

CORRIGENDUM-VI

Ref. TENDER NO.: SMPK/KDS/CIV/T/2673/32 DT. 06.05.2022

Sub: Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Syama Prasad Mookerjee Port, Kolkata for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System for the period of two years from the date of placement of Work Order.

Reference to subject tender, please find the followings vide this **CORRIGENDUM - VI** :

I) Authority's Reply to query of bidders

II) Annexure -1 for Amended clauses

All other terms & conditions and Clauses will remain same as per original.

**Superintending Engineer (Contract Cell)
For Chief Engineer
Syama Prasad Mookerjee Port, Kolkata**

SMPK Response to Bidders' Queries

Project Name: “Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Syama Prasad Mookerjee Port, Kolkata for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System for the period of two years from the date of placement of Work Order”.

Tender Notice No.: SMPK/KDS/CIV/T/2665/24 Dt. 17.03.2022

Sl. No.	Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
1.	Clause No. 42.1.3.3 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 any entity affiliated with the Consultants, as well as any sub-consultant and any entity affiliated with such sub-consultant; 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.	We request you to kindly relax the condition restricting participation of consultant in any/all consultancy assignments arising/already proposed by SMPK authority during/ after the tenancy of the agreement for PMU	Tender condition prevails
2.	Clause No. 43.21. Liquidated Damages for error/ variation:	In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value.	<p>We request relaxation on subject clause on the ground of human errors and variations beyond control of consultants.</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 5% (five) of the Agreement Value.</p>	Tender condition prevails
3.	Clause No. 43.21 Liquidated Damages for delay	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero-point one percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the 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 Consultant, suitable extension of time shall be granted without levying Liquidated Damages (LD).	<p>We request subject modifications as the delay may be beyond reasonable control of consultants. Hence the penalty may not be completely attributable to PMU services.</p> <p>In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.02% (zero point zero two percent) of the Agreement Value per week, subject to a maximum of 5% (five percent) of the 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 Consultant, suitable extension of time shall be granted without levying Liquidated Damages (LD).</p>	Tender condition prevails

4.	Clause No. 4 (e) Experience & Financial Criteria	Should have experience of at least 3 completed projects as Project Management Consultant (PMC) /Project Management Assistant (PMA)/Project Management Unit (PMU) with Central/State Government Departments.	Please confirm whether the PMC/PMU experience sought is sector agnostic	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
5.	Clause no. 38.1.6 Firm's Experience	Experience of assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 5 years	Request to kindly consider projects completed within time frame of 7-10	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
6.	Clause no. 44 Terms of Reference	Experience of in-house procurement dashboard development	Kindly clarify the requirement	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
7.	Clause No. Appendix-A Project Management Expert	Minimum 7 years of professional experience in project management consultancy for Infrastructure Projects. He should have led the teams for minimum five similar Assignments	Usually, execution projections may extend anywhere between 2-3 years. Hence, we suggest increase in no. of years of experience to achieve 5 eligible experiences. Kindly define similar assignments. Minimum 15 years of professional experience in project management consultancy for Infrastructure Projects. He should have led the teams for minimum five similar Assignments	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
8.	Clause No. 34 A Payment for Consultancy services (Fees in Indian Rupees)	Payment would be at a reasonable periodicity as to be decided by SMPK.	Kindly specify the conditions of payment. Cost has two components- remuneration and reimbursement. Request you to kindly allow submission of cost in above mentioned format	Tender condition prevails
9.	INR 100 , Experience & Financial Criteria	Should have an average annual turnover of more than INR 10 crores from consulting/advisory services in last 3 years	We request you to consider average annual turnover of minimum INR 50 Crores from consulting/ advisory services in last 3 years. This will ensure that for such a prestigious projects client will have a financially stable company on board	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022

10.	Clause 4.0 Experience & Financial Criteria: sub clause €	Should have experience of at least 3 completed projects as Project Management Consultant (PMC) /Project Management Assistant (PMA)/Project Management Unit (PMU) with Central/ State Government Departments.	<ul style="list-style-type: none"> The clause in the RFP only says “PMC/PMU/PMA Projects” but there is no clear parameter to judge the same. The PMC projects can range from any value and in lieu of above it will be an injustice to the clause if there is no parameter for the same and large firms would have less number of projects but the value of the projects will be almost equal to many small PMC projects. Hence to have a fair and clear competition, it is important to set a parameter for evaluation for the same and we request you to Consider Projects” which is in terms of Project Construction Value of more than INR 500 Crore Further we also request you to consider substantial completed projects that are more than 80 % complete. <p>Accordingly we request you to modify the clause as below:-</p> <ul style="list-style-type: none"> Should have experience of at least 3 completed / substantial completed projects as Project Management Consultant (PMC) /Project Management Assistant (PMA)/Project Management Unit (PMU) with Central/State Government Departments having project cost more than INR 500 Crores 	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
11.	Clause 4.0 Experience & Financial Criteria: on Page 17	<ul style="list-style-type: none"> Should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/advisory services for at least 10 years as on March 31, 2021 Experience of assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 5 years 	<ul style="list-style-type: none"> As per RFP page 17, track record of providing consulting/ advisory services for at least 10 years is required, but as per clause 38, page 47, experience is assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 5 years is acceptable. In order to have a uniform clause it is requested that on page 47, experience in last 10 years to be considered. <p>Accordingly we request you to modify the clause as below:-</p> <ul style="list-style-type: none"> Experience of assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 10 years 	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022

12.	Sub Clause 38.1.6 The scoring criteria to be used for evaluation shall be as follows on Page 47	Experience of assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 5 years More than 8 projects: 25 marks More than 6 projects and upto 8 projects: 20 marks More than 4 projects and upto 6 projects: 15 marks 4 projects & less : 10 marks	<ul style="list-style-type: none"> The clause in the RFP only says “Large Infrastructure Projects” but there is no clear parameter to judge the same. The PMC projects can range from any value and in lieu of above it will be an injustice to the clause if there is no parameter for the same as large firms would have less number of projects but the value of the projects will be almost equal to many small PMC projects. Hence to have a fair and clear competition, it is important to set a parameter for evaluation for the same and we request you to Consider Large Infrastructure Projects” which is in terms of Project Construction Value of more than INR 500 Crore. <p>Accordingly we request you to modify the clause as below:-</p> <ul style="list-style-type: none"> Experience of assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) for Large Infrastructure Projects having project cost more than INR 500 Crores in last 10 years o 6 and More than <ul style="list-style-type: none"> 6 projects : 25 marks 5 projects: 20 marks 4 projects: 15 marks 3 projects: 10 marks Less than 3 Project: 0 Marks 	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
13.	Sub Clause 38.1.6 The scoring criteria to be used for evaluation shall be as follows on	Qualifications and Experience of Key Personnel	It is requested to kindly confirm the age limit of the Key Personnel	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
14.	Sub Clause 38.1.6 The scoring criteria to be used for evaluation shall be as follows on	Experience of in-house procurement dashboard development- 10 Marks	We understand that as a proof for this we will need to submit some samples that are executed on the project.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022

15.	clause 37.2 Performance Security	<p>37.2 Performance Security:</p> <ul style="list-style-type: none"> • Within 21 days of issue of letter of award from the Employer, the successful Firm(s) shall furnish to the Employer a Performance Security in the form of a Bank Guarantee • The performance security shall remain in force until six months from the date of issue of completion certificate of assignment and will be released thereafter. 	<ul style="list-style-type: none"> • The clause mentions that on completion the performance security will be released thereafter, but there is no time limit given for same. • Similar to the point 1 wherein the consultant has to submit Bank Guarantee for Performance Security within 21 days from issue of LOA, we request that after completion of the project the client should release the Performance Security within 21 days. 	Tender condition prevails
16.	Clause 43.2 Liquidated damages	<p>43.2.1 Liquidated Damages for error/ variation:</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value</p>	<ul style="list-style-type: none"> • The penalty is on a higher side, we request you to reduce the same. <p>Accordingly we request you to modify the clause as below:-</p> <p>43.2.1 Liquidated Damages for error/ variation:</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 5% (FIVE percent) of the Agreement Value</p>	Tender condition prevails

17.	Clause 43.2 Liquidated damages	43.2.2 Liquidated Damages for delay: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the 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 Consultant, suitable extension of time shall be granted without levying Liquidated Damages (LD).	<ul style="list-style-type: none"> The penalty is on a higher side, we request you to reduce the same. Accordingly we request you to modify the clause as below:- 43.2.2 Liquidated Damages for delay: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one percent) of the Agreement Value per day, subject to a maximum of 5% (FIVE percent) of the 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 Consultant, suitable extension of time shall be granted without levying Liquidated Damages (LD). 	Tender condition prevails
18.	Proforma of Performance certificate / credential of works	Proforma of Performance certificate / credential of works	<p>You would appreciate the fact that it is extremely difficult to get the certificate in the given format as every client have their own format.</p> <p>Further for the projects that are already completed and for which client have issued certificates already then in such case the client will not issue a certificate again.</p> <p>We request you to allow consultant to submit the Proforma of Performance certificate on consultants' letterhead in addition to the clients certificate in the format that is available with the consultant.</p>	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
19.	SCHEDULE OF TENDER (SOT)	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid: 13.06.2022 (Up to 3:00 P.M.)	Client is requested to kindly extend the date of submission of Techno-Commercial Bid & Price Bid by 10 days after issue of replies of Pre-bid meeting.	Refer to corrigendum – V
20.	Clause f	f. Pre – Bid Meeting date & Time: Pre-bid meeting will be held at 11.30 Hours on 23.05.2022 in the chamber of the Chief Engineer of SYAMA PRASAD MOOKERJEE PORT, KOLKATA at SMPK Head Office at 15 Strand Road	Due to various issues it may not be possible for the consultant to travel to the client's office. We request the authority to kindly provide virtual meeting link for virtual meeting to participate and deliberate.	Refer to corrigendum – I & II

		<p>33.2 Pre-Proposal/Tender Meeting and Amendment to Proposal Document:</p> <p>33.2.1 The consultants or his official representative is advised to attend a Preproposal/ Tender meeting which will be convened at the office of the SYAMA PRASAD MOOKERJEE PORT, KOLKATA, 15 Strand Road, Kolkata 700001 on 23.05.2022 at 11:30 hours.</p>		
21.	Clause 5 (b)	<p>Last date of submission of e-tender and opening of the tender:-</p> <p>Submission: 13.06.2022 Up to 15:00 hrs.</p> <p>Opening: 14.06. 2022 after 15:00hrs.</p> <p>And</p> <p>5 (b) Bid Submission end date, page 14</p>	<p>We would like to request the authority to extend the due date by 3 weeks. We are in the process of preparing the proposal and identifying the team for deployment at Authority's office to execute the work as per TOR. We would require additional time for the same.</p> <p>Hence kindly extend the due date by 3 weeks from current due date of 13th June 2022.</p>	Refer to Corrigendum V
22.	Clause 4 (e)	<p>4.0 Experience & Financial Criteria:</p> <p>e) Should have experience of at least 3 completed projects as Project Management Consultant (PMC) /Project Management Assistant (PMA)/Project Management Unit (PMU) with Central/ State Government Departments.</p>	<p>We understand that the assignments requires extensive experience of Project management, program management, procurement support, bid process support. Hence we request the authority to allow all type of assignments with project management support, bid advisory support, procurement support including transaction advisory support assignments as eligible project. Hence we request the authority to kindly modify the criteria as given below:-</p> <p>e) Should have experience of at least 3 completed projects as Project Management Consultant (PMC) /Project Management Assistant (PMA)/Project Management Unit (PMU) / Transaction Advisory unit for PPP & Non-PPP projects with Central/State Government Departments</p>	Refer to Annexure – I for amended clauses
23.	Clause 13	<p>13. QUALIFYING REQUIREMENT</p> <p>b) Scanned Copies of Similar Nature of assignment(s), Completion Certificate(s) from Client as per Clause 4 having Date of Commencement & Completion, Actual Date of Completion, Contract</p>	<p>We would like to bring it to the Authority's notice that there may not be completion certificate available for all completed assignments due to several reasons.</p> <p>In this case we request the authority to kindly allow CA certificate showing project is completed. Further the bidder may submit a self-undertaking for completion of</p>	<p>For documentary evidence following documents will be considered:</p> <p>For completed works:</p> <p>(a) Work order</p> <p>(b) Completion Certificate</p>

		Value, Actual Payment Received , Contact address of the organisation/ Contact person with Mobile No., Land Phone No., FAX No., Postal Address etc who has issued such certificate(s).	the assignment along with notarised LOA/agreement copy with clear scope of work mentioned. Request the authority to kindly consider.	For ongoing Works: (a) Work order (b) Client certificate stating upto date progress work value. / CA certificate
24.	Clause 32 (x)	32. JOINT VENTURES / CONSORTIUM AND OTHER FORMS OF ASSOCIATION x) In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have share of at least 26% (twenty six per cent) each, should satisfy the above conditions of eligibility, provided that each such member shall, for the entire period of the contract, hold share not less than 26%.	We understand that, in case of bidding jointly or in consortium, there is no requirement to form SPV. Hence the same clause is not necessary and this may be necessary. This clause may be deleted Kindly consider.	JV / Consortium is not allowed
25.	Clause 32.3	32.3 Assessment of eligibility: 32.4 In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have share of at least 26% (twenty six per cent) each, should satisfy the above conditions of eligibility, provided that each such member shall, for the entire period of the contract, hold share not less than 26% (twenty six per cent). 32.5 The entity claiming the capability should have held, in the company owning the eligibility, a minimum of 26% equity during the entire period for which the eligible experience is being claimed.	We understand that, in case of bidding jointly or in consortium, there is no requirement to form SPV. Hence the same clause is not necessary and this may be necessary. This clause may be deleted. Kindly consider However as the members are jointly and severally liable, they both can jointly meet the technical and financial criteria. Request to accept this condition.	JV / consortium is not allowed
26.	Clause 33.4.1	33.4.1 Online proposal should be submitted upto 13:00 hours Indian Standard Time (IST) on 18.05.2022 in the manner and form as detailed in this Proposal Documents.	We understand that there is typo error In the due date as mentioned in the clause. This may be corrected.	Refer to corrigendum -V

27.	Clause 38.1.6	<p>38.1.6 The scoring criteria to be used for evaluation shall be as follows:</p> <p>Firm's Experience 1) Experience of assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 5 years The scope of Work as part of the PMC should include the following:</p> <p>The role of the consultant should be end to-end project management including preparation of detailed project reports with engineering drawings, bid process management for appointment of contractors, contractual arrangements with selected contractors, monitoring of construction and contractors</p>	<p>We have evaluated the TOR for this work and have understood it. Please clarify that whether the consultant is required to carryout any detailed engineering work as part of the assignment. If no, then we request the authority to kindly delete the requirement of "preparation of detailed project reports with engineering drawings' from the eligibility criteria. Also each project either EPC mode and PPP mode, requires financial cost benefit analysis. Hence this item may be included in the criteria.</p> <p>The criteria may be modified as follows:- Firm's Experience 1) Experience of assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) or Transaction Advisory for PPP / Non PPP basis for Large Infrastructure Projects in last 5 years The scope of Work as part of the PMC should include the following:</p> <p>The role of the consultant should be end to-end project management including financial appraisal pf the project, cost benefit analysis, Project approval assistance, preparation of tender document, project approval assistance, bid process management for appointment of contractors, contractual arrangements with selected contractors, monitoring of construction and contractors.</p>	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
28.	Clause 38.1.6	<p>38.1.6 The scoring criteria to be used for evaluation shall be as follows.</p> <p>Firm's Experience 4) Experience of providing Consultancy services in the sectors of Ports / Railways / Inland Water Ways / Logistics One Completed Project 5</p>	<p>Basis the TOR, we understand that the consultant has to be well acquainted with the port sector and infrastructure projects and shall have excellent expertise in terms of completed port sector consultancy assignment such as FR, TEFR, strategy, business plan etc. Hence we would like to request the authority to kindly increase the current qualification requirement from 5 marks to 15 marks. And the same for A&M can be reduced from currents 25 marks to 15 marks.</p> <p>The criteria can be modified as follows:- 4) Experience of providing Consultancy services in the sectors of Ports/Railways/Inland Water Ways/Logistics in last 7 years Min one completed assignment – 5 marks Up to 5 Completed Project – 10 marks More than 5 completed assignment – 15 marks</p>	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
29.	Page No. 48	Approach and Methodology (A&M)	Basis the above request, the scoring for A&M can be reduced to 15 marks from 25 marks	Refer to Annexure – I for amended clauses issued vide

		Understanding of the Terms of Reference (ToR) and Approach Methodology, Work Plan and Staffing Schedule		corrigendum – VI dated 03-August-2022
30.	Page No. 48	<ul style="list-style-type: none"> The consultant shall submit the required credentials along with his technical submission for fulfilling the minimum Eligibility Criteria specified in the document. 	<p>We would like to bring it to the Authority's notice that there may not be completion certificate available for all completed assignments due to several reasons. In this case we request the authority to kindly allow CA certificate showing project is completed. Further the bidder may submit a self-undertaking for completion of the assignment along with notarised LOA/agreement copy with clear scope pf work mentioned.</p> <p>Request the authority to kindly consider</p>	<p>The consultant shall submit the required credentials / CA certificate showing project is completed along with his technical submission for fulfilling the minimum Eligibility Criteria specified in the document.</p> <p>Further the bidder have to submit a self-undertaking for completion of the assignment along with notarised LOA/agreement copy with clear scope pf work mentioned.</p>
31.	Clause 44	<p>44 TERMS OF REFERENCE (ToR): GENERAL</p> <p>The scope of work sought for this assignment shall comprise of the following:</p>	Please clarify whether the tendering work for PPP projects are also under the scope of work of not?	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
32.	Additional clauses		<p>We request the addition of the following clauses to the draft contract:</p> <p>Anti- Bribery & Anti-Corruption:</p> <p>Each Party represents, warrants and undertakes that:</p> <p>(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of 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</p>	Tender condition prevails

			<p>to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “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 Clause (a) and Clause (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.	Additional clauses		<p>We request the addition of the following clauses to the draft contract:</p> <p>Non-Exclusivity: The Client acknowledges that Consultant 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.</p>	Tender condition prevails
34.	Additional clauses		<p>We request the addition of the following clauses to the draft contract:</p> <p>Economic and Trade Sanctions 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</p>	Tender condition prevails

			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 shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client's breach.	
35.	Additional clauses		We request the addition of the following clauses to the draft contract: Client may notify the Consultant in writing within 10 calendar days of Consultant providing the Deliverables to the Client any substantial non-conformity of the Deliverables vis-à-vis the Requirements. Upon receiving Client's notification, the Consultant shall rectify the non-conformity verified by it and resubmit the Deliverables to the Client within 15 calendar days. The Deliverables shall be considered "accepted" upon such re-delivery or the expiry of 10 calendar days as stated above, whichever is earlier.	Tender condition prevails
36.	Additional clauses		<p>We request the addition of the following clauses to the draft contract:</p> <p>The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement. In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise</p>	Tender condition prevails
37.	Additional clauses		<p>The fees any amount Payable:-</p> <p>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. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be</p>	Tender condition prevails

			considered as the consumption location for the Services provided by Consultant under this Agreement. 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 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 statement values to the Consultant.	
38.	Clause 38.1.6; Criteria; Point 2	Experience of providing procurement support for Infrastructure projects. The Scope of Work should include assisting Government in procurement of EPC works of infrastructure projects including preparation of RFP, running the tendering process, evaluation of bids handling timely and efficient procurement planning and execution, co-ordination with relevant executing agencies (EAs), procurement monitoring and evaluation through MIS dashboard, reporting, assistance in overall administration of contracts including contract monitoring, payment processing, contract closure and documentation.	Request you to please confirm if you will consider credentials of advisory services which includes bid process management, concessionaire agreement signing and documentation. Request to remove the clause of consultancy value.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
39.	Clause 38.1.6; Criteria; Point 4	Experience of providing Consultancy One Completed Project services in the sectors of	Please elaborate the type of consultancy assignments to be provided as eligibility – DPR / PMC / FS	Tender condition prevails

		Ports/Railways/Inland Water Ways/Logistics		
40.	Clause 32	Joint Ventures /Consortium and other forms of association	Request to please allow JV/Consortium; if yes, how many no of firms can form a consortium.	Tender condition prevails
41.	Clause 38.1.6 SI no. 1	Firm's Experience Experience of assisting Government / Government Authority / PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 5 years. The scope of Work as part of the PMC should include the following: The role of the consultant should be end-to-end project management including preparation of detailed project reports with engineering drawings, bid process management for appointment of contractors, contractual arrangements with selected contractors, monitoring of construction and contractors.	Please provide the definition of Large Infrastructure Projects in terms of Cost.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
42.	Clause 38.1.6 SI no. 3	Firm's Experience: Experience of procurement development in- house dash board	As per PMC this criteria is very rare to fulfill it for a Civil Consultancy firm. Hence, we request your good self to kindly relax the mentioned criteria.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
43.	Clause 38.1.6 SI no. 3	Firm's Experience: Experience of providing Consultancy services in the sectors of Ports/Railways/Inland Water Ways/Logistics	We understand that the project pertaining to Port related works. Therefore, we would like to request your good office to kindly increase the weightage of the projects done in the sectors of Ports/Railways/Inland Water Ways/Logistics	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
44.		We would like to request your good self to kindly extend the last date of bid submission to two weeks from the date of release of clarifications of the bid.		Refer to corrigendum – V
45.	Time Schedule Clause No 21	The time period for providing the contractual service is 24 (twenty-four) Months.	We request the authority to increase the time period of the contractual service from 24 months to 36 months with further extension possibility of 24 months with a mutually agreeable upward revision of professional fees, this will result in continuity, better outcome & will be helpful from the delivery perspective. Hence, we request the clause to be modified as	Tender condition prevails

			mentioned below: The time period for providing the contractual service is 36 (thirty-six) months with further extension possibility of 24 (twenty-four) months.	
46.	Annexure D Point No xi) Documents to be uploaded along with Part-I	A list of technically qualified and skilled persons would be engaged to supervise and execute the work.	Please clarify the technically qualified people can be billed at a pre-decided rate, not less than that will be billed for the TL.	Tender condition prevail
47.	Annexure D Point No xiv Documents to be uploaded along with Part-I	A list of Service contracts/works/projects which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-C' (Schedule – T) in Part-I of the tender document.	We are a services organization and do not undertake any works contracts. The said format at Schedule T, Annexure C will therefore not be applicable to us and hence this form should be deleted.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
48.	(B) BID INFORMATION: Point No 5	Last date of submission of EMD & Bid Document fee at SYAMA PRASAD MOOKERJEE PORT, KOLKATA. Three working days after the last date of closing of online bidding for the e-tender	We request the authority to clarify whether the EMD & Bid Document fee needs to be paid online or in hardcopy.	Tender condition prevail
49.	4.0 Experience & Financial Criteria: Point No 4 d)	Should have an average annual turnover of more than INR 10 crores from consulting/advisory services in last 3 years. The audited copy of the financial statements should be submitted	As per our read and understanding of the Scope of Work / Terms of Reference (TOR) it requires the technically qualified and strong firms for effectively and successfully executing a project like this. Hence firms with higher turnover shall be considered for a project like this where project is of prime importance to the authority. Firms with lower turnover try and quote any price to win the tender and later are not able to ensure the quality deliverables. We hereby request the department to kindly revised Clause as mentioned below: Average Annual financial turnover during the last three years, ending 31st March of the previous financial years, should be at least Rs. 300 Crores as certified by the Statutory Auditor i.e. FY 2018-19, 2019-20, 2020-2021.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022

50.	4.0 Experience & Financial Criteria Point No 4 e)	Should have experience of at least 3 completed projects as Project Management Consultant (PMC) /Project Management Assistant (PMA)/Project Management Unit (PMU) with Central/State Government Departments	<p>We humbly request you to kindly consider only the completed PMU experience.</p> <p>Hence the criteria should be modified as: “Should have experience of 5 completed projects as Project Management Unit (PMU) with Central/State Government Departments in the last 5 years with a minimum consulting fee of INR 1 crore.”</p> <p>Only projects where bidder were Sole bidder shall only be considered for evaluating the completed project experience in the eligibility criteria. The following documentary evidence will be considered as necessary and sufficient - Copy of LOA / Agreement / Work Order and Completion Certificate from the Client.</p>	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
51.	31.4. Eligible Bidders: 31.4.2 The Tenderer shall satisfy the Minimum Eligibility Criteria as under Clause 4.	Note: Indian subsidiary of an international company can submit the bid by using the experience/ references of their parent company to fulfill the Minimum Eligibility Criteria, provided the bidder gives authorization from parent company. The party must submit, with its Technical Proposal, the documentary evidence regarding fulfillment of all the above criteria	We humbly request the authority to consider credentials of the applicant only. Credentials of Parent company / Subsidiaries/Affiliates etc. shall not be considered.	Agreed
52.	Clause no 33.4.1	Online proposal should be submitted upto13:00 hours Indian Standard Time (IST) on 18.05.2022 in the manner and form as detailed in this Proposal Documents	We assume this point as a typo error, request the authority to kindly clarify the same.	Refer to corrigendum V
53.	38 CRITERIA FOR EVALUATION: Clause No 38.1.4	<p>A two stage procedure will be adopted in evaluating the proposals:</p> <p>(i) a Technical evaluation, which will be carried out prior to opening any financial proposal and (ii) a financial evaluation on each of the parameters under the technical score, the Bidder would be required to achieve a minimum of 60% of the Technical Score assigned to that</p>	<p>In order to assess the higher technical competence of the bidders, we humbly propose the below:</p> <p>A two stage procedure will be adopted in evaluating the proposals: (i) a Technical evaluation, which will be carried out prior to opening any financial proposal and (ii) a financial evaluation On each of the parameters under the technical score, the Bidder would be required to achieve a minimum of 70% of the Technical Score assigned to that parameter so as to get included in the computation of the Total Technical Score for the Bidder and to be</p>	Tender condition prevails

		parameter so as to get included in the computation of the Total Technical Score for the Bidder and to be qualified. The maximum achievable Total Technical Score for every Bidder would be 100. The party/ies who have secured minimum Total Technical score of 70 points will be declared as qualified for opening of Financial Proposal.	qualified. The maximum achievable Total Technical Score for every Bidder would be 100. The party/ies who have secured minimum Total Technical score of 80 points will be declared as qualified for opening of Financial Proposal.													
54.	38 CRITERIA FOR EVALUATION: 38.1.6 The scoring criteria to be used for evaluation	The scoring criteria to be used for evaluation	<p>To assess the higher technical competence of the bidders, we propose an evaluation matrix for a competitive bidding, the same is attached below as Annexure B.</p> <p>We request the authority to kindly consider the proposed evaluation criteria.</p> <table><tr><th>Sl. No</th><th>Evaluation Criteria</th><th>Scoring Criteria</th><th>Maximum Marks</th></tr><tr><td>i.</td><td>Experience of assisting Central Government / State Government (Department, Agency, SPV) as Project Management Consultant (PMC) or Project Management Unit (PMU) for Large Infrastructure Projects in India in the last 5 years with a fee realization of atleast 2 crores for each project.</td><td>More than 6 projects: 15 Marks More than 4 - 6 projects: 10 Marks 2 - 4 projects: 5 Marks</td><td>15</td></tr><tr><td></td><td>The scope of Work</td><td></td><td></td></tr></table>	Sl. No	Evaluation Criteria	Scoring Criteria	Maximum Marks	i.	Experience of assisting Central Government / State Government (Department, Agency, SPV) as Project Management Consultant (PMC) or Project Management Unit (PMU) for Large Infrastructure Projects in India in the last 5 years with a fee realization of atleast 2 crores for each project.	More than 6 projects: 15 Marks More than 4 - 6 projects: 10 Marks 2 - 4 projects: 5 Marks	15		The scope of Work			Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
Sl. No	Evaluation Criteria	Scoring Criteria	Maximum Marks													
i.	Experience of assisting Central Government / State Government (Department, Agency, SPV) as Project Management Consultant (PMC) or Project Management Unit (PMU) for Large Infrastructure Projects in India in the last 5 years with a fee realization of atleast 2 crores for each project.	More than 6 projects: 15 Marks More than 4 - 6 projects: 10 Marks 2 - 4 projects: 5 Marks	15													
	The scope of Work															

				<p>as part of the PMC/PMU should include the following:</p> <p>The role of the consultant should be end- to-end project management including preparation of Detailed Project Reports with Engineering Drawings, Bid Process Management, Monitoring and Supervision of construction.</p>				
			i.	<p>Experience of providing procurement management for infrastructure project to Central / State Government in the last 5 years.</p> <p>Only assignments where the Scope of Services include assisting Government in procurement of EPC works of infrastructure projects including preparation of RFP, procurement plan, running the tendering process, evaluation of bids handling timely and efficient procurement planning and execution, co-</p>	<p>Single eligible assignment where fee realized is Rs. 10 Crore or more</p> <p>Single eligible assignment where fee realized is more than 7.5 Crore but less than 10 Crore</p> <p>Single eligible assignment where fee realized</p>	<p>20</p> <p>15</p> <p>10</p>	25	

			<p>ordination with relevant executing agencies (EAs), procurement monitoring and evaluation through MIS dashboard, reporting, assistance in overall administration of contracts including contract monitoring, payment processing, contract closure and documentation shall be considered for evaluation (Eligible Assignment). (The qualifying project should be exclusively for procurement management and not wherein procurement is a subcomponent of a larger project. Transaction Advisory / PPP projects are not considered as eligible projects)</p> <p>Additional 5 marks would be awarded if bidder has successfully developed and prepared a Dashboard exclusively for monitoring of all the</p>	is more than 5 Crore but less than 7.5 Crore				
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				procurement related activities for the above project. (Generic Dashboard having multiple purpose usage will not be considered eligible; Screenshot of Procurement Dashboard and certificate from client would be required to prove the experience)				
			i.	Experience of providing PMU services to any major Port Trust in India for Procurement Management, Contract Administration and Project Monitoring. The eligible project should have completed a minimum duration of 2 year with a fee realized of atleast Rs. 2 Crore in the last 3 years.	1 Eligible Project		10	
			ii.	Qualification and competence of the proposed Key Personnel and SME for the Assignment	-		20	
			iii.	Proposed technical approach and work	-		30	

			<p>plan in response to the TOR</p> <p>(a) Understanding of the Scope of Work</p> <p>(b) Approach and Methodology</p> <p>(c) Work Plan and Staffing Schedule The bidder shall have to make a presentation to the authorities</p>			
			Total		100	
			<p>Note:</p> <p>The Bidder must submit, with its Technical Proposal, documentary evidence regarding fulfilment of all the above criteria.</p> <p>For the purpose, ongoing assignments shall also be considered where minimum project duration of 2 years is completed.</p> <p>Project highlighted in one criteria can't be repeated in any other criteria for technical evaluation and scoring marks.</p> <p>The following documentary evidence will be considered as necessary and sufficient.</p> <ul style="list-style-type: none"> • Copy of LOA / Work Order / Agreement / Completion Certificates from the Client. • The projects cited should be in the name of the Bidder and not in the name of any subsidiary or associate or affiliate entity of the Bidder. 			

55.	Clause No 42.7.4 Removal and/or Replacement of Personnel	<p>a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications. The upper limit of substitution on account of various reasons including on health ground should normally not exceed 25% of the total key personnel as given in Appendix A.</p> <p>b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible</p>	<p>The clause may be modified as below:</p> <p>a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants (including Health Grounds, Resignation by the Key Personnel etc), it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide a suitable replacement as per the experience and qualification asked in the RFP.</p> <p>b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide a suitable replacement as per the experience and qualification asked in the RFP.</p> <p>c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as are placement shall not exceed the remuneration which would have been payable to the Personnel replaced.</p>	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
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		<p>dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as are placement shall not exceed the remuneration which would have been payable to the Personnel replaced. Further for Key Personnel replaced for the second time, the remuneration payable shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel. Also, if the total replacement of Key Personnel exceeds 25%, the remuneration payable for Key Personnel shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel.</p>		
56.	Clause No 42.3 Liability of the Consultants	<p>Limitation of the Consultants' Liability towards the Employer</p> <p>(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 Consultants, with respect to damage caused by the Consultants to the Employer's</p>	<p>The clause may be modified as below:</p> <p>Limitation of the Consultants' Liability towards the Employer</p> <p>(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 Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer.</p>	Tender condition prevails

		<p>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. However not withstanding with the above the Consultant's liability not to exceed 1 X of the total Contract Value.</p> <p>(c) 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>i. For any indirect or consequential loss or damage; and</p> <p>i. For any direct loss or damage that exceeds the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder,</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>	
57.	APPENDIX – A - KEY PERSONNEL	APPENDIX – A - KEY PERSONNEL	<p>We have suggested the revised responsibility matrix in the Annexure D and have proposed a revised Appendix A. We request the authority to kindly consider the proposed team mix.</p> <p>APPENDIX – A: KEY PERSONNEL The Project Team shall include, but not be limited to, at least the following Key Experts:</p>	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022

Deployment Team:**(a) Team Leader (One)**

Educational Qualification	Graduate Engineer (Civil/ Mechanical/ Electrical); And Master's degree (or equivalent) in related discipline/Management from a reputed and recognized university or institution shall be preferred.
Essential Experience	<ul style="list-style-type: none">• Minimum 07 Years of experience in Project Management for Infrastructure Projects.
Responsibility	<p>Team Leader shall report to the client. He/She will be responsible for the overall delivery and is expected to support client in ensuring that the PMU deliverables are in accordance with Scope of Work as mentioned in Section</p> <p>The Team Leader may also support on below mentioned points on need basis:</p> <ul style="list-style-type: none">• Advise on long-term and short-term strategy to enhance the investments in ports and new avenues in ports and assist in implementing the said strategy• Team Leader shall be responsible for delivery of project for both the Docks and is expected to travel to Haldia on regular basis for team management and discussion on deliverables

			(b) Project Management Specialist (Two)		
			Educational Qualification	Graduate Engineer (Civil/Mechanical/Electrical)	
			Essential Experience	<ul style="list-style-type: none">• More than 3 years of experience in project management for Infrastructure Projects.• Should have worked as a Project Management/Monitoring professional for two infrastructure projects.	
			Responsibility	In accordance with Scope of Work as mentioned in Terms of Reference	
			(c) Procurement Specialist (Two)		
			Educational Qualification	Graduate Engineer (Civil/Mechanical/Electrical) or Post Graduate in Management	
			Essential Experience	<ul style="list-style-type: none">• More than 3 years experience in procurement / bid process management / contract management for Infrastructure Projects.• Should have experience in handling bid process management/contract management for two infrastructure projects.	
			Responsibility	In accordance with Scope of Work as mentioned in Terms of Reference	
			(d) Management Information Systems Support Specialist (One)		
			Educational Qualification	Graduation from a reputed University/Institution	

Essential Experience	Experience of working on MS Excel tools and Power Point Presentations for Infrastructure projects (except Real Estate sector projects)
Responsibility	In accordance with Scope of Work as mentioned in Terms of Reference

Annexure C

Deployment Team:

Proposed Position	Marking Criteria	Maximum Marks
Team Leader - 1 (Deployed at Authority office in Kolkata)	<ul style="list-style-type: none"> • More than 7 years of experience – 1 marks • Experience of Project / Programme Management, Implementation & Procurement for Infrastructure projects (except Real Estate sector projects) – 1 Mark each project upto maximum of 4 Marks 	5
Project Management Specialist - 2 (1 members each deployed at the Authority office in Kolkata and Haldia)	<ul style="list-style-type: none"> • More than 3 years of experience – 1 marks • Experience of Project / Programme Management and Implementation for Infrastructure projects (except Real Estate sector projects) – 1 Mark each project upto maximum of 2 Marks 	6
Procurement Specialist - 2 (1 members each deployed at the Authority office in Kolkata and Haldia)	<ul style="list-style-type: none"> • More than 3 years of experience – 1 marks • Experience of Procurement, Bid Process Management, Contract Management & 	6

			<table><tr><td>office in Kolkata and Haldia)</td><td>Administration for Infrastructure projects (except Real Estate sector projects) – 1 Mark each project upto maximum of 2 Marks</td><td></td></tr><tr><td>Management Information Support Specialist - 1 (Deployed at Authority office in Kolkata)s</td><td><ul style="list-style-type: none">• More than 3 years of experience – 1 marks• Experience of working on MS Excel tools and Power Point Presentations for Infrastructure projects (except Real Estate sector projects)• 1 Mark each project upto maximum of 2 Marks</td><td>3</td></tr></table>	office in Kolkata and Haldia)	Administration for Infrastructure projects (except Real Estate sector projects) – 1 Mark each project upto maximum of 2 Marks		Management Information Support Specialist - 1 (Deployed at Authority office in Kolkata)s	<ul style="list-style-type: none">• More than 3 years of experience – 1 marks• Experience of working on MS Excel tools and Power Point Presentations for Infrastructure projects (except Real Estate sector projects)• 1 Mark each project upto maximum of 2 Marks	3	
office in Kolkata and Haldia)	Administration for Infrastructure projects (except Real Estate sector projects) – 1 Mark each project upto maximum of 2 Marks									
Management Information Support Specialist - 1 (Deployed at Authority office in Kolkata)s	<ul style="list-style-type: none">• More than 3 years of experience – 1 marks• Experience of working on MS Excel tools and Power Point Presentations for Infrastructure projects (except Real Estate sector projects)• 1 Mark each project upto maximum of 2 Marks	3								
58.	Proforma of Performance certificate/credential of works	Bidders may submit the completion certificates which has already been issued by the client with specific mention of relevant details [To be issued on issuing authority's letterhead duly signed with office seal]	<p>We request if authority can consider and accept the existing completion certificate issued by the client, arranging new certificate for a same project from the client every time is a challenge.</p> <p>We additionally propose in annexure A - Project Detail Sheet (PDS) format which captures all the relevant details about a project. We request the authority to kindly consider and accept the same.</p> <table><tr><td>Assignment name:</td><td>Approx. value of the contract (in INR):</td></tr><tr><td>Country: Location within country:</td><td>Duration of assignment (months):</td></tr><tr><td>Name of Client:</td><td>Start date (month/year): End date (month/year):</td></tr></table>	Assignment name:	Approx. value of the contract (in INR):	Country: Location within country:	Duration of assignment (months):	Name of Client:	Start date (month/year): End date (month/year):	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
Assignment name:	Approx. value of the contract (in INR):									
Country: Location within country:	Duration of assignment (months):									
Name of Client:	Start date (month/year): End date (month/year):									

			<div> Name of associated Consultants, if any: Name of senior professional staff of your consulting firm/organization involved and designation and/or functions performed (e.g. Project Director/Coordinator, Team Leader): </div>	
			Narrative Description of Project:	
			Description of actual services provided by your staff within the assignment	
59.	Bill of Quantity	Bill of Quantity	<p>In the RFP somewhere it is mentioned Project Management Specialist as 2 and in the BOQ format it is mentioned as 3, we request the authority to kindly clarify the same.</p> <p>We understand the fee has to be quoted exclusive of GST for the assignment, kindly clarify the same.</p>	<p>Project Management Specialist required three (03) in numbers</p> <p>BOQ will be exclusive of GST which will be paid extra</p>
60.	Additional Clauses	Additional Clauses	<p>We request the authority to kindly consider and incorporate the following clauses pertaining to Mutual Indemnification, Retention of copies, Non-Solicitation, Non-Exclusivity and Confidentiality.</p> <p>Mutual Indemnification Clause:</p> <ul style="list-style-type: none"> The Authority shall indemnify and hold harmless the Consultant against all claims by third parties (contractual or in tort), threatened claims, suits, taxes, penalties, liabilities, damages, costs and expenses, suffered, incurred, arising or expended ("Claims"), directly or indirectly by reason of Consultant's performance under this Engagement or from having performed any services to the Authority, except in the event of fraud, gross negligence, or willful misconduct on the part of the Consultant. However, the Authority shall not be liable for any special, consequential, or incidental damages (including but not limited to damages for loss of goodwill and the like) arising out of this Engagement. 	<p>Not accepted, Tender condition prevails</p>

			<ul style="list-style-type: none"> • The indemnity obligations as set out above shall survive the termination or rescission for any reason of the contractual relationship between the Consultant and the Authority until the expiry of the relevant statute of limitation applicable to any claims. <p>Non-Solicitation clause:</p> <ul style="list-style-type: none"> • Non-Solicitation - Each Party undertakes during the effective term of this engagement and for a period of 1 (one) year thereafter, not to solicit, hire or employ directly or indirectly any partner, director, personnel or employee of the other Party who has had any involvement in the engagement except with the prior written consent of the other Party. <p>Non-Exclusivity Clause:</p> <ul style="list-style-type: none"> • The Parties acknowledge that the Consultant shall have the right to provide consulting or other professional services of any kind or nature whatsoever to any person or entity as the Consultant in its sole discretion deems appropriate. <p>Retention of Copies:</p> <ul style="list-style-type: none"> • The Consultant shall be permitted to retain copies of such Confidential Information as it is required to retain for legal or professional regulatory purposes. The Consultant's confidentiality obligations shall continue indefinitely whilst such confidential information is retained. <p>Confidentiality Clause:</p> <p>The Consultant and the Personnel shall not, either during the term or within 1 (one) year after the expiration of this Agreement, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or the Client's business or operations without the prior written consent of the Client except as required by applicable law or regulation.</p> <p>Notwithstanding the aforesaid, the Consultant and its Personnel may disclose Confidential Information to the extent that such Confidential Information:</p>	
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			<p>i. was in the public domain prior to its delivery to the Consultant or becomes a part of the public knowledge from a source other than the Consultant;</p> <p>ii. was obtained from a third party with no known duty to maintain its confidentiality</p> <p>iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant shall give the Client, written notice as maybe legally and practically possible and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and</p> <p>iv. is provided to the professional advisers, agents, auditors or representatives of the Consultant, as is reasonable under the circumstances; provided, however, that the Consultant shall require their professional advisers, agents, auditors or its representatives, to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance.</p> <p>v. The Consultant shall be permitted to retain copies of such Confidential Information as it is required to retain for legal or professional regulatory purposes. The Consultant's confidentiality obligations shall continue indefinitely whilst such confidential information is retained.</p>	
61.	Clause 31.4.1 & Clause 32	<p>31.4. Eligible Bidders:</p> <p>31.4.1 The Bidder should be a single entity. This will prevail over all other clauses of NIT.</p> <p>32. Joint Ventures/ Consortium and Other Forms of Association</p> <p>Note: In case the applicant is a Joint venture / consortium it is to be limited to three partners subject to</p>	<p>It is understood that "single entity" implies sole bidder, and the subject clause 31.4 supersedes all other clauses of the NIT. However, Clause 32 in toto, Clause 38.1.3, Annexure V, Annexure VI A and B read and imply that the bidder may be sole/ consortium. We believe Clause 31.4.1 supersedes the other clauses. Please clarify if our understanding is in line with the RfP.</p>	Clause 31.4.1 supersedes all other clause

		each of them satisfying some part or all Minimum Eligibility Criteria.														
62.	Clause 38.1.6 Scoring criteria	<div>38.1.6 The scoring criteria to be used for evaluation shall be as follows.</div> <table><tr><th>S. No</th><th>Criteria</th><th>Details</th><th>Maximum Marks</th></tr><tr><td>3</td><td>Experience of in-house procurement dashboard development</td><td></td><td>10</td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	S. No	Criteria	Details	Maximum Marks	3	Experience of in-house procurement dashboard development		10					<div>We believe that the subject criteria of “in house procurement dashboard development” is open ended and subject to interpretation of individual bidders. Based on our understanding of the scope of work, it is inferred the consultant’s role pertaining to procurement comprises of suggesting the Authority for transforming existing tendering process in ERP Eco system. The RfP does not provide any other clarity on the details of technology interventions like dashboard, ERP etc. to be provided by the Consultant.</div> <div>In view of the same, we request the Authority to clarify the detailed scope requirements of the said procurement dashboard</div> <div><ul style="list-style-type: none">• whether the bidder has to demonstrate the experience of in-house procurement dashboard development with self-declaration, screenshots of dashboard, application, application demo, client certificate etc.• whether the in-house developed procurement dashboard experience being utilized for the firm’s purpose will be acceptable or the dashboard utilized for clients and firm’s purpose will be both acceptable</div>	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
S. No	Criteria	Details	Maximum Marks													
3	Experience of in-house procurement dashboard development		10													

63.	Special condition of contract Clause 4.0 & Clause 38.1.6	<p>4.0 Experience & Financial Criteria:</p> <p>e. Should have experience of at least 3 completed projects as Project Management Consultant (PMC) /Project Management Assistant (PMA)/Project Management Unit (PMU) with Central/State Government Departments.</p> <p>38.1.6 The scoring criteria to be used for evaluation shall be as Follows:</p> <table><tr><th colspan="2">Firm's Experience</th></tr><tr><td>1.</td><td><div><div>Experience of assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) for <u>Large Infrastructure Projects in last 5 years</u> The scope of Work as part of the PMU should include the following: The role of the consultant should be end-to-end project management including preparation of detailed project reports with engineering drawings, bid process management for appointment of contractors, contractual arrangements with selected contractors, monitoring of construction and contractors.</div><div>More than 8 projects : 25 marks More than 6 projects and upto 8 projects: 20 marks More than 4 projects and upto 6 projects: 15 marks 4 projects & less : 10 marks</div></div></td></tr><tr><td>2.</td><td><div><div>Experience of providing procurement support for Infrastructure projects. The Scope of Work should include assisting Government in procurement of EPC works of infrastructure projects including preparation of RFP, running the tendering process, evaluation of bids handling timely and efficient procurement planning and execution, co-ordination with relevant executing agencies (EAs), procurement monitoring and evaluation through MIS dashboard, reporting, assistance in overall administration of contracts including contract monitoring, payment processing, contract closure and documentation.</div><div>Consultancy Contract Value: Single assignment of Consulting Value More than 5 Crores –15 Marks More than 2 Crores, less than 5 Crores – 10 Marks More than 50 Lacs, less than 2 Crores – 5 Marks.</div></div></td></tr></table>	Firm's Experience		1.	<div><div>Experience of assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) for <u>Large Infrastructure Projects in last 5 years</u> The scope of Work as part of the PMU should include the following: The role of the consultant should be end-to-end project management including preparation of detailed project reports with engineering drawings, bid process management for appointment of contractors, contractual arrangements with selected contractors, monitoring of construction and contractors.</div><div>More than 8 projects : 25 marks More than 6 projects and upto 8 projects: 20 marks More than 4 projects and upto 6 projects: 15 marks 4 projects & less : 10 marks</div></div>	2.	<div><div>Experience of providing procurement support for Infrastructure projects. The Scope of Work should include assisting Government in procurement of EPC works of infrastructure projects including preparation of RFP, running the tendering process, evaluation of bids handling timely and efficient procurement planning and execution, co-ordination with relevant executing agencies (EAs), procurement monitoring and evaluation through MIS dashboard, reporting, assistance in overall administration of contracts including contract monitoring, payment processing, contract closure and documentation.</div><div>Consultancy Contract Value: Single assignment of Consulting Value More than 5 Crores –15 Marks More than 2 Crores, less than 5 Crores – 10 Marks More than 50 Lacs, less than 2 Crores – 5 Marks.</div></div>	<p>Based on our understanding of the subject clause, the bidder is to exhibit 3 completed projects as Project Management Consultant (PMC) /Project Management Assistant (PMA)/Project Management Unit (PMU) with Central/State Government Departments.</p> <p>Clause 38.1 Technical Evaluation criteria explicitly mentions the minimum consultancy fee value (INR 2 Cr) and duration of past project experience (5 years) for demonstrating the firm's experience.</p> <p>Please clarify if the 3 completed projects to be exhibited under MQC (Minimum Qualification Criteria)</p> <ul style="list-style-type: none">should adhere to the consultancy fee and duration as specified in the Technical evaluation criteria can be repeated under the Firm's experience for Technical evaluation	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 02-August-2022
Firm's Experience										
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64.	Clause 38.1.6 & Clause 13	38.1.6 The scoring criteria to be used for evaluation shall be as follows.	Based on our comprehension of the Criteria 1 and 2 for demonstrating the firm's experience, it is construed that the bidder must demonstrate his experience of undertaking (implying ongoing as well) the said nature of projects.	Certificate form client will be only considered.						

		<table><tr><th>S.No.</th><th>Criteria</th><th>Details</th><th>Max. Mark</th></tr><tr><td colspan="4">Firm's Experience</td></tr><tr><td>1.</td><td>Experience of assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 5 years. The scope of Work as part of the PMC should include the following: The role of the consultant should be end-to-end project management including preparation of detailed project reports with engineering drawings/bid process management for appointment of contractors, contractual arrangements with selected contractors, monitoring of construction and contractors.</td><td>More than 8 projects : 25 marks More than 6 projects and upto 8 projects: 20 marks More than 4 projects and upto 6 projects: 15 marks 4 projects & less : 10 marks</td><td>25</td></tr><tr><td>2.</td><td>Experience of providing a procurement support for Infrastructure projects. The scope of work should include assisting Government in procurement of EPC works of infrastructure projects including preparation of RFP, running the tendering process, evaluation of bids handling timely and efficient procurement planning and execution, co-ordination with relevant executing agencies (EAs).</td><td>Consultancy Contract Value: Single assignment of Consulting Value More than 5 Crores – 15 Marks More than 2 Crores, less than 5 Crores – 10 Marks More than 50 Lacs, less than 2 Crores – 5 Marks.</td><td></td></tr></table>	S.No.	Criteria	Details	Max. Mark	Firm's Experience				1.	Experience of assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 5 years. The scope of Work as part of the PMC should include the following: The role of the consultant should be end-to-end project management including preparation of detailed project reports with engineering drawings/bid process management for appointment of contractors, contractual arrangements with selected contractors, monitoring of construction and contractors.	More than 8 projects : 25 marks More than 6 projects and upto 8 projects: 20 marks More than 4 projects and upto 6 projects: 15 marks 4 projects & less : 10 marks	25	2.	Experience of providing a procurement support for Infrastructure projects. The scope of work should include assisting Government in procurement of EPC works of infrastructure projects including preparation of RFP, running the tendering process, evaluation of bids handling timely and efficient procurement planning and execution, co-ordination with relevant executing agencies (EAs).	Consultancy Contract Value: Single assignment of Consulting Value More than 5 Crores – 15 Marks More than 2 Crores, less than 5 Crores – 10 Marks More than 50 Lacs, less than 2 Crores – 5 Marks.		<p>However, Clause 13 states that the documentary proof to be provided for the fulfilling the qualifying criteria is only “completion certificate from Client.</p> <p>Please clarify if the documentary proof can be Client certificate or statutory auditor’s certificate or completion certificate for technical evaluation under Criteria 1 and 2.</p>	
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65.		<p>13. Qualifying Requirement The Bidder(s) shall furnish documentary proof as below for fulfilling qualifying criteria as above failing which their offer may be summarily rejected:</p> <p>b) Scanned Copies of Similar Nature of assignment(s), Completion Certificate(s) from Client as per Clause 4 having Date of Commencement & Completion, Actual Date of Completion, Contract Value, Actual Payment Received, contact address of the organization/ Contact person with Mobile No., Land Phone No., FAX No., Postal Address etc. who has issued such certificate(s).</p>	<p>Based on our comprehension of the Criteria 1 and 2 for demonstrating the firm's experience, it is construed that the bidder must demonstrate his experience of undertaking (implying ongoing as well) the said nature of projects.</p> <p>However, Clause 13 states that the documentary proof to be provided for the fulfilling the qualifying criteria is only “completion certificate from Client”.</p> <p>Please clarify if the documentary proof can be Client certificate or statutory auditor’s certificate or completion certificate for technical evaluation under Criteria 1 and 2.</p>	Documentary proof can be Client certificate or statutory auditor's certificate or completion certificate issued from Client																
66.	Clause 38.1.6	<p>38.1.6 The scoring criteria to be used for evaluation shall be as follows.</p> <table><tr><th>Qualifications and Experience of Key Personnel</th><th>Max. Marks</th></tr><tr><td>7. Project Management Expert – Team Leader (1 no. deployed at Authority office in Kolkata).</td><td>6</td></tr></table>	Qualifications and Experience of Key Personnel	Max. Marks	7. Project Management Expert – Team Leader (1 no. deployed at Authority office in Kolkata).	6	<p>Based on our interpretation of the subject clause, the scoring criteria suggests that a Team leader with minimum 7 years' experience but has led 4 PMC projects will be awarded 2 marks and for every additional project 0.5 marks will be awarded.</p> <p>Considering the general industry practice, we believe that the experience requirements in terms of years and projects led is skewed. In view of the same, we suggest that the subject clause be modified as under: “More than 15 years of experience – 2 marks</p>	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022												
Qualifications and Experience of Key Personnel	Max. Marks																			
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			Experience of Project Management Consultancy (OMC) for Infrastructure projects at Central/ State Govt. Level four projects: 2 marks (+0.5 marks for each project above 4)- Max 2 marks Ongoing projects for more than one year would be considered."	
67.	Clause 42.7.4 Removal and/or Replacement of Personnel	42.7.4 Removal and/or Replacement of Personnel Further for Key Personnel replaced for the second time, the remuneration payable shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel. Also, if the total replacement of Key Personnel exceeds 25%, the remuneration payable for Key Personnel shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel.	Taking cognizance of the long duration of engagement (2 years) and also, factoring that the contract duration may be further extended in case of delay, there may be replacement of Key personnel for more than two times due to unforeseen conditions (such as global pandemic), including health grounds. Considering the above, we request the Authority to modify the subject clause as under: "Further for Key Personnel replaced for the third time or beyond, the remuneration payable shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel."	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
68.	Clause 42.1.3.3 Conflict of Interest	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 any entity affiliated with the Consultants, as well as any sub-consultant and any entity affiliated with such sub-consultant; 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.	We understand that the subject clause on conflicting activities shall not be applicable in case of projects of the Port, under other Departments, which are not within the ambit of the PMU's scope of work. Please clarify if our understanding of the same is in line with the RfP.	Tender condition prevails

69.	Clause 43.2.1 Liquidated Damages for error/variation	Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value	<p>We believe that the Consultant's role is limited to monitoring and advisory services. From our past experiences, the errors in such assignments are less likely to be directly attributable to the PMU.</p> <p>In view of the same, we seek more clarity on whether the errors and consequential damages will be quantified cumulatively and what are envisaged types of errors for which the PMU will be attributable.</p>	Tender condition prevails
70.	Clause Terms of Reference: General	a) Project Monitoring and Implementation Support Projects of Civil, Mechanical, Electrical and Marine of value more than Rs.50 Lakhs and above are to be considered for PMU works.List will be given to PMU time to time after issuing work order.Special type of work of value less than Rs.50 Lakhs may also be considered as per direction of the Authority.	<p>Based on the Scope of work, it is deciphered that, the project shelf within the ambit of the PMU will include Civil, Mechanical, Electrical & Marine of value more than Rs. 50lakhs. We believe that, as the name of the RfP suggests, the consultant will be supporting the existing nodal team.</p> <p>While the list of projects will be provided after award, we feel that it would be imperative to understand the tentative number of projects in the shelf for analyzing adequacy of the team for handling the said scale of work.</p> <p>We, hereby, request you to provide clarity on</p> <ul style="list-style-type: none"> • the tentative number of projects • whether the role of the consultant will be to support the existing nodal project team and the Authority or in an end-to-end advisory role • whether a support team is to be considered in the effortand price estimation, in case of end-to-end advisory role 	Tender condition prevails
71.	Clause 1.0	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid: 13.06.2022 (Up to 3:00 P.M.)	We request the Authority to provide at least 2 weeks forbid submission from the date of the issuance of Pre-bid replies to enable the bidder in bringing on board the best suited team and consolidate the requisite documentation.	Refer to corrigendum V

72.	Clause 4	Should have an average annual turnover of more than INR 10 crores from consulting/advisory services in last 3 years. The audited copy of the financial statements should be submitted.	<p>Relaxation of minimum Annual Turnover Criteria so as to allow Organisations with suitable technical experience to participate and the make the process more competitive. And for MSMEs in compliance with S.O.581(E) published under Gazette of India as “Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012” and Start-up India Registered firms.</p> <p>(We are recognised as a Category ‘D’ (Micro) MSME (UAM No. – TN02D0156946) by the Ministry of Micro, Small, and Medium Enterprises.1 And Our team has rich prior experience working in Ports and Maritime sector and we carry rich on-ground geographical experience across sectors.)</p> <p>(We are currently advising the Karnataka Maritime Board (Government of Karnataka) for Strategic Development, Operationalization, and PMU Support and We have prepared and submitted more than 12 DPRs/DFRs and feasibility/DPR/ Techno-Economic feasibility report for cargo/passenger movement on Inland Waterways/coastal shipping /Railway to Government of India and state government.</p> <p>Also, we have provided coordination support for successfully availing funding assistance from Sagarmala Cell, MoPSW. 6 projects at an estimated cost of Rs. ~200 Cr have been approved by Sagarmala Cell, MoPSWfor funding assistance, and another 18 projects are expected to be approved shortly.</p> <p>We request that the text be altered to “Should have an average annual turnover of more than INR 5 crores from consulting/advisory services in last 3 years. The audited copy of the financial statements should be submitted.”.</p>	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
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73.	Clause 38.1.6	Experience of assisting Government/Government Authority/PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 5 years The scope of Work as part of the PMC should include the following: The role of the consultant should be end to-end project management including preparation of detailed project reports with engineering drawings, bid process management for appointment of contractors, contractual arrangements with selected contractors, monitoring of construction and contractors.	We understand that both “Completed” and “Ongoing” projects shall be considered as eligible experience. Also, considering the eligibility condition in clause 38.1.6 Sr No (7), we understand that Ongoing projects which are running for more than 1 year shall be considered. Kindly confirm if our understanding is correct.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
74.	Clause 38.1.6	Firm’s Experience Sr No 2“ Experience of providing a procurement support for Infrastructure projects. The Scope of Work should include assisting Government in procurement of EPC works of infrastructure projects including preparation of RFP, running the tendering process, evaluation of bids handling timely and efficient procurement planning and execution, co-ordination with relevant executing agencies (EAs), procurement monitoring and evaluation through MIS dashboard, reporting, assistance in overall administration of contracts including contract monitoring, payment processing, contract closure and documentation.”	We understand that experiences / references cited under Firms’ Experience Sr No (1) can also be provided in Firms Experience Sr No (2) provided it is fulfilling the respective requirements. Please confirm if our understanding is correct.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
75.	Clause 38.1.6	Experience of assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 5 years The scope of Work as part of the PMC should	Based on our review of Clause 44 Terms of Reference (ToR): General, we understand that the scope of work does not entail preparation of detailed project report with engineering drawings but rather Project Planning & Implementation support along with Procurement & Contract Management activities.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022

		include the following: The role of the consultant should be end to-end project management including preparation of detailed project reports with engineering drawings, bid process management for appointment of contractors, contractual arrangements with selected contractors, monitoring of construction and contractors.	<p>With this context, we request the Authority to kindly consider removing, "Preparation of Detailed Project Reports with Engineering Drawings" from the experience requirement. We further request the Authority to kindly consider relevant assignments in the past 10 years instead of 5 years</p> <p>The revised clause may be read as under: "Experience of assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 10 years. The scope of Work as part of the PMC should include the following: The role of the consultant should be end to end project management, project planning / monitoring / project management including bid process management for appointment of contractors, contractual arrangements with selected contractors, and assist in monitoring of construction and contractors"</p>	
76.	Clause 38.1.6	<p>Experience of providing procurement support for Infrastructure projects. The Scope of Work should include</p> <ol style="list-style-type: none"> 1) assisting Government in procurement of EPC works of infrastructure projects including preparation of RFP, 2) Running the tendering process, evaluation of bids handling timely and efficient procurement planning and execution, 3) co-ordination with relevant executing agencies (EAs), 4) procurement monitoring and evaluation through MIS dashboard, reporting, 5) assistance in overall administration of contracts including contract monitoring, payment processing, contract closure and documentation. 	<p>We understand the term "Government" is intended for both Central and State Government departments / agencies including Central & State Public Sector Undertakings (PSUs).</p> <p>Kindly confirm if our understanding is correct</p>	Tender condition prevails
77.	Clause 44 Part a. Point V	Assistance in preparing MIS / Dashboard for online monitoring of projects. Suggest for improvement in presentation of tenders in SMPK	We request the authority to clarify the requirements pertaining to "Online Monitoring of Projects".	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022

		portal as Active, Archive, Tender Finalized etc.	We understand that scope envisage assisting the Authority in On boarding of third-party developer / consultant for development of "Online Digital System / Tool" which shall include preparation of tender documents, assisting the authority in managing pre-bid queries, evaluation and award of contract. Kindly confirm if our understanding is correct.	
78.	Clause 44 Part a Point VII	Advisory services in obtaining various statutory compliances required for the different projects from respective agencies. Consultant to work closely with respective divisions/ wings of Authority as well as the third-party consultants if any.	We understand the scope of work entails assisting client in obtaining statutory compliances which includes preparation of reports / presentations / notes and filling of formats based on inputs from authority only. We further understand that scope does not include Liaisoning with statutory authorities. Kindly confirm if our understanding is correct.	Tender condition prevails
79.	Clause 44 Part b Point III	Assist the Authority in the improvement / development and implementation of an online procurement system for efficient and transparent procurement. Suggest SMPK for transforming existing tendering process in ERP Eco system	<p>"Assist the Authority in the improvement / development and implementation of an online procurement system for efficient and transparent procurement."</p> <p>We request the Authority to elaborate on the scope of work for this point.</p> <p>We understand the scope of work entails assisting the authority for efficient management of various procurement related activities which are ongoing through digital interventions (dashboard / reporting) and does not include development of a parallel procurement portal in addition to the existing e-procurement portal. Kindly confirm if our understanding is correct.</p> <p>"Suggest SMPK for transforming existing tendering process in ERP Eco system"</p> <p>We further understand scope does not include implementation of additional modules / upgradation of existing ERP modules but improving the use of existing ERP for enhancing the procurement and contract management activities in the current ERP system. Kindly confirm if our understanding is correct.</p>	agreed

80.	Point 4.0 c) /Clause 32.9	Should not have been debarred or blacklisted by Government or Central Govt./State Govt./PSU/Governmental Agency/Govt. Department.	We request the Authority to consider revising the pre-qualification regarding blacklisting/ debarment. Entities that are not blacklisted / debarred at the time of the submission of bid should be allowed to participate in the tender process. Further, entities whose blacklisting was subsequently revoked / set aside should also be allowed to participate in the tender process.	Tender condition prevails
81.	Clause 3.2 xii) and Annexure 1	Declaration on blacklisting / debarment and Annexure 1	Authority is requested to allow us to submit the blacklisting declaration based on the present status of our backlisting / debarment as on date of submission of the bid.	Tender condition prevails
82.	Clause 32.10	Non-performance	We request the Authority to kindly modify the undertaking to the effect that any such termination should have been approved / upheld by any court decree or arbitral award against the Bidder to such effect being a final arbitral award or court of final and competent jurisdiction. Further for performance, we confirm there is no instance of any contract having been terminated on account of any determined non-performance of contract. Our undertaking shall be subject to such confirmation. Please confirm.	Tender terms prevails
83.	Clause 33.4.1	Online proposal should be submitted upto 13:00 hours Indian Standard Time (IST) on 18.05.2022 in the manner and form as detailed in this Proposal Documents.	We understand that the last date for submission of online techno-commercial bid and price bid is 13.06.2022 as mentioned in Schedule of Tender (SOT) , Point No (i) , Page 3 of 112. We request the Authority to kindly clarify the date mentioned in clause 33.4.1.	Refer to corrigendum V
84.	Clause 34A	Payment would be at a reasonable periodicity as to be decided by SMPK.	We request the Authority to kindly define the periodicity of the payment against the invoices raised by the consultant.	Tender condition prevails

85.	Clause 42.1.3	Conflict of interest	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	Tender condition prevails
86.	Clause 42.3	Limitation of Liability	We request the Authority to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	Tender condition prevails
87.	Clause 42.2	Confidentiality Obligations	<p>We request the Authority to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</p>	Tender condition prevails
88.	Clause 42.2	Confidentiality Obligations	<p>We request the Authority to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information.</p> <p>Authority is therefore requested to kindly include the following clause:</p>	Tender condition prevails

			"Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."	
89.	Clause 42.2	Confidentiality Obligations	We request the Authority to reduce the survival period of confidentiality obligations to one year post expiry or termination.	Tender condition prevails
90.	Clause 42.4	Insurance	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	Tender condition prevails
91.	Clause 42.7.4	Removal and/or Replacement of Personnel	There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, we request the Authority to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
92.	Clause 43.2.1	Liquidated Damages for error/variation "In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed	We request the Authority to define a ceiling limit for liquidated damages / penalties cumulatively to 5% of the total contract value.	Tender condition prevails

		liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value"		
93.	Tender Document Fees	<p>Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule.</p> <p>Accordingly, we request you to waive / delete the requirement for submitting tender fee under the RFP.</p>		Tender condition prevails
94.	General	Deliverables acceptance criteria	<p>We would like to highlight that for the project to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</p>	Tender condition prevails

95.	General	No third-party disclaimer	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	Tender condition prevails
96.	General	Deployment of Resources in Covid 19 Crisis	We request you that in the event there are any circumstances that reasonably restrict travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract	Tender condition prevails
97.	General	No protection to PwC's pre-existing IPRs	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose</p>	Tender condition prevails

			for which such deliverables are meant for client's internal business operations."	
98.	Clause 4.0 SI No (d)	Should have an average annual turnover of more than INR 10 crores from consulting/advisory services in last 3 years. The audited copy of the financial statements should be submitted.	We request to Authority to kindly consider revising the average annual turnover requirement (from consultancy services) from INR 10 crores to INR 100 crores in last 3 years. This shall entail submission of quality proposals from the prospective bidders	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
99.	Appendix A: Key Personal	One Project Management Expert: Team Leader Essential Experience: Minimum 7 years of professional experience in project management consultancy for Infrastructure Projects. He should have led the teams for minimum five similar Assignments	We request the Authority to kindly consider revising the requirement pertaining to “led the teams” from five to two. The revised clause may be read as under: “Essential Experience: Minimum 7 years of professional experience in project management consultancy for Infrastructure Projects. He should have led the teams for minimum two similar Assignments”	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
100.	Appendix A: Key Personal	One Project Management Expert: Team Leader Educational Qualification: Graduate Engineer(Any Branch of Engineering) with Post - Graduate in Management	We request the Authority to kindly consider revising the educational experience of Project Management Expert to the following: “Graduate Engineer (Any Branch of Engineering) or Architecture with Postgraduate in Management or Engineering”	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022

101.	Appendix A: Key Personal	Two Project Management Specialist Education Qualification: Graduate Engineer (Civil/Mechanical) preferably with Post Graduate in Management or Engineering.	We request the Authority to kindly consider revising the educational experience of Project Management Specialist to the following: “Graduate Engineer (Civil / Mechanical) preferably with Postgraduate in Management or Engineering or PMP certified”	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
102.	3. Commercial Terms & Conditions point no. 20	Orders may be placed in full/part to the lowest bidder.	As the we are required to plan the availability of best resources and quote the financial accordingly, a part order will impact the deployment. Therefore, it is requested to specify the minimum no. of resources that will be considered in case of part order.	Tender condition prevails
103.	Special Conditions of Contract Point no 4 (d)	Should have an average annual turnover of more than INR 10 crores from consulting/advisory services in last 3 years. The audited copy of the financial statements should be submitted.	Considering the duration of the project and commitment required from the consultant, it is required to increase the minimum requirement of average annual turnover to 100 crores.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
104.	Notice Inviting Proposal clause no. 38.1.6 (1)	Experience of assisting Govt/Govt Authority/PSUs as Project Management Consultant (PMC) in large infrastructure projects in last 5 years. The scope of works as part of the PMC should include the following: The role of consultant should be end to end project management including preparation of detailed project report with engineering drawings, bid process management, for appointment of contractors, contractual arrangement with selected contractors, monitoring of construction and contractors.	Considering the scope of the proposed assignment, it is requested to revise this clause as follows: “Experience of assisting Govt/Govt Authority/PSUs as Project Management Consultant (PMC)/Project Management Unit (PMU) in large infrastructure projects in last 10 years. The scope of works as part of the PMC/PMU should include the following: The role of consultant should be end to end project management including bid process management, for appointment of contractors, contractual arrangement with selected contractors and monitoring and contractors”	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
105.	Notice Inviting Proposal clause no. 38.1.6 (2)	Experience of supporting procurement support for infrastructure projects. The scope of works should include assisting Govt in procurement of EPC works of infrastructure project including preparation of RFP, running tendering process, evaluation bids,	It is assumed that experience of supporting in procurement as a part of PMC/PMU shall be considered for this. Requested to confirm.	Tender condition prevails

		handling timely and efficient procurement planning and execution, coordination with relevant executing agencies (EAs) Procurement monitoring and evaluation through MIS dashboard, reporting, assistance and overall administration of contracts including contract, monitoring, payment processing, contract closure and documentation.		
106.	Notice Inviting Proposal clause no. 38.1.6 (3)	Experience of in-house procurement dashboard development	As the details of scoring method is not provided, it is assumed that experience of one project shall score full marks. Requested to confirm.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
107.	Notice Inviting Proposal clause no. 41.3.8: Termination Subclause 41.3.8.2 -By the Consultant-	<p>The Consultants may, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified hereunder of this Clause General Condition 41.3.8.2, terminate this Contract;</p> <p>(a) If the Employer fails to pay and money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 40 hereof within forty- five (45) days after receiving written notice from the Consultants that such payment is overdue;</p> <p>(b) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;</p> <p>(c) If, as the result of Force Majeure, the Consultants are unable to</p>	It is requested to add the following clause under 41.3.8.2 termination 'By the Consultant' to account for specific circumstances wherein, due to legal provisions or professional requirements, the consultant is not able to provide continued services: "Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if Consultant reasonably determine that Consultant can no longer provide the Services in accordance with applicable law or professional obligations."	Tender condition prevails

		perform a material portion of the Services for a period of not less than sixty (60) days; or (d) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause General Condition 40 hereof.		
108.	Notice Inviting Proposal clause no. 42.2: Confidentiality	The Consultants, their sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.	"Request to modify the clause as follows: "Except as otherwise permitted by this Contract, neither of the parties may disclose to third parties the contents of this Contract or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Contract, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 year from the date of termination of this Contract."	Tender condition prevails
109.	Notice Inviting Proposal clause no. 42.3: Liability of the Consultant	Limitation of the Consultants' Liability towards the Employer (a) Except in case of gross 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 the Consultants to the Employer's property, shall not be liable to the Employer. (i) For any indirect or consequential loss or damage; and ii) For any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made	It is requested to add the following clause: "The Client (and any others for whom Services are provided) shall not recover from Consultant, in contract or tort, including indemnification obligations under this contract, under contract or tort or statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or good will, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated."	Tender condition prevails

		<p>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. However notwithstanding with the above the Consultant's liability not to exceed 1 X of the total Contract Value.</p> <p>(c) 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>		
110.	<p>Notice Inviting Proposal clause no. 42.4:</p> <p>Insurance to be taken out by the consultant</p>	<p>The Consultants (i) shall take out and maintain, and shall cause any sub-consultants to take out maintain, at their (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid.</p>	<p>EY maintains Professional Indemnity Insurances. Such Professional indemnity Insurance (PII) covers our professional liability up to an appropriate level sufficient for the purposes of this engagement, Since the PII policy is confidential, the terms of the policy cannot be disclosed. Therefore, it is requested to delete the requirement of providing the evidence of insurance.</p>	Tender condition prevails
111.	<p>Notice Inviting Proposal clause no. 42.7.4:</p> <p>Removal and/or Replacement of personnel -</p>	<p>(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications. The upper limit of substitution on account of various reasons including on health ground should normally not exceed 25% of</p>	<p>It is requested to include resignation as one of the cause of replacement and increase the upper limit of substitution to 50% of the total key personnel without penalty.</p>	<p>Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022</p>

		the total key personnel as given in Appendix A.		
112.	Notice Inviting Proposal clause no. 43.2.1: Liquidated Damages for error /variation	In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value.	As the aspects of determining negligence and lack of due diligence is subjective and liquidated damage of 50% of contract value is excessively high, it is requested that the consultant shall be given sufficient time for rectifying the error and liquidated damages shall be applied in case the consultant fails to rectify the error and the maximum limit of liquidated damage be fixed at 5% of the agreement value	Tender condition prevails
113.	Notice Inviting Proposal clause no. 44: Terms of Reference.	a) Project Monitoring and Implementation Support v) Assistance in preparing MIS / Dashboard for online monitoring of projects. Suggest for improvement in presentation of tenders in SMPK portal as Active, Archive, Tender Finalized etc.	Preparation of MIS/Dashboard requires specific skill set with proficiency in IT. Therefore, it is requested to include a MIS/IT Expert. Alternatively, the development of MIS/Dashboard may be considered as separate scope with additional payment for which provision of separate quote may be included in BoQ.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
114.	Notice Inviting Proposal clause no. 44: Terms of Reference.	a) Project Monitoring and Implementation Support vii) Advisory services in obtaining various statutory compliances required for the different projects from respective agencies. Consultant to work closely with respective divisions/ wings of Authority as well as the third party consultants if any.	It is requested to revise the clause as follows: “Advisory services in facilitating various statutory compliances required for the different projects from respective agencies. Consultant to work closely with respective divisions/ wings of Authority as well as the third party consultants if any.”	Agreed
115.	Appendix A	a) One Project Management Expert – Team Leader Essential Experience: Minimum 7 years of professional experience in project management consultancy for Infrastructure Projects. He should have led the teams for minimum five similar Assignments.	As per scoring criteria given in clause 38.1.6, resource with more than 7 years of experience and having worked on 8 projects will score full marks. However, it is difficult to have led 5 assignments out of eight assignments. Therefore, it is requested to revise the clause as follows: “Minimum 7 years of professional experience in project management consultancy for Infrastructure Projects. He should have led the teams for minimum one similar Assignments”	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022

116.	Bill of Quantity	Project Management Specialist – 03	In evaluation criteria given at clause 38.1.6 and in Appendix A, the no of Project Management Specialist required is given as 2. However, in the BoQ, the no of Project Management Specialist is given as 3. Requested to confirm the actual no of Project Management Specialist required.	No. of Project Management Specialist required 03
117.	General Conditional of Contract	Addition of new clause	While delivering the assignment we would use various intellectual property that we do own or control (e.g., general professional experience, tools or third-party software) and that is reflected in deliverables. Therefore, we should have the right to specifically preserve our right to use the methodology or the Material underlying it for other engagements, as long as the we do not use or disclose the client confidential or pre-existing proprietary information. Therefore, it is requested to add the following clause. "Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant own in performing the Services. Notwithstanding the delivery of any Reports, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement."	Tender condition prevails
118.	Schedule of Tender	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid. -13.06.2022 (Up to 3:00 P.M.)	It is requested to extend the closing date of bid submission by at least 2 weeks from the issue of response to pre-bid queries.	Refer to corrigendum V
119.	Schedule of Tender Page 3	tender for submission of Techno Commercial Bid & Price Bid	13.06.2022 (Up to 3:00 P.M.) Requesting to extend the submission date by at least two weeks.	Refer to corrigendum-V
120.	Page 35 Time for completion	The contract of consultancy may be foreclosed. In case of delay of assignment is completed in all respect before scheduled period, ,	Request to provide the existing projects and project which are in pipeline which would be handled by the consultant as part of the assignment.	Tender condition prevails

	Page 44 The time period for the assignment is 24 (twenty four) months. If assignment is completed in all respect before scheduled period	the contract of consultancy may be extended suitably, at the discretion of Employer		
121.	38.1.6 Page 47	Experience of assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 5 years The scope of Work as part of the PMC should include the following: The role of the consultant should be end to- end project management including preparation of detailed project reports with engineering drawings, bid process management for appointment of contractors, contractual arrangements with selected contractors, monitoring of construction and contractors.	Requesting to consider Project Monitoring Units (PMU) experience in addition to PMC. Also requesting to consider ongoing Project which are at least 50% completed.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
122.	38.1.6 Page 47 Experience of in	Experience of in house procurement dashboard development	Since only limited firms in the market possess such sought experience, hence requesting to disuse the same	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
123.	38.1.6 Qualifications and Experience of Key	Project Management Expert – Team Leader (1 no. deployed at Authority office in Kolkata). More than 7 years of experience 2 marks Experience of Project	Most of the experts of the similar position would possess experience of one to one projects. Hence requesting not to restrict experience of such expert only to PMC but to also consider project experience of the expert.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022

	Personnel Page 48 7.	Management Consultancy (PMC) for infrastructure Projects at Central/State Govt. Level Four Projects : 2 marks (+0.5 Marks for each project above 4)Maximum 2 marks Ongoing projects for more than one year would be considered.		
124.	38.1.6 Qualifications and Experience of Key Personnel Page 48	8. Project Management Specialists (2 Nos.) – 1 at each dock. The personnel/s has/have to be deployed at authority office in Kolkata and/or respective Docks (KoPT dock & HDC dock) including visiting work sites as and when required. More than 3 Years of experience: 1.5 Marks/CV Experience of Project Management Consultancy (PMC) for Infrastructure Projects at Central / State Govt. level (1 mark project) – 2 Marks (maximum) /CV	Most of the experts of the similar position would possess experience of one to one projects. Hence requesting not to restrict experience of such expert only to PMC but to also consider project experience of the expert.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
125.	42.7.4 Removal and/or Replacement of Personnel Page 61	(a) Except as the Employer may otherwise agree no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultants , it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications. The upper limit of substitution on account of various reasons including on health ground should normally not exceed 25% of the total key personnel as given in Appendix A.	Considering recent pandemic situations, requesting not to constrain replacement of key personnel's up to 25% and disuse the same.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022.

126.		(c) Any of the Personnel provided Further for Key Personnel replaced for the second time, the remuneration payable shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel. replacement of Key Personnel exceeds 25%, the remuneration payable for Key Personnel shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel.	Considering recent pandemic situations, requesting to disuse any payment reductions.	Refer to Annexure – I for amended clauses issued vide corrigendum – VI dated 03-August-2022
127.	44 TERMS OF REFERENCE (ToR): GENERAL a) Project Monitoring and Implementation Support. Page 67	ix. The Consultant is not responsible for day to day supervision but if the need be he has to visit the sites of Project execution, measure & review Physical / Financial progress and prepare comparison with project timelines.	Since the referred scope of measure & review Physical / Financial progress and prepare comparison with project timelines, shall required specific segment expertise. Hence, request to disuse the same.	Tender conditions prevail
128.	47 Other terms and Conditions. Page 69	i. The Consultant shall have to visit Authority for presentations as and when required by Authority from time to time and the expenditure for the same shall be suitably included in the basic cost of the services.	It is understood that the experts posted at SMPT shall make all presentations. If any additional travel of consultant from head office is required, the same has to be reimbursed as per actuals	Tender condition prevails

Annexure-I

Amended Clause

S/N	Clause Ref Page no. as per RFP	Clause as per RFP	Amended Clause																
1.	CI 4.0, page 17 Experience & Financial Criteria	(e) Should have experience of at least 3 completed projects as Project Management Consultant (PMC) / Project Management Assistant (PMA) / Project Management Unit (PMU) with Central / State Government Departments.	Should have experience of at least 3 completed projects as Project Management Consultant (PMC) /Project Management Assistant (PMA) /Project Management Unit (PMU) in with Central / State Government Departments / PSU in Transport, Maritime, Infrastructure, Logistics sector.																
2.	CI 4.0, page 17 Experience & Financial Criteria	(d) Should have an average annual turnover of more than INR 10 crores from consulting/advisory services in last 3 years. The audited copy of the financial statements should be submitted.	Should have an average annual turnover of more than INR 10 crores from consulting/advisory services in last 3 years. The audited copy of the financial statements should be submitted.																
A.		Firm's Experience: 55 marks	Firm's Experience: 55 marks																
3.	38.1.6, page: 47 The Scoring criteria to be used for evaluation shall be as follows	<table border="1"> <thead> <tr> <th>S/N</th><th>Criteria</th><th>Details</th><th>Maximum Marks</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Experience of assisting Government / Government Authority / PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 05 years. The scope of work as part of the PMC should include the following: The role of the</td><td> More than 8 Projects: 25 marks More than 06 Projects and upto 8 projects: 20 marks More than 04 Projects and upto 06 Projects: 15 </td><td>25</td></tr> </tbody> </table>	S/N	Criteria	Details	Maximum Marks	1.	Experience of assisting Government / Government Authority / PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 05 years. The scope of work as part of the PMC should include the following: The role of the	More than 8 Projects: 25 marks More than 06 Projects and upto 8 projects: 20 marks More than 04 Projects and upto 06 Projects: 15	25	<table border="1"> <thead> <tr> <th>S/N</th><th>Criteria</th><th>Details</th><th>Maximum Marks</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Experience of assisting Government / Government Authority/PSU as Project Management Consultant (PMC)/Project Monitoring Units (PMU) in Transport, Maritime, Infrastructure, Logistics sector with Consultancy fees (received from the employer) more than Rs 2 Crores or more in last 7 years.</td><td> More than 6 projects: 20 Marks More than 4 and upto 6 projects: 15 marks More than 3 projects and upto 4 projects: 10 marks The Completed </td><td>20</td></tr> </tbody> </table>	S/N	Criteria	Details	Maximum Marks	1.	Experience of assisting Government / Government Authority/PSU as Project Management Consultant (PMC)/Project Monitoring Units (PMU) in Transport, Maritime, Infrastructure, Logistics sector with Consultancy fees (received from the employer) more than Rs 2 Crores or more in last 7 years.	More than 6 projects: 20 Marks More than 4 and upto 6 projects: 15 marks More than 3 projects and upto 4 projects: 10 marks The Completed	20
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			consultant should be end- to –end Project management including preparation of detailed project reports with engineering drawings, bid process management for appointment of contractors, contractual arrangements with selected contractors, monitoring of construction and contractors.	marks 4 Projects & Less: 10 marks			The role of the consultant should be end to-end project management including preparation/up- dation/review of detailed project reports with engineering drawings, bid process management for appointment of contractors, contractual arrangements with selected contractors, monitoring of construction and contractor	and / or Ongoing Projects (continuing for more than one year) with Fees received more than 2 Crores shall only be considered for evaluation	
4.	38.1.6, page: 47 The Scoring criteria to be used for evaluation shall be as follows	S/N	Criteria	Details	Maximum Marks				
		2	Experience of providing procurement support for Infrastructure projects. The Scope of Work should include assisting Government in procurement of EPC works of infrastructure projects including preparation of RFP, running the tendering process, evaluation of bids handling timely and efficient procurement planning and execution, co- ordination with relevant executing agencies (EAs), procurement monitoring and evaluation through MIS dashboard, reporting, assistance in overall	Consultancy Contract Value: Single assignment of Consulting Value More than 5 Crores – 15 marks More than 2 Crores, less than 5 Crores- 10 Marks More than 50 lacs, less than 2 Crores – 5 Marks	15	S/N	Criteria	Details	Maximum Marks
		2	Experience of providing procurement support for Infrastructure project to Government / Government Authority/PSU in the last 7 years. The Scope of Work should include assisting Government in procurement of EPC works of infrastructure projects including preparation of RFP, running the tendering process, evaluation of bids handling timely and efficient procurement planning and execution, co-ordination with relevant executing agencies (EAs), procurement monitoring and evaluation through MIS dashboard, reporting,	Procurement Consultancy Contract Value: Single assignment where fee realized is Rs. 10 Crores or more –20 Marks Single assignment where fee realized is more than 7.5 Crore but less than 10 Crores – 15 Marks Single assignment where fee realized is more than 5 Crores but less than 7.5 Crores – 10 Marks. Single assignment where fee realized	20				

		administration of contracts including contract monitoring, payment processing, contract closure and documentation			assistance in overall administration of contracts including contract monitoring, payment processing, contract closure and documentation.	is more than 2 Crores but less than 5 Crores – 5 Marks.																		
5.	38.1.6, page: 47 The Scoring criteria to be used for evaluation shall be as follows	<table><tr><th>S/N</th><th>Criteria</th><th>Details</th><th>Maximum Marks</th></tr><tr><td>3.</td><td>Experience of in-house procurement dashboard development</td><td>-</td><td>10</td></tr></table>			S/N	Criteria	Details	Maximum Marks	3.	Experience of in-house procurement dashboard development	-	10	<table><tr><th>S/N</th><th>Criteria</th><th>Details</th><th>Maximum Marks</th></tr><tr><td>3.</td><td>Overall capacity of the bidder</td><td>Average annual turnover in crores from consulting/ advisory services in last 3 years. The audited copy of the financial statements should be submitted. More than INR 300: Mark= 5 More than 200 Crores-300 Crores-Marks 4 More than 100 crores – 200 Crores Marks= 3 More than 50 Crores -100 Crores Marks =2 More than 10 Crores to 50 Crores Marks = 1 (Turnover of the Bidder only shall be considered for marking) Turnover of Parent / Group/ Subsidiary companies shall not be considered for marking)</td><td>5</td></tr></table>				S/N	Criteria	Details	Maximum Marks	3.	Overall capacity of the bidder	Average annual turnover in crores from consulting/ advisory services in last 3 years. The audited copy of the financial statements should be submitted. More than INR 300: Mark= 5 More than 200 Crores-300 Crores- Marks 4 More than 100 crores – 200 Crores Marks= 3 More than 50 Crores -100 Crores Marks =2 More than 10 Crores to 50 Crores Marks = 1 (Turnover of the Bidder only shall be considered for marking) Turnover of Parent / Group/ Subsidiary companies shall not be considered for marking)	5
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3.	Overall capacity of the bidder	Average annual turnover in crores from consulting/ advisory services in last 3 years. The audited copy of the financial statements should be submitted. More than INR 300: Mark= 5 More than 200 Crores-300 Crores- Marks 4 More than 100 crores – 200 Crores Marks= 3 More than 50 Crores -100 Crores Marks =2 More than 10 Crores to 50 Crores Marks = 1 (Turnover of the Bidder only shall be considered for marking) Turnover of Parent / Group/ Subsidiary companies shall not be considered for marking)	5																					
6.	38.1.6, page: 47 The Scoring criteria to be used for evaluation	<table><tr><th>S/N</th><th>Criteria</th><th>Details</th><th>Maximum Marks</th></tr><tr><td>4.</td><td>Experience of providing consultancy services in</td><td>One Completed</td><td>5</td></tr></table>			S/N	Criteria	Details	Maximum Marks	4.	Experience of providing consultancy services in	One Completed	5	<table><tr><th>S/N</th><th>Criteria</th><th>Details</th><th>Maximum Marks</th></tr><tr><td>4.</td><td>Experience of providing Consultancy services in the</td><td>Min one completed assignment – 05 marks</td><td>10</td></tr></table>				S/N	Criteria	Details	Maximum Marks	4.	Experience of providing Consultancy services in the	Min one completed assignment – 05 marks	10
S/N	Criteria	Details	Maximum Marks																					
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S/N	Criteria	Details	Maximum Marks																					
4.	Experience of providing Consultancy services in the	Min one completed assignment – 05 marks	10																					

	shall be as follows		the sectors of Port/ Railways/ Inland water ways / Logistics	Project – 5 Marks			sectors of Transport, Maritime, Infrastructure, Logistics sector in last 7 years	Two (02) or more Completed Project – 10 marks (The Ongoing Projects continuing for more than one year with Fees received more than 2 Crores shall be considered for evaluation)		
B		Approach and Methodology (A&M): 25 marks				Approach and Methodology (A&M): 25 marks				
7.	38.1.6, page: 48 The Scoring criteria to be used for evaluation shall be as follows	S/N	Criteria	Details	Maximum Marks	S/N	Criteria	Details	Maximum Marks	
		5	Understanding of the Terms of Reference (ToR) and Approach Methodology, Work Plan and Staffing Schedule	-	25	5	Understanding of the Terms of Reference (ToR) and Approach Methodology, Work Plan and Staffing Schedule	-	25	
C.		Qualification and Experience of Key Personnel: 20 marks				Qualification and Experience of Key Personnel: 20 marks				
8.	38.1.6, page: 48 The Scoring criteria to be used for evaluation shall be as follows	S/N	Criteria	Details	Maximum Marks	S/N	Criteria	Details	Maximum Marks	
		7	Project Management Expert – Team Leader (01 no. deployed at Authority Office in Kolkata)	More than 7 Years of experience 2 marks Experience of Project Management	06	6	Project Management Expert – Team Leader (01 no. deployed at Authority Office in Kolkata / Haldia)	Minimum 10 years of professional experience in project management consultancy / Execution in Transport/ Maritime/ Infrastructure / Logistics sector.	5 marks	

				Consultancy (PMC) for infrastructure Projects at Central / State Govt. Level Four Projects: 2 marks (+0.5 Marks for each project above 4) Maximum projects for more than one year would be considered			Age Limit: not more than 50 Years For Experience More than 15 years and above: (20 Marks) For Experience: 10-15 Years: (01 Marks) He should have led the consultancy /Execution teams for minimum three similar Assignments. Experience of Project Management Consultancy (PMC) / PMU for Infrastructure Projects at Central / State Govt./ PSU level (01 mark for each Project) – 3 Marks (maximum) / CV																			
9.	38.1.6, page: 48 The Scoring criteria to be used for evaluation shall be as follows	<table><tr><th>S/N</th><th>Criteria</th><th>Details</th><th>Maximum Marks</th></tr><tr><td>8.</td><td>Project Management Specialist (02 Nos.) - 1 at each dock The personnel/s has/ have to be deployed at authority office in Kolkata and/ or respective Docks (KoPT dock & HDC dock) including visiting work sites as and when required.</td><td>More than 03 years of experience 1.5 marks/ CV Experience of Project Management Consultancy (PMC) for Infrastructure Projects at Central / State Govt. level (01 mark Project) – 2 Marks (maximum) / CV</td><td>7 marks (3.5 marks / CV)</td></tr></table>				S/N	Criteria	Details	Maximum Marks	8.	Project Management Specialist (02 Nos.) - 1 at each dock The personnel/s has/ have to be deployed at authority office in Kolkata and/ or respective Docks (KoPT dock & HDC dock) including visiting work sites as and when required.	More than 03 years of experience 1.5 marks/ CV Experience of Project Management Consultancy (PMC) for Infrastructure Projects at Central / State Govt. level (01 mark Project) – 2 Marks (maximum) / CV	7 marks (3.5 marks / CV)	<table><tr><th>S/N</th><th>Criteria</th><th>Details</th><th>Maximum Marks</th></tr><tr><td>7.</td><td>Project Management Specialists (03 Nos.) [02 no at KDS & 01 no at HDC] The personnel has / have to be deployed at authority office in Kolkata and / or respective docks (KoPT dock & HDC dock) including visiting work sites as and when required</td><td>More than 5 years of experience: 1 Marks per CV Experience of Project Management Consultancy (PMC) / PMU / Execution for Infrastructure Projects at Central / State Govt. / PSU level (01 Mark each Project) – 02 marks (maximum) per CV</td><td>9 marks</td></tr></table>					S/N	Criteria	Details	Maximum Marks	7.	Project Management Specialists (03 Nos.) [02 no at KDS & 01 no at HDC] The personnel has / have to be deployed at authority office in Kolkata and / or respective docks (KoPT dock & HDC dock) including visiting work sites as and when required	More than 5 years of experience: 1 Marks per CV Experience of Project Management Consultancy (PMC) / PMU / Execution for Infrastructure Projects at Central / State Govt. / PSU level (01 Mark each Project) – 02 marks (maximum) per CV	9 marks
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10.	38.1.6, page:																									

48	The Scoring criteria to be used for evaluation shall be as follows	S/N		Criteria	Details	Maximum Marks	S/N		Criteria	Details	Maximum Marks
		8.	Procurement Specialist (02 Nos.) – 1 at each dock	More than 3 years of experience: 1.5 marks/ CV	7 Marks (3.5 marks/ CV)	8.	Procurement Specialist (02 Nos.) – 1 at each dock	More than 5 years of experience: 1 Marks per CV	6 marks		
			The personnel/s has/ have to be deployed at authority office in Kolkata and / or respective Docks (KoPT dock & HDC dock) including visiting work sites and when required	Experience in procurement, Contract Management and bid process management for infrastructure Projects (01 Marks for each Project) – 2 marks (Maximum)/ CV		The personnel/s has/ have to be deployed at authority office in Kolkata and / or respective Docks (KoPT dock & HDC dock) including visiting work sites and when required	Experience in procurement, contract management and bid process management for Infrastructure Projects at Central / State Govt. / PSU level (01 Mark for each project) – 2 Marks (Maximum) per CV				
		GRAND TOTAL		100	GRAND TOTAL		100				
11.	Appendix – A, page 91 Key Personnel	(a) One Project Management Expert – Team Leader				(a) One Project Management Expert – Team Leader					
		Educational Qualification	Graduate Engineer (Any Branch of Engineering) with Post Graduate in management			Educational Qualification	Graduate Engineer (Civil/ Mechanical/ Electrical); And				
		Essential Experience	Essential Experience: Minimum 7 Years of professional experience in project management consultancy for infrastructure projects management consultancy for Infrastructure				Master’s degree (or equivalent) in related discipline / Management from a reputed and recognized university or institution shall be preferred.				
						No. of resources	(01) One				
						Essential Experience	• Minimum 10 years of professional				

			Projects. He should have led the teams for minimum five similar assignments.		<p>experience in project management consultancy / Execution in Transport/ Maritime/ Infrastructure / Logistics sector.</p> <ul style="list-style-type: none"> • He should have led the consultancy /Execution teams for minimum three (03) similar Assignments.
12.	Appendix – A, page 91 Key Personnel	(a) Two Project Management Specialist		(a) Three Project Management Specialist	
		Educational Qualification	Graduate Engineer (Civil / Mechanical) preferably with Post Graduate in management or Engineering	Educational Qualification	Graduate Engineer (Civil/Mechanical/Electrical)
		Essential Experience	Essential Experience: Minimum 03 Years of professional experience in project management consultancy for infrastructure projects	No. of resources	(03) Three
				Essential Experience	<ul style="list-style-type: none"> • More than 05 years of experience in project management for Infrastructure Projects. • Should have worked as a Project Management / Monitoring professional for two infrastructure projects.
13.	Appendix – A, page 91 Key Personnel	(a) Two Procurement Specialist		(a) Two Procurement Specialist	
		Educational Qualification	Graduate Engineer (Any Branch of Engineering) with Post Graduate in management	Educational Qualification	Graduate Engineer (Civil/Mechanical/Electrical)
		Essential Experience	Essential Experience: Minimum 03 Years of professional experience in procurement, preparation of contracts/ agreements and bid process management.	No. of resources	(02) Two
				Essential Experience	<ul style="list-style-type: none"> • More than 5 years experience in procurement / bid process management / contract management for Infrastructure Projects. • Should have experience in handling bid process management / contract management for two infrastructure projects.
14.	Bid	Intended service contract period/Time period assigned for		Intended service contract period/Time period assigned for service contract:	

	Information Page 16	service contract: 24 months	24 months. However, if the authority considers the contract may be extended for further one year.
15	Clause No 42.7.4 Removal and/or Replacement of Personnel; page 61	<p>a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications. The upper limit of substitution on account of various reasons including on health ground should normally not exceed 25% of the total key personnel as given in Appendix A.</p> <p>b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as are placement shall not exceed the remuneration which would have been payable to the Personnel replaced. Further for Key Personnel replaced for the second time, the remuneration payable shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel. Also,</p>	<p>a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel.</p> <p>If, for any reason beyond the reasonable control of the Consultants or in case of any resignation of Key personnel from the Consultant, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.</p> <p>The upper limit of substitution on account of various reasons including on health ground should <u>normally not exceed 50%</u> of the total key personnel as given in Appendix A.</p>

		if the total replacement of Key Personnel exceeds 25%, the remuneration payable for Key Personnel shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel.	
15.	42.9.1.1 Cost Estimates, page 63	The Employer shall pay the Consultant for normal Services in accordance with the Conditions and with the details stated in Annex-II of Financial Proposal, and shall pay for Additional Services if any ordered by the Employer in writing at rates and prices which are given in or based on those in Annex -II so far as they are applicable but otherwise as agreed mutually.	<p>The Consultant shall be permitted to charge additional professional fees in the following cases:</p> <p>If the Authority asks the Consultant to provide additional manpower (except from those defined in the BOQ of RFP).</p> <p>Payments of those additional manpower will be guided by the terms and condition of the RFP.</p>