to requisite information as requested in this RFP document, indicate the projects where the consortium firms / individuals / sub consultants have successfully worked together. The write-up should also include the roles and responsibilities of the consortium members and sub-consultants, how decisions will be made and quality ensured</p>	<p>As per our understanding Section-1 is about focusing on the projects done in the past that relate to “Sagarmala - PMC” assignment. “How are the decisions are made and how quality would be ensured” should be included under section-2: Proposed Technical Approach and Methodology, work plan and organization/ staffing.</p>	<p>The clauses in SECTION-3: RESPONSIVENESS AND TECHNICAL PROPOSAL – STANDARD FORMS (Pg-45) have been modified as follows:</p> <p>Section 1 - Specific experience of the firm(s) related to this assignment. In addition to requisite information as requested in this RFP document, indicate the projects where the consortium firms / individuals / sub consultants have successfully worked together. The write-up should also include the roles and responsibilities of the consortium members and sub-consultants, <u>how decisions were made and quality ensured</u>. The write up in this section shall be limited to 20 single sided sheets excluding the requisite Format, with minimum 11 font size, A4 paper size.</p> <p>Section 2 - Proposed technical approach & methodology, work plan and organization / staffing. The write up in this section shall be limited to 40 single sided pages (20 sheets double sided), minimum 11 font size, A4 paper size. The write-up should also include the roles and responsibilities of the consortium members and sub-consultants, <u>how decisions will be made and quality would be ensured</u>.</p>

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S.no	Clause Description	Query/ Suggestion	Clarifications
	Name of Firm : A.T.Kearney		
1.	Page-8 RFP Section No. – 1.5	Please clarify as to how to access the National Perspective Plan, “Sagarmala – Concept and Implementation” as well as any detailed reports on Sagarmala compiled by the Ministry of Shipping as to prepare this proposal. Is the report available on the website of Ministry of Shipping Website – “Sagarmala – National Perspective Plan” comprehensive or will with other reports be also provided?	Other relevant reports and data collected for the preparation of the Sagarmala National Perspective Plan and other deliverables of the Sagarmala consultant (including the underlying analysis, data etc.) will be made available on request.
2,	Page-23 RFP Section- 7.11 A firm can bid for a project either as a sole consultant or in the form of joint venture with other consultant. Experience of sub-consultant will not be considered while evaluating the bid.	“Experience of sub consultant will not be considered while evaluating the bid” a. Please clarify if the educational background and experience of personnel who are employees of the sub-consultant in a consortium will be considered against Team evaluation Criteria specified in pages 40-45.	Educational background and experience of personnel who are employees of the sub-consultant in a consortium will be considered against Team Evaluation Criteria. Lead Partner will be made the sole liable for the same.
3.	Page-19 RFP Section – 6.9 In case the Applicant is a Consortium, it shall, comply with the following additional requirements: i. Number of members in a consortium shall not exceed 3 (three) and limited to two Joint Venture partners including lead; (One Lead member of the JV + One JV Partner+ One Sub Consultant)	The RFP has restricted number of members of consortium to 3 members (2 JV Partners and 1 Sub Consultant). a. As technical and legal expertise are found in different organizations, request that the number of members in the consortium be increased from 3 to 4 members including 2 sub consultants.	RFP Section – 6.9 has been modified to “ In case the Applicant is a Consortium, it shall, comply with the following additional requirements: <u>i. Number of members in a consortium shall not exceed 4 (Four) and limited to two Joint Venture partners including lead; (One Lead member of the JV + One JV Partner+ Two Sub Consultants)</u> ”
4.	Page-21 RFP Section -7.3 (ix)	“Client certificates are required for the projects listed under the experience section”	Refer to Addendum 1

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	Client certifications for the projects listed under the experience section.	a. A.T. Kearney has confidentially agreements in place that limit sharing client information. Request that self-certification by the authorized signatory also be allowed.	
5.	<p>Page-31 RFP clause no.- 9.4.B.2 Technical Evaluation</p> <p>Number of global projects in the Ports sector, with project value of at least USD 1 Million, in last 5 years</p> <ul style="list-style-type: none"> • 3-6 : 6 marks • 7-9 : 8 marks • 10 or more : 10 marks 	<p>“Number of global projects in the Ports sector, with project value of at least USD 1 Million, in last 5 years”</p> <p>a. Given that scope of projects considered for Indian experience in b1 is “ports, infrastructure and transportations sector” request that scope B2 also be expanded to include infrastructure and transportations sector, which are very similar to the ports sector.</p> <p>b. Request that the period of consideration be increased from last 5 years to last 7 years.</p> <p>c. Request that the monitory limit be relaxed from USD 1 Million to USD 0.5 Million</p>	<p>Page-31 RFP clause no.- 9.4.4 (B.2) of the Technical Evaluation Criteria has been modified to</p> <p>“Number of global projects in the <u>Ports, infrastructure and transportation sector</u>, with project value of at least USD 1 Million, <u>in last 7 years</u></p> <ul style="list-style-type: none"> • 3-6 : 6 marks • 7-9 : 8 marks • 10 or more : 10 marks” <p>The projects in the above mentioned clause should include global projects, excluding projects in India, and should not include IT implementation / Audit Projects.</p>
6.	<p>Page-106 Clause-6.10.1.1</p> <p>The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting</p>	<p>We suggest that the following sentence would be removed. “He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.”</p>	<p>The original clause given in the RFP remains the same. However, if IPA provides any data / document it will assume the ownership and accuracy of such data / document.</p>

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	layout etc. if required during the execution of the Services.		
7.	<p>Page-106 Clause-6.10.1.2</p> <p>The Consultant shall be fully responsible for the accuracy of reports, plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the reports, designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.</p>	We suggest that this clause be removed	The original clause given in the RFP remains the same. However, if IPA provides any data / document it will assume the ownership and accuracy of such data / document.
8.	<p>Page-106 Clause-6.11</p> <p>Liquidated damages – If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.</p>	We suggest that this clause be removed	The original clause given in the RFP remains the same.
9.	<p>Page-107 Clause – 6.13.2</p> <p>Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys’ fees and other costs of defence or investigation (i) related to or arising out of,</p>	Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys’ fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, reckless or otherwise wrongful act omission of the consultant in relation to the service rendered to the client (collectively	The original clause given in the RFP remains the same.

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	<p>whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered Indian Ports Association Page - 108 of 119 pursuant to the Contract (collectively “Indemnified matter”). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and / or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.</p>	<p>“Indemnified Matter”). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and / or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.</p>	
10.	<p>Page-111 Clause– 6.5.7 (a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by</p>	<p>Except in case of wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client’s property, shall not be liable to the Client:</p>	<p>The original clause given in the RFP remains the same.</p>

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	the Consultants to the Client's property, shall not be liable to the Client:		
S.no	Clause Description	Query/ Suggestion	Clarifications
	Name of Firm : WAPCOS Limited		
1.	Page No.-14 Clause-3.0 (Payment Terms Monthly Basis)	Kindly Clarify payment terms in more details	Please refer to the Special Conditions of the Contract as provided in the RFP.
2.	Page-31 Clause No.- 9.4.4 (Technical Evaluation Criteria) Number of projects in ports, infrastructure and transportation sector in India, with project value of at least Rs. 5 Crore, in last 5 years <ul style="list-style-type: none"> • 1-2 : 6 marks • 3-4 : 8 marks • 5 or more : 10 marks And Number of global projects in the Ports sector, with project value of at least USD 1 Million, in last 5 years <ul style="list-style-type: none"> • 3-6 : 6 marks • 7-9 : 8 marks • 10 or more : 10 marks 	It is requested to Kindly Modify part B1 as "Number of projects in ports, infrastructure and transportation sector in India, with project value of at least Rs. 2 Crore, in last 5 years" and Part B2 (Global Project) may please be removed.	The Clause 9.4.4 (B1) of Technical Evaluation Criteria, Relevant Project Experience (page 31) has been revised to <i>"Number of projects in ports, infrastructure and transportation sector in India, with project value of <u>at least Rs. 3 Crore, in the last 5 years</u>".</i> The projects in the above mentioned clause should not include IT implementation / Audit Projects.
3	Page-41 Annexure – 2-1 MINIMUM REQUIRED EXPERIENCE AND EXPERTISE OF PROPOSED CORE TEAM AND RESOURCE POOL	It is requested to kindly relax the educational qualification of Core Team i.e. Contract & Procurement Specialist, Project Officer, Project Associate, Project Associate Coastal Community Development, Communication Officer as follows:	The original clause given in the RFP remains the same.

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		“Should have Bachelors Degree in Engineering and Master Degree in Business Administration from a reputed and a recognized University or Institution” may be modifies as “Should have Bachelors Degree in Engineering from a reputed and recognized University or Institution.	
S.no	Clause Description	Query/ Suggestion	Clarifications
	Name of Firm : TATA Consulting Engineers Limited		
1.		Will the Consultant selected for the subject Assignment be allowed to participate in consultancy assignments for downstream projects that will come up under the Sagarmala scheme? Will there be any conflict of Interest with any of the consultancy assignments for Sagarmala projects?	It is to be decided on a case-to-case basis and to be determined by IPA in each case, governed by the conditions of RFP and contract.
2.		We request you to Kindly grant extension by 10 days till 21 st July 2016.	The last date for submission of proposal is <u>18/07/2016 before 3:00 PM (IST)</u>
S.no	Clause Description	Query/ Suggestion	Clarifications
	Name of Firm : KPMG Advisory Services Private Limited		
1.		We would like to confirm our understanding that projects delivered in India in Port sector of value Greater than USD 1 million can also be included in the list of global credentials.	<p>Page-31 RFP clause no.- 9.4.4 (B.2) of the Technical Evaluation Criteria has been modified to</p> <p><u>“Number of global projects in the Ports, infrastructure and transportation sector, with project value of at least USD 1 Million, in last 7 years</u>”</p> <ul style="list-style-type: none"> • 3-6 : 6 marks • 7-9 : 8 marks • 10 or more : 10 marks” <p><u>The projects in the above mentioned clause should include global projects,</u></p>

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			<u>excluding projects in India,</u> and should not include IT implementation / Audit Projects.
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