

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
1.	Schedule of Tender	4	Last date & time for online submission of RFP: 12.12.2019 at 15-00 hrs	It is requested that at least 4 weeks may be given to submit the proposal after responses to pre bid queries are released by Authority.	Bid submission date has been extended upto 14.01.2020. Please refer Addendum-V already uploaded.
2.	Clause 1.3(ii)	6	ii) The bidder should have completed at least one assignment of working as "Transaction Advisor" in PPP project related to Mechanized Dry Bulk material handling during the last 7(seven) years ending on last day of month prior to the date of uploading of the tender.	The bidder should have completed at least one assignment of working as "Transaction Advisor" in PPP project related to Transports sector including ports, aviation and railways during the last 7(seven) years ending on last day of month prior to the date of uploading of the tender	Tender Condition prevails.
3.	Clause 3.3.4	16	If any bidder has a Licensing Agreement or a Technical Collaboration Agreement or a Joint Venture Agreement or a Consortium with other manufacturer(s). Concerned.	It is requested that an unincorporated JV/ Consortium may kindly be allowed. This is prevalent practice for such consulting assignments as it is not possible to form a registered company for such consulting assignment. Other requirements or supplementary agreement etc may also be deleted and simple letter of intent may please be allowed as sufficient	Tender invited only from IPA empanelled firms. Hence this clause may not be applicable.
4.	Clause 3.3.5	16			

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply															
				documentation.																
5.	Clause 4.3	29	Scope of Work	It is understood that consultant is not expected to conduct or validate any market study, financial analysis, and preparation of DPR or any other related activity.	Please refer Addendum-VII.															
6.	Clause 5.2,	35	<p>5.2 Calculation of Technical Score: While, calculating the technical score of each bidder, the following QCBS Grading system will be followed:</p> <table><tr><th>Grade</th><th>Range marks</th><th>Technical Score (ST)</th></tr><tr><td>Outstanding</td><td>91-100</td><td>100</td></tr><tr><td>Excellent</td><td>81-90</td><td>90</td></tr><tr><td>Very Good</td><td>71-80</td><td>80</td></tr><tr><td>Good</td><td>61-70</td><td>70</td></tr></table> <p>For Example: The bidder secured the overall marks of the Key Personnel is 85; the technical score would be 90.</p>	Grade	Range marks	Technical Score (ST)	Outstanding	91-100	100	Excellent	81-90	90	Very Good	71-80	80	Good	61-70	70	Calculation of technical score: Range has been provided. It is requested that instead of range, absolute marks shall be considered as it is generally done in all the tenders. To ensure quality of CVs, it is necessary that there is a clear differentiation for each mark.	Tender Condition prevails.
Grade	Range marks	Technical Score (ST)																		
Outstanding	91-100	100																		
Excellent	81-90	90																		
Very Good	71-80	80																		
Good	61-70	70																		
7.	Clause 6.10.4,	41	<p>Liquidated Damages 6.10.4.1 In case of delay in completion of services, liquidated damages not</p>	It is requested that there shall not be any LD clause as typically such consulting	Tender condition prevails.															

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
			exceeding an amount equal to 0.2% of contract/agreement value, will be imposed and shall be recovered by appropriation from the performance security or otherwise. However, in case of delay due to reasons beyond the control of the applicants, suitable extension of time against the specific request of the applicant citing reasons for such extension may be granted.	assignments does not have such LD clause. Additionally, this is Transaction advisory work which has lot of interdependencies from multiple stakeholders to PPPAC approval etc. Hence, LD clause may please be dropped.	
8.	Clause 6.30	50	Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. The key personnel should also confirm that there is no conflict the interest in taking up this consulting advisory assignment.	It is requested that this requirement shall only be applicable for engagement team	Tender condition prevails.
9.	Clause 6.32,	50	Limitation of the Consultants' Liability towards the Employer- (a) Except in case of gross negligence or willful 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 following may be deleted: (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.	Tender condition prevails.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
			<p>the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer.</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b)This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	<p>Also, it is requested that our liability for damages to third parties caused by us or any persons or firm acting on our behalf shall be limited to not more than one time the fees paid to us.</p>	
10.	Clause 6.35	51	<p>Documents prepared by the consultants to be the property of employer All plans, reports and other documents (including soft-copies) prepared by the Consultants and sub-consultants in performing the Services shall become and remain the property of the Employer, and the</p>	<p>It is requested that consultant shall retain all rights title and interest in and to any of our pre-existing IP (including ownership rights of our working papers) in the report / deliverables that we shall create for the Client.</p>	<p>Tender condition prevails.</p>

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
			Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultants may retain a copy of such Documents. The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.		
11.	Clause 6.46.2.e	55	The consultant will indemnify for any direct loss or damage which accrue due to deficiency in services in carrying out consultancy services.	It is requested that overall liability indemnity under the RFP is restricted to not more than the one-time fee paid to us.	Tender condition prevails.
12.	Clause 6.51	57	Indemnity The Transaction Advisor shall indemnify the KPL, for an amount not exceeding 3 (three) times the value of the Agreement, in case of failure to perform or negligence on part of the Transaction Advisor / any part of the Expert, for any direct loss or damage while rendering the services as per the scope of the RFP.	The Transaction Advisor shall indemnify the KPL, for an amount not exceeding 1 (one) time the value of the Agreement, in case of failure to perform or negligence on part of the Transaction Advisor / any part of the Expert, for any direct loss or damage while rendering the services as per the scope of the RFP.	KPL may be read as HDC, KoPT. However, the tender condition prevails.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
13.	Schedule of Tender		Last date & time for online submission of RFP 12.12.2019 at 15-00 hrs	To submit a robust proposal, we would request the authority to give sufficient time. We would request for giving 4 weeks for proposal submission, from the date of issuing clarifications.	<u>Refer Sl. 1 above</u>
14.	Clause 3.34.2	26	One copy of such executed contract agreement (on dummy paper), along with one photocopy of signed documentary transactions and Contract Documents will be handed over to the Contractor for their record & future reference	We request to give Contractor copy also on stamp paper and not on dummy paper.	Agreed.
15.	Clause 4.1	28	The Technical expert will establish an office at Jawahar Tower/ Chiranjibpur office of Haldia Dock complex in the Port Administrative Building, Haldia – 721607.	Since this is a project specific TA work, full time deployment of staff is not required. This will unnecessary increase the fees also. Instead, the Technical expert should be asked to be present 8 days a month at Haldia. We request the authority to change this condition accordingly.	Two members i.e technical Expert and Financial Expert will establish their office at Chiranjibpur / Jawahar Tower of Haldia Dock Complex. May please refer Addendum-VII for details.
16.	Clause 4.2	28	(iii) Employer reserves the Right to reduce / increase the Key Personnel / Supporting Staff or the scope of the of the Transaction advisors based on the Schedule of PPP project at the same	Since the quotation is based on effort and manpower deployed for the project, we request the Authority to delete this clause,	Tender condition prevails.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
			quoted rates	as it is not acceptable to increase or decrease the consultant staff.	
17.	Clause 4.5	30	Payments for services	Since this is a Transaction Advisory tender, we request the authority to consider for monthly payment and not milestone based payment. Hence, for each month, payment would be Total quoted fees by consultant divided by 6.	Agreed for monthly payment. May refer Addendum-VII for revised payment details.
18.	Clause 5.1.c	30	The Scoring criteria for evaluation of key personnel.	BOT Projects at major ports are generally more than 300 crores. We request the authority to give higher marks for projects with higher project cost. Hence we request the authority to revise the evaluation criteria.	Tender condition Prevails.
19.	Clause 6.10.2	40	6.10.2. Termination of Contract for Failure to Become Effective If this Contract has not become effective within fifteen days from the date of Letter of Award, the Haldia Dock Complex, Kolkata Port Trust can declare this Letter of Award to be null and void. The EMD is liable for forfeiture in such instance.	We request for change as follows: If this Contract has not become effective within thirty days from the date of Letter of Award, the Haldia Dock Complex, Kolkata Port Trust can declare this Letter of Award to be null and void. The EMD is liable for forfeiture in such instance	Tender condition prevails
20.	Clause 6.10.3	40	6.10.3. Expiry of Contract Unless terminated earlier pursuant to	Not acceptable.	The contract period is 2 years and further

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
			clause 6.14 hereof, this Contract shall expire when the Services have been completed and it has been confirmed by Haldia Dock Complex, Kolkata Port Trust by issuing completion certificate at the end of completion period for final bill preparation or such other time period as the Parties may agree in writing.	We request the authority to have a fixed duration agreement.	extendable by 1 year at the same quoted rate. May please refer Addendum-VII.
21.	Clause 6.10.4	41	Liquidated damage	We request deletion of this entire clause	Tender condition prevails.
22.	Clause 6.10.5.b	41	Force majeure b. Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub-consultants or agents or employees, or (ii) any event which a diligent Party could reasonably have been expected to both: (A) take into account at the time of the conclusion of this Contract; and (B) avoid or overcome in the carrying out of its obligations hereunder.	We request deletion of the clause:	Tender condition prevails.
23.	Clause 6.10.5.d	42	d. Neither Party shall be liable to the other Party for loss or damage sustained by such event arising from any event referred to (a) above or delays arising from such event	Please add to this clause: "Notwithstanding anything mentioned elsewhere in this Agreement, Client shall be liable to pay the consultant for the services rendered by the consultant during the force majeure period."	Tender Conditions Prevails.
24.	Clause 6.22	48	Payment upon Termination Upon termination of this Contract	We request the authority to consider paying the consultant	Tender Conditions Prevails.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
			<p>pursuant to clauses 6.14 or 6.17 hereof, the Haldia Dock Complex, Kolkata Port Trust shall make the following payments to the Consultants after offsetting against these payments any amount that may be due from the Consultants:</p> <p>(i) Remuneration pursuant to clause 4.5 hereof for services satisfactorily performed prior to the effective date of termination.</p> <p>(ii) Reimbursable expenditures pursuant to clause 4.5 hereof for expenditures actually incurred prior to the effective date of termination; and</p> <p>(iii) except in the case of termination pursuant to paragraphs (a) through (f) of clause 6.14 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract.</p>	for the services rendered.	
25.	Clause 6.24	48	<p>Obligation of the consultant: Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any Consideration for future work.</p>	Does this clause mean that any other company associated with the consultant cannot enter into any agreement with the employer for services relating to only this particular job.	Any other firm associated with successful consultant cannot enter into any agreement for the services.
26.	Clause 6.28	49	<p>Conflict of Interests The Consultant shall hold the "Employer's" interests paramount, without any consideration for future work, and strictly avoid conflict of</p>	Does this clause mean that any other company associated with the consultant cannot enter into any agreement with the employer for services relating	Tender condition prevails.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
			interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.	to only this particular job	
27.	Clause 6.42		Team leader	We would request the authority to consider change of team leader for reasons beyond the control of the consultant.	Tender condition prevails.
28.	Clause 6.43.d	56	d. The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.	We request deletion as its not applicable for consultancy jobs.	Agreed. May please refer Addendum-VII.
29.	Clause 6.43.e	56	This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.	Parties applicability should remain valid only till contract expiry. Please delete as marked.	During the contract period only.
30.	Clause 6.51	57	6.51 Indemnity The Transaction Advisor shall indemnify the KPL, for an amount not exceeding 3 (three) times the value of the Agreement, in case of failure to perform or negligence on part of the Transaction Advisor / any part of the Expert, for any direct loss or damage while rendering the services as	We request for changed clause as under: 6.51 Indemnity The Transaction Advisor shall indemnify the KPL, for an amount not exceeding one (1) time the value of the Agreement, in case of failure to	KPL should be read as KoPT. However, the tender condition prevails.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
			per the scope of the RFP.	perform or gross negligence on part of the Transaction Advisor / any part of the Expert, for any direct loss or damage while rendering the services as per the scope of the RFP.	
31.	Draft integrity Pact	73	Fall Clause The BIDDER / CONTRACTOR undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Govt. of India or PSU and if it is found at any stage that similar product / systems or subsystems was supplied by the BIDDER / CONTRACTOR to the Principal at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER / CONTRACTOR to the PRINCIPAL / EMPLOYER, if the contract has already been concluded.	Request deletion as such confirmations cannot be granted for consultancy jobs.	Tender condition prevails.
32.	-----	-----	-----	Please add: Anti-Bribery and Anti-Corruption: 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	No changes required. May please refer Clause 3.2 : Fraud and corruption.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				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 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	

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				<p>"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 sub-clauses (a) and (b).</p> <p>(d) 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 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.</p>	
33.	-----	-----	-----	<p>Please add:</p> <p>Economic and Trade</p> <p>Sanctions:</p>	May not be required.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				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 promptly notify CRISIL if any of these circumstances change, upon occurrence of which, CRISIL	

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client's breach.	
34.	-----	-----	-----	Please add: Non-Exclusivity: 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.	May not be required.
35.	-----	-----	-----	Please add: Client Tasks The Client shall at its own cost do the following in such good time as not to delay or disrupt the performance of the Project: (a) provide all necessary information and material relating to the Project; (b) arrange for all necessary meetings with relevant persons or authorities; (c) render such reasonable assistance (including, where applicable, procurement (or assistance in the procurement of) of any	May not be required.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				work permits, visas, licenses, consents, etc.; (d) arrange for all necessary material (including, hardware, infrastructure, software licences, etc.).	
36.	-----	-----	-----	<p>Please add:</p> <p>Project Delay, Suspension or Cancellation:</p> <p>If for any reason (other than Consultant's material breach of the Agreement), the Project is suspended, deferred and/or cancelled, then:</p> <p>1. all amounts paid to the Consultant until the effective date of suspension, deferred and/or cancellation shall be considered 'drop dead fee' and such fee shall not be refundable; and</p> <p>2. Client shall in addition, pay Consultant all amounts otherwise payable under the Proposal for work done up to the date of suspension, deferment or cancellation.</p> <p>Client acknowledges this does not grant the Client a right to suspend, defer or cancel the Project but is stated as</p>	May not be required.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				Consultant's rights and are liquidated damages.	
37.	-----	-----	-----	<p>Please add: Data: 1. All records, data files (and the data contained therein), reports and other materials which relate exclusively to the Client's business that is received, computed, developed, processed or stored by the Consultant for the Client (collectively the Data) will be the exclusive property of the Client. Consultant may use the Data as necessary for providing the Services under this Agreement.</p> <p>2. In the event that the Consultant retains Data belonging to the Client, it will use its commercially reasonable efforts to safeguard such Data, exercising a reasonable standard of care, to at least the same extent it protects its own similar materials. The Consultant will not use any Data for any purpose other than in support of its obligations to the Client</p>	Not agreed

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				<p>except that Consultant may use Data only in the aggregated form such that it would not be possible to derive the original Data back to the Client.</p> <p>3.The Consultant will not sell, assign, lease or otherwise dispose of to third parties either the Data or any part thereof.</p>	
38.	-----	-----	-----	<p>Please add: Warranties, Indemnity, Liability</p> <p>1. Consultant will use reasonable skill and care in providing the Services. Except as expressly stated afore, the Consultant does not make any warranties, conditions, or representations to Client, any of its affiliates, or any other party with respect to the work product or any services, whether oral or written, express, implied, or statutory.</p>	Not agreed.
	-----	-----	-----	<p>2. Client acknowledges and agrees that to the fullest extent permitted by law: (a) in no event shall the Consultant be liable for any special, indirect, incidental, exemplary, or consequential damages or loss</p>	Not agreed

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				of goodwill including without limitation, loss of use, loss of profit, loss of production, loss of interest, business interruption, or the failure of essential purpose, even if Consultant has been notified of the possibility or likelihood of such damages occurring; and (b) without limiting the foregoing, in no event will the aggregate liability of the Consultant ever exceed the amount of fees paid by Client to Consultant pursuant to the Proposal to which the claim relates during the twelve (12) month period immediately preceding the date such claim arose	
	-----	-----	-----	3. The Client shall indemnify and hold harmless Consultant and its affiliates and group entities, and their respective shareholders, officers, directors, employees and agents from and against all claims, actions, proceedings, demands, liabilities, losses, damages, costs and expenses (including without limitation legal fees) arising out of or in connection with the Agreement	Not agreed

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				except for those due to their breach of this Agreement.	
39.	-----	-----	-----	<p>Please add:</p> <p>Consultant Intellectual Property Client acknowledges that all rights, title and interest in (i) the Deliverables, name, logo, brands (Brands) and any pre-existing intellectual property of the Consultant; (ii) unless otherwise expressly agreed in an Engagement Letter, any intellectual property created by the Consultant in the course of performance of this Agreement; and (iii) any know-how used or developed in the course of performance of the Agreement; belong exclusively to the Consultant.</p> <p>Subject to Consultant having received the whole of the amounts due under this Agreement, Client may use the Deliverables for its own internal business purposes and any other Permitted Use as may be stated in the Engagement Letter. For this purpose, Client may make reasonable number</p>	Not agreed

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				<p>of copies and store copies of the Deliverables.</p> <p>Consultant shall retain all right, title and interest in and to the reports, methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the Knowledge Material) embodied in the Deliverables, developed or supplied in connection with the Deliverables.</p> <p>Client Intellectual Property</p> <p>Client exclusively owns all rights in the Brands of the Client and any Data in the form provided by Client.</p> <p>Neither party may engage in any marketing and publicity that uses the other party's Brands without the other party's prior written consent as to the form and nature of use of the other party's Brands; except that Client consents to Consultant mentioning Client as a Consultant's client and using Client Brands in relation to such mention in Consultant's marketing pitches or individual client presentations other than by way of general</p>	

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				<p>advertisements in print or audio-visual media. Consultant will comply with Client's marketing and branding guidelines (as notified) in any such use.</p> <p>Any goodwill generated by a party's permitted use of the other party's intellectual property will inure exclusively to the other party.</p>	
40.	-----	----	-----	<p>Please add:</p> <p>Term and Termination</p> <p>10.1 A party may forthwith terminate the relevant Engagement Letter(s) by a written notice to the other party if the other party:</p> <p>(a) Has materially breached its obligations under the Engagement Letter(s) and has not remedied the breach within a month of receiving the party's written notification of the breach.</p> <p>(b) makes an assignment for the benefit of its creditors, files or has filed against it a petition under any bankruptcy, insolvency, reorganization or similar law, appoints or has</p>	Not agreed.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				<p>appointed against it a trustee or receiver for any of its property or commences or has commenced against it (by resolution or otherwise) the liquidation or winding-up of its affairs, which termination shall be effective immediately upon giving notice.</p> <p>10.2 Consultant will be entitled to terminate the Agreement by giving 15 days' notice to the Client in case (i) Client fails to pay the amount due against a correct invoice, 30 days after the same becomes due and payable; (ii) if the provision of Services or Deliverables are delayed for the reasons attributable to Client, including but not limited to, Client's failure to perform its obligations under clause 4 for a period beyond 2 months from the date of this Agreement and Client's failure to remedy it this failure within 30 days or within such further period as Consultant may have subsequently approved in writing. Notwithstanding anything to the contrary stated in this Agreement, Consultant</p>	

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				shall not be obliged to perform its services or submit any further Deliverables where Client is in breach of its payment obligations under this Agreement.	
41.	-----	-----	-----	The fees and any amounts payable under this Agreement are exclusive of all applicable taxes (including GST), levies, duties etc. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. The GST registration number ("GSTIN") provided by the Client will be used by Consultant for filing of the GST returns. Where Consultant issues a credit note to the Client in relation to any invoice, the Client shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by Consultant to the Client. If the Client fails to do so, and this results in additional liability for	The fees and any amounts payable under this Agreement are inclusive of all except GST.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				Consultant, Client shall be liable to be reimburse Consultant for any liability incurred by Consultant (being the tax, interest and any penalties thereon). The current contract pricing are based on an assumption that GST will apply to the services provided by the Consultant to the Client and the consultant is able to claim credit of the GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant	
42.	Short Tender Notice	2	Closing date & time of online submission of e-tender: 12.12.2019 up to 15:00 Hrs.	Kindly request the Authority to extend the submission date by 3 weeks post publication of the pre-bid query response	Refer Sl. 1 above.
43.	Reference	29	(iii) Employer reserves the Right to	Kindly clarify "same quoted	Same quoted rates

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
	Clause 4.2		reduce / increase the Key Personnel / Supporting Staff or the scope of the of the Transaction advisors based on the Schedule of PPP project at the same quoted rates.	rates" as additional resources will incur additional cost	means the accepted rate by the employer as per the scope of work.
44.	Clause 4.3.i	29	i) Scrutiny and evaluation of RFQ and RFP bid as per the documents approved by SFC.	Kindly clarify if the Authority already has the RFQ and RFP documents in place or TAs have to prepare the same. If yes, please advice if the Authority has a model document and the same will be shared with the appointed consultant to prepare the tender documents or the TA has to prepare the model documents.	May please refer Addendum-VII.
45.	Clause 4.3.vii	29	vii) Provide necessary technical, financial and legal assistance from time to time.	Kindly clarify if the TA has to prepare a financial model or will the Authority share the same with them, during the assignment tenure.	The TA has to assist in all matters relating to technical, financial and legal transactions relating to the project.
46.	<u>Clause 4.3.viii</u>	<u>29</u>	viii) Follow-up of compliance and scrutiny of conditions precedent and final closure.	Kindly advice on the tenure of the said project for mechanization of berth no. 3 at HDC. Kindly also clarify, what is meant by "final closure". Is it assignment completion or completion of Berth No. 3 mechanization?	The scope of work including tenure of contract shall be as per Addendum-VII
47.	Clause	29	x) To work out sustainable Royalty for	Kindly clarify what is included in	Please refer Scope of

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
	4.3.x		PPP Projects.	"PPP Projects"	work in Addendum-II.
48.	Clause 4.5.2	30	4.5.2 Payment Schedule	The payment schedule does not capture a mobilization advance. Kindly request the Authority to consider a 10% mobilization advance for locating and arranging all facilities, equipment (engineering and office), transport, supplies, computer hardware and peripherals, computer software, communication system (telephone, fax, e-mail / Internet) and others for the Technical expert.	No mobilization advance is to be provided.
49	Clause 4.2	28	Man power and Eligibility:	For the Technical Head the Educational qualification stipulated is degree in Mechanical/Electrical Engineering. We request that any degree in Engineering including Civil Engineering may kindly be considered for the Technical Head for Transaction Advisory Services.	Tender condition prevails.
50	Clause 5.1.C	32	Scoring Criteria for evaluation of Key Personnel shall be as follows:	The experience stipulated for the Team leader is port related	Tender condition prevails.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				engineering work but for the other two Heads (i. Legal Expert and Financial Expert), the experience stipulated does not require specific port related PPP projects experience. Since this is a very specialized area, we suggest that Legal and Financial Expert should also have port related PPP/BOT project experience to ensure a capable team for handling this assignment.	
51	Schedule of Tender	3	Last date and time for deposition of Earnest Money and Bid Document Fee to the office of Tender Authority of Kolkata Port Trust, Haldia Dock Complex: 13.12.2019 at 15-00 hrs (Scanned copy of the DD/Banker's Cheque should be Uploaded on line).	Please confirm if Earnest Money and Bid Document Fee can be submitted physically (hard copy) by 13.12.2019 since this schedule is contradict with the tender clause 1.5.1 (Page no. 7) & clause 1.6.2 (Page no. 7) indicated submission on or before the last date and time for submission of the offer which is 12.12.2019 at 15-00 hrs.	Yes Bid Document Fee and EMD has to be submitted physically upto 15:00 hrs on 13.12.2019. There is no contradiction the bidder has to upload only the scanned copies of EMD and Bid document receipts but the original copies should be sent physically before the due date to office of Tender Authority.
52	Schedule of Tender	3	Bid Security / EMD - Rs 2,00,000 (Rupees Two Lakhs Only) in the form Banker's Pay	Kindly allow EMD to be submitted as Bank Guarantee	Tender condition prevails

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
			Order or Demand Draft in favor of aldia Dock Complex, Kolkata Port Trust payable at Haldia Dock Complex.		
53	Clause 1.3	6	Minimum Eligibility Criteria: (i) The bidders must be an enlisted firm by IPA in the latest "Panel of Transaction Advisors for PPP projects" published by IPA.	(i) Please confirm, If bidders can submit Letter inviting tenders as proof of enlisted firm by IPA in the latest "Panel of Transaction Advisors for PPP projects" published by IPA.	Agreed.
54	Clause 1.3	6	Minimum Eligibility Criteria: (ii) The bidder should have completed at least one assignment of working as "Transaction Advisor" in PPP project related to Mechanized Dry Bulk material handling during the last 7(seven) years ending on last day of month prior to the date of uploading of the tender. Note: The document in support of past experience as mentioned in (ii) above as transaction advisor of PPP project must be uploaded along with the bid.	In view of enhancing participation for this tender, we suggest amendment for the past experience criteria as mentioned below (ii) The bidder should have completed at least one assignment of working as "Transaction Advisor" in PPP project related to Port development during the last 10 (ten) years ending on last day of month prior to the date of uploading of the tender. Please also confirm that document in support of past experience as mentioned in (ii) above like Certificate for revenue from projects certified by Chartered Accountant/ Work	Tender condition prevails. Work Order/ Letter of Engagement from client with work completion certificate from client shall be uploaded along with offer.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				Order'/ Letter of Engagement / Client's Certificate would be considered.	
55	Clause 4.1	28	The Technical expert will establish an office at Jawahar Tower/ Chiranjibpur office of Haldia Dock complex in the Port Administrative Building, Haldia – 721607. HDC, KoPT will provide necessary office space free of cost. The other members of the Transaction Advisors will function from their designated office in close coordination with the Technical Expert deputed at HDC office. However, the legal and financial experts may have to visit the HDC site as per requirement without any additional cost to HDC. The Transaction Advisor shall function during all the working days of Port and, if required, on holidays also during exigencies. HDC will also provide 1(one) B type Quarter (unfurnished) within Port Township free of cost for accommodation of the technical expert and his supporting staff (if any) . However, electricity charges of the B-type Quarter will have to be paid by the contractor to as per the prevailing rates.	Kindly confirm which support staff have to stationed in Haldia on full-time basis. Also, kindly allow that consultant may station any one of the Key Resources (either Technical Expert or Legal Expert or Financial Expert) in Haldia on full-time basis.	The Technical expert and financial expert will be stationed at Jawahar Tower office HDC. The legal expert will function from his designated office.
55	Clause 3.3.5	16-17	Refer SI No. 4 above	As per generally accepted principal for consultancy contracts, The Licensing Agreement/ Technical Collaboration Agreement/Joint	Refer SI No. 4 above

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				Venture Agreement/ Consortium Agreement is valid for the period of consultancy services. Thus, we request you to amend this condition wherever it may appeared in this tender document.	
56	Clause 5.1.C	32	The Scoring criteria for evaluation of key personnel.	We request you to amend the maximum Marking & Scoring Criteria as mentioned at Section IV in TOR, Clause 4.2 Manpower and Eligibility (Page No. 28), such as Team leader who possess necessary Qualification and having relevant experience of more than 10 years should score full marks. Please confirm.	Tender conditions Prevail.
57	General	----	-----	Regarding the KoPT RFP, There are three aspects to it- Legal, technical and financial transactions. For the legal and technical tie-up, is it possible to have a tie-up with someone on an individual basis or does it have to be a firm/organization.	Tender invited only from IPA empanelled firms. Hence this clause is not applicable.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
58	Clause 1.3.2	6	Minimum Eligibility Criteria (ii) The bidder should have completed at least one assignment of working as "Transaction Advisor" in PPP project related to Mechanized Dry Bulk material handling during the last 7(seven) years ending on last day of month prior to the date of uploading of the tender.	Most government agencies do not provide completion certificates. In the absence of the same, we request you to kindly accept receipt of last payment along with work order to support our past experience.	Work Order/ Letter of Engagement from client with work completion certificate from client to be submitted.
59	Clause 1.5.1	7	Interested tenderers will have to download the tender document from KoPT website www.kolkataporttrust.gov.in and/or www.eprocure.gov.in . The bidder has to submit the tender fee with their offer in the form of Demand Draft or Pay Order towards non-refundable tender fee of Rs. 1770/- (Rupees Seventeen hundred seventy only) including GST @ 18% and EMD of amount Rs 2,00,000/- (Rs Two lakhs only). The Demand Draft or Pay Order will be drawn in the favor of " Haldia Dock Complex, Kolkata Port Trust " and sent to the office of the GM(Engineering), Jawahar Tower, Haldia Dock Complex, Haldia- 721607 before the last date and time for submission of the offer. The downloading of the tender documents	As per the clause, we will be submitting the Demand drafts to your good office prior to uploading the bids. Also, do we need to include the same in our online submission.	Scanned copy to uploaded online.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
			shall be carried out strictly as provided on the web site. No editing, addition / deletion of matter shall be permitted, if such action is observed at any stage, such offer is liable for outright rejection.		
60	Clause 1.6.4	8	Cover I details Techno-Commercial Bid Documents shall contain the following: - Refer tender	Upon examination/ review we understand as per clause Cover I details, point number 12,13 and 14 requires submission of undertaking/ declaration. However, there is no specific/ prescribed format provided in the RFP. We request you to provide us a format for the same.	The bidder has to submit the information required as per Clause no 1.6.4 in their letter head and to uploaded
61	Clause 4.5.2	30	Payment for the services	As per the Clause the payment schedule and milestones are back ended. We propose the following payment schedule.	Please refer Addendum-VII.
62	Clause 5.3.1	35	<u>Combined and final evaluation of Technical and Financial</u> Bids will be finally ranked according to their combined technical (ST) and financial (SF) scores as follows : $S = ST \times Tw + SF \times Fw$ Where S is the combined score, and Tw and Fw are weights assigned to Technical Bid and Financial bid that shall be 0.70 and 0.30 respectively.	The clause states that the bid shall be evaluated as per QCBS basis (70:30), where weights of technical bid and financial bid will be 0.70 and 0.30 respectively. However, donor agencies and other organizations prefer for QCBS (80:20), if not QCBS (90:10) format. This is done so that more emphasis is given to the firm with	Tender condition Prevails.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				adequate technical to deliver the mandate. Hence, we propose QCBS (80:20)/(90:10).	
63	Appendix 3a Note 3	61	Documents in support of experience and eligible assignments shall be uploaded along with the bid.	It is mentioned in the clause that "Documents in support of experience and eligible assignments shall be uploaded along with the bid". However, Experts would have worked in different organizations on different projects during their career, proof of which would be extremely difficult to get as it is the intellectual property of the respective organizations. Since, the CVs are self-attested and same is accepted by donor and other government agencies, we request you to kindly waive of this provision.	Work Order/ Letter of Engagement / Experience Certificate from client shall be submitted.
64	Appendix 3b	62	CV of key personnel	Appendix 3b specifies that CVs should be typed on the bidder's letter head. We are associating with individual experts having extensive experience in technical and legal domain. Please specify whether the CVs of the individuals should be typed on the lead firm's letter head or the individual expert's	May be given on Lead Firm's letter head.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				letter head.	
65	Appendix 3b Note 3	63	CV of key personnel	Clause specifies that "Self-attested copy of professional qualification certificate for each key personnel needs to be submitted". Please clarify whether we need to attach the Master's degree certificate/ Highest qualification or all educational qualification degrees.	All relevant certificates self attested to be enclosed.
66	Appendix 6	66-78	Refer tender	The clause specifies that hard copy of Integrity Pact needs to be submitted. Do we need to submit the hardcopy blank or duly filled in?	No hard copy is to be submitted. Scanned copy to be uploaded duly filled in.
67	Appendix 9	82-84	Refer tender	Appendix 9 specifies the submission of form of agreement. Do we need to submit the hardcopy blank or duly filled in? Please clarify on the same.	No hard copy required. Scanned copy to be uploaded duly filled in.
68	Schedule of Tender	4	Last date and time for online submission of RFP	For submission of comprehensive and quality proposals, we request you to extend the last date of submission from 12.12.2019 by 1 week i.e. 19.12.2019.	Refer Sl. 1 above.
69	SOT	4	Last date & time for online submission of RFP: 12.12.2019 at 15-00 hrs.	We request department to extend the proposal submission	Refer Sl. 1 above.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
				due date to 3 weeks from the date of publication of response to pre-bid queries.	
70	Clause 1.3	6	ii) The bidder should have completed at least one assignment of working as "Transaction Advisor" in PPP project related to Mechanized Dry Bulk material handling during the last 7(seven) years ending on last day of month prior to the date of uploading of the tender.	The bidder should have experience of at at least one assignment of working as " transaction Advisor" in PPP project related to Mechanized Dry Bulk Material Handling.	Refer Sl.2 above.
71	Clause 1.4.2	7	Evaluation of Financial Proposal (Part-II) Financial bids of shortlisted firms shall be opened on a date to be fixed later and intimated to all shortlisted bidders to enable them to be present in the opening if they so wish. The financial Bid of the eligible bidders shall be evaluated as per QCBS basis (70:30). Refer Clause no. 5.3 of tender document.	The assignment is time bound and requires specific expertise for execution because of which Quality of the Consultant Firm is an important consideration. It is therefore suggested that the financial Bid of the eligible bidders shall be evaluated as per QCBS basis (80:20).	Tender condition prevails.
72	Clause 4.2.(i)	28	Man power and Eligibility Technical Expert: Technical background with Graduate in Mechanical/Electrical having at least 10 years in successful handling and award of PPP/BOT Projects head.	Technical background with Graduate in Civil / Mechanical / Electrical or Post Graduate in Management having at least 10 years in successful handling and award of PPP / BOT Projects.	Tender condition prevails.
73	Clause 4.2.(ii)	28	ii) The Consultant shall deploy additional key personnel and other support staff, as required for effective, efficient and timely	Generally in case of lumpsum contracts, the costing is done on an effort-basis and there is	The BoQ is revised and payment to be done on monthly basis. Please

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply
			execution of the works as per TOR at no extra cost to HDC.	no provision for additional deployment of manpower. The clause may therefore be deleted.	refer Addendum-VII.
74	Clause 4.2.(iii)	28	Employer reserves the Right to reduce / increase the Key Personnel / Supporting Staff or the scope of the of the Transaction advisors based on the Schedule of PPP project at the same quoted rates.	In case of lumpsum contracts, the cost of additional manpower required to be deployed cannot be separately estimated. The department may therefore clarify the basis of estimation of man-month rates for additional deployment / reduction.	The BoQ is revised and payment to be done on monthly basis. Please refer Addendum-VII.

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

Annexure A

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply												
75	Clause 5.1. C	32	The Scoring criteria for evaluation of key personnel shall be as follows: Refer Sl. 18 above.	The subject assignment is time bound and requires specific expertise of the firm in the area of PPP transactions for effective delivery. Therefore, the experience of the firm and the proposed Approach and Methodology for execution of the assignment should also be taken into account while undertaking the Technical evaluation of proposals. We therefore suggest that the Scoring Matrix should be as under:	Tender condition prevails.												
				<table><tr><th>Parameter</th><th>Marks</th><td></td></tr><tr><td>Experience of the Firm in undertaking PPP Projects Assignments.</td><td>20</td><td></td></tr><tr><td>Quality of Key Personnel (CV) proposed for the Assignment.</td><td>40</td><td></td></tr><tr><td>Approach and Methodology.</td><td>40</td><td></td></tr></table>	Parameter	Marks		Experience of the Firm in undertaking PPP Projects Assignments.	20		Quality of Key Personnel (CV) proposed for the Assignment.	40		Approach and Methodology.	40		
				Parameter	Marks												
				Experience of the Firm in undertaking PPP Projects Assignments.	20												
				Quality of Key Personnel (CV) proposed for the Assignment.	40												
Approach and Methodology.	40																
The suggested scoring matrix is given in Annexure A.																	

Reply to Pre-Bid Of RFQ no. DM(P&E)/1045/T/57/2019-20

Annexure-I

SI No	Clause no	Page	As specified in Tender /RFQ Clause	Bidders queries	HDC,KoPT's reply																
76	Clause 5.1. C	34	<p>The technical mark earmarked for the team of Transaction advisor are as follows:</p> <table><tr><th>Sl. no.</th><th>Position</th><th>Max. marks</th><th>Min. marks</th></tr><tr><td>2.</td><td>Technical Expert-01</td><td>34</td><td>21</td></tr><tr><td>3.</td><td>Legal Expert-01</td><td>33</td><td>20</td></tr><tr><td>4.</td><td>Financial Expert- 01</td><td>33</td><td>20</td></tr></table> <p>The overall minimum marks for all Key Personnel listed above shall not be less than 61 marks for further consideration.</p>	Sl. no.	Position	Max. marks	Min. marks	2.	Technical Expert-01	34	21	3.	Legal Expert-01	33	20	4.	Financial Expert- 01	33	20	<p>In evaluation of proposals under the QCBS Method, a difference of 1 mark can alter the final score of the bidder. Using a range bound score where the marks are rounded up to the next higher multiple of 10 can therefore cause significant disparity leading to skewed results</p> <p>We would request the department that instead of range bound scores, the absolute score obtained by respective bidders should be taken into account for evaluation of the proposals.</p>	Tender condition Prevails.
Sl. no.	Position	Max. marks	Min. marks																		
2.	Technical Expert-01	34	21																		
3.	Legal Expert-01	33	20																		
4.	Financial Expert- 01	33	20																		