SUB: APPOINTMENT OF TRANSACTION ADVISER AND FINANCIAL CONSULTANT FOR OUTSOURCING OF EXISTING PREMISES AND ALTERATION / CREATION OF NEW FACILITIES ON PPP MODE AT PORT OF MORMUGAO

REPLY TO PRE-BID QUERIES

S. N.	Clause No.	Particulars	Query	Clarification
1.	1 of Scope of work and Payment Terms	Scope of work	Out of the 11 projects listed Which project will be taken first? Kindly clarify	MoPA will initiate the Projects based on priority / demand of trade and cannot be clarifed at this stage.
2.	Sr. No. 2 of Tender Information And 1.10 & 1.12 of Scope of work and Payment Terms	Scope of work	As per the directions of the Bar Council of Delhi, Advisory firms have been barred from providing legal services without registration with the Bar council of India. In view of this, it is requested that the authority allows that the services of the Legal Expert be billed separately from the team	Not agreed. Since scope of Legal Services is limited to vetting of the Documents as per MCA and to provide Legal opinion during evaluation of bids.
3.	Sr. No. 2 of Tender Information	Period of Consultancy	Delay in receiving approvals shall be accounted in the engagement time period?	Time period excludes time accounted for approval by Authority.
4.	4 of Notice Inviting Tender	Criteria for Evaluation	We request the Authority to consider as below MPA intends to follow single stage two cover bidding process for selection of the consultants for providing the services. The offer of Bidders will be opened and evaluated in two stages as detailed below: Stage 1: Technical Proposal (80 % weightage) Stage2: Financial Proposal (20 % weightage)	Tender condition prevails.
5.	4.1 (b) of Notice Inviting Tender	Technical Proposal Evaluation (Stage1)	We request the Authority to consider as below 4.1 Technical Proposal Evaluation (Stage1) b. Technical evaluation will be carried out only for the key personnel to be deployed for the work. 80 % weightage will	Tender condition prevails.



S. N.	Clause No.	Particulars	Query					Clarificati	on	
			70 out	en to the technical score. of 100.						
6.	6.2 of Notice Inviting Tender	Bid Submission	weeks	the industry practice, we of time for submission of bid responses by the Aut	provide at least 3 ne date of release	23.08	ubmission date i .2022 upto 1 ng on 24.08.202	5.00	Hrs and	
7.	11 of Notice Inviting Tender		inclusiv	nancial Bid to be quote re of GST or Exclusive of		bidde	inancial Bid to b r should be Excl will be paid by A	usive of	GST	
8.	4 of Scope of work and Payment	Payment Structure for each Project	We req modifyi	uest and suggest author ng following payment %	and suggest authority to kindly consider llowing payment % and time schedule duration				e durati	on is as
	Terms	separately	Sr. No.	Deliverables	Duration	% of professional fee	Sr. No.	Deliverables	Dura tion	profes sional fee
			1	Draft Techno- Economic Feasibility Reports	T+6	40%	1	Draft Techno- Economic Feasibility Reports	T+6	30%
			2	Final Report	T+8	30%	2	Final Report	T+8	20%
			3	RFP and DCA documents	T+12	15%	3	RFP and DCA documents	T+10	40%
			4	Signing of Concession Agreement and Appointment of Independent Engineer		15%	4	Signing of Concession Agreement and		10%
								Appointment of Independent Engineer		
9.	4 & 10 of Scope of work and	Payment Structure for each Project	start fro	We also understand that not all the TEFR preparation will start from day 1. Total 10 projects are listed in the tender document. The project duration is overall 3 years. Hence the						





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	Payment Terms	separately & Time of Completion	projects listed in the tender document will start at different timelines, subject to completion of all assignment as per the TPR In 3 years. Please clarify on our understanding.	
10.	4 (ii) of Scope of work and Payment Terms	Payment Structure for each Project separately & Time of Completion	We understand that in case Authority decides not to proceed with any project on PPP mode, Authority will pay the consultant till the last completed payment mile stone.	Authority may proceed with Projects either on PPP or lease mode based on the Advised of Consultant / Market situation. In case the scheme is cancelled, the Authority will make payment to consultant as per the completed Milestone.
11.	4 (iii) of Scope of work and Payment Terms	Payment Structure for each Project separately & Time of Completion	We request more clarity on the criteria for evaluation Please clarify our understanding as given below: - Bidders will be evaluated basis technical criteria QCBS score will be evaluated for all 10 assignments based on the above technical score and financial quote for each project The QCBS score for all 10 projects will be added and winning bidder will be selected. Please clarify.	QCBS score of each project will be evaluated separately based on technical score and financial quote. Each projects will be awarded separately to the bidders who is securing highest composite score.
12.	4 (iii) of Scope of work and Payment Terms	Payment Structure for each Project separately & Time of Completion	Will the same credentials of key personnel be considered for evaluating all the projects? And will the same team work on multiple projects on being declared as the successful bidder for multiple projects?	Yes.
13.	4 (iii) of Scope of work and Payment Terms	Additional Term and Condition	We request to clarify (a) Whether the assignment is on deployment basis or team to travel on need basis (b) In case of deployment, please mention the place of deployment i.e. Goa or New Mangalore (c) In case of deployment, whether office space will be provided by Client	It is clarified that the assignment is on team to travel on need basis.

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S. N.	Clause No.	Particulars	Query	Clarification
14.	1.1 of Instruction to Bidders	Introduction	For some specialized projects like hospital, we understand authority wishes to outsourcing of existing hospital, however for new development to be proposed, there is requirement of specialised services/expert say Healthcare Expert, Architect having Hospital sector knowledge, surveys required to be done etc for doing Technical Feasibility. Therefore we request authority to either Hire a separate technical experts/technical consultant who shall prepare layout plan, conceptual plan, master plan, conduct surveys, Hospital medical equipment requirements, hospital specific design, prepare costing etc. to conduct such technical feasibility and their fee be paid by Port authority. OR Port authority may request Transaction Advisor to outsource such service and payment for same shall be paid over and above the transaction fee quoted by the bidder. We request authority to Kindly consider and provide clarity. The Port Authority may also consider to bifurcate the hospital project in two parts — one is O&M of existing hospital and another is the development of new hospital. Moreover, for each project, the authority may please specify the details of technical aspect required in the feasibility report for each such project; and mention the same in terms of reference / scope of work.	expert in health care to carry out market studies and formulation of scheme. The Techno economic feasibility study shall be submitted in two parts. Part I for outsourcing the existing Hospital and Part II for Outsourcing cum Development of Medical college. Bidder shall consider all this aspect while quoting and submit the bid accordingly. The details available with the Authority of each project, for preparation of TEFR will be shared However for





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15.	4.6 of Instruction to Bidders	Criteria for Evaluation for Key Personnel	Positi on	Qualifi cation	Specific Expertise	Marks and scoring criteria (Total marks 100)	Revised Criteria for evaluation of Key Personal is enclosed as Annexure I .
			Team Leader	MBA / PGDM	Should have at least 12 years' experience of working on consultancy / Transaction Advisor Services for PPP projects in Ports / Highways / other in infrastructure Projects.	marks 1.1 Experience 12 to 14years -5 marks 1.2 Experience more than 14 years - 10 marks 30 marks 2.1 Number of	



S. N.	Clause No.	Particulars		Query		Clarification
			Project Gradu Manag e er Engin er in Civi Mecha ical/ Electr al Engin er	at least 10 years' experience of working on consultanc y / Transaction	1. Experience : 10 marks 1.1 Experience up to 12 years – 5 marks 1.2 Experience more than 12 years - 10 marks marks 2.1 Number of	



S. N.	Clause No.	Particulars			Query		Clarification
					*As there are no port projects in scope of work.	Ports/ Highways / other in	
			Market ing	MBA/ PGDM	Should have at		
					least 8 years'	1. Experience : maximum 5 marks	
					experience of	1.1 Experience of 5 years - 3 marks	

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working 1.2 Experience above 5 years – 1	
consultancy / Transaction Advisor Services for PPP projects in Ports/, Highways /other in infrastructu re Projects. Highways / other in infrastructure re Projects. Highways / other in infrastructure projects.in last 10 years – 5 2.2 Each additional assignment in last 7 years – 1 marks for each additional relevant assignment in last 7 years – 1 marks for each additional relevant assignment; maximum of 5 marks. Financ e ICWA/ Expert MBA/P GDM Should have at least 8 years' experience of working on 5 years - 2 marks 1.1 Experience upto 5 years - 2 marks	



S. N.	Clause No.	Particulars	Query	Clarification
			Transaction Advisor Services for PPP projects in Ports/ Highways /other in infrastructu re projects. Projects. 1.2 Experience more than 5 years – 5 marks maximum 10 marks 2.1 Minimum 4 relevant assignments with Feasibility studies in Ports/ Highways /other in infrastructure projects in last 10 years – 4 marks 2.2 Additional assignments - 2 marks each for additional relevant assignments in last 7 years; maximum of 6 marks.	
16.	4.6 of Instruction to Bidders	Criteria for Evaluation for Key Personnel	We request the authority to kindly amend the clause as: Sr. No. Position Qualification 1. Team Leader CA/ MBA/ PGDM	Revised Criteria for evaluation of Key Personal is enclosed as Annexure I .

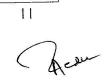


S. N.	Clause No.	Particulars	Query	Clarification
17.	4.6 of Instruction to Bidders	Criteria for Evaluation for Key Personnel	For Sr. No. 3 & 4 we request the authority to relax the minimum experience required to 3 years and marking criteria to be amended accordingly: 1.1 Experience 3-5 years - 2 marks 1.2 Experience more than 5 years - 5 marks	Revised Criteria for evaluation of Key Personal is enclosed as Annexure I .
18.	4.6 of Instruction to Bidders	Criteria for Evaluation for Key Personnel	Request to consider PPP transaction advisory projects for Jetty / Jetty terminal buildings / Port projects with state / central government departments / PSUs in last 7 years	Revised Criteria for evaluation of Key Personal is enclosed as Annexure I .
19.	4.6 of Instruction to Bidders, Sr. No. 2.2 of 2	Criteria for evaluation of key personnel	The projects are in varied sectors like commercial, healthcare, hospitality etc. all except ports; Hence, we request the Authority to allow either of "Ports/Highways/other infrastructure projects (where experience in tourism, hospitality, etc. can be considered)" We also request authority to allow & consider expertise as for all the Four (4) experts: (i)Team Leader, (ii)Project Manager, (iii)Marketing, (iv)Finance Expert as: "experience of working on consultancy / Transaction Advisor Services for PPP projects in Ports/ Highways / Other in infrastructure Projects."	Revised Criteria for evaluation of Key Personal is enclosed as Annexure I.
20.	4.6 of Instruction to Bidders, Sr. No. 2.2 of 2	Criteria for evaluation of key personnel	Since there are not cruise related projects in scope of work, we request authority to consider as: "Undertaken study on at least one Cruise / Hospitality / Tourism related project in India – 10 marks	Revised Criteria for evaluation of Key Personal is enclosed as Annexure I .
21.	4.6. Note (a) of	Criteria for evaluation of key personnel	We request the Authority to consider as below	Agreed



S. N.	Clause No.	Particulars	Query	Clarification
	Instruction to Bidders,		Note: a. For evaluation of key personnel, only those who have been with the firm for a minimum period of 1 year as on 30/06/2022 will be considered.	Agrand
22.	4.6. Note (a) of Instruction to Bidders,	Criteria for evaluation of key personnel	Request the following amendment to consider CVs of employees on direct payroll of the firm for evaluation: "For evaluation of key personnel, only those who are on payroll of the firm will be considered"	Agreed This is applicable for submitting the
23.	4.6. of Instruction to Bidders, Note (a) & Cl. 7 (b)	Criteria for evaluation of key personnel & Format of Proposal	We understand that such condition is normally applicable post award of tender as the engaging consulting firms aim to gather the best suitable talent specific to the project. This clause may kindly be linked to post-award, wherein the proposed professionals would be hired on the firm's pay roll. Additionally, we can also submit a confirmation from respective resources that they will be available for the project, if awarded'.	offer. The individual expert who is working with the firm at least for 1 years as on 30th June 2022 shall be considered for evaluation.
24	8 - General Condition s of Contract	Effectiveness of Contract	We request authority to modify clause as: 8 Effectiveness of Contract This Contract shall come into force and effect on the date of the signing of this Contract agreement between the Parties. (the "Effective Date")The Employer's letter of award shall constitute agreement between Employer and the firm till formal agreement has been signed.	Tender condition prevails
25	9 of General Condition s of Contract	Commence ment of Service	We request authority to modify clause as: 9. Commencement of Services The consultants shall commence the Services within Seven days from the Effective Date/ Specific Work Order for each project issued by the Employer.	Tender condition prevails
26	12.8 of General Condition s of Contract	Termination	We request you to clarify that Security Deposit will be refunded after signing of Contract agreement and the submission of performance security by the selected bidder.	Agreed

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S. N.		Particulars	Query	Clarification
27	of General Condition s of Contract	Arbitration	We request the Authority to kindly confirm the below:- The arbitration should be referred to a sole arbitrator appointed mutually by the parties and proceedings to be conducted as per Arbitration and Conciliation Act. Seat to be Mumbai and language to be English.	The arbitration shall be referred to SAROD – Ports. The dispute shall be dealt with in terms of Rules of SAROD - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD - Ports and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Rules of SAROD – Ports is available in the Indian Ports Association website.
28.	17 of General Condition s of Contract	Indemnificati ons	The consultant need to give indemnity for IPR infringement and non exercise of skill and care while performing services. We request the Authority to delete point (b) in the referred clause. As per the clause the liability will continue for 3 years after termination/completion of services. Request deletion of the 3 year requirement.	Tender condition prevails
29.	30.1 of General Condition s of Contract	Liquidated Damages for error / variation	We request authority to give percentage of liquidated damages that will be charged for error or variation. We also request to keep maximum liquidated damages equal to 10% of Agreement Value.	Tender condition prevails
30.	APPENDIX III - Financial Proposal	Financial Proposal	We understand that Financial quote shall be kept valid for 3 years? Rather than this, we request authority to give an escalation in cost based on the current year and year in which the project is awarded. Kindly Consider	Not agreed



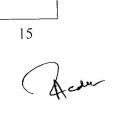
S. N.	Clause No.	Particulars	Query	Clarification
31.	Performa nce Security		The provisions related to Performance Security needs to be part of General Conditions of Contract.	Agreed
32.	Security		Additional clauses We request the addition of the following clauses to the draft contract: Anti- Bribery & Anti-Corruption: Each Party represents, warrants and undertakes that: (a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a "person" is any individual, partnership, company or any other legal entity, public or private. (b) Each Party shall, adhere to applicable anti-bribery and corruption laws.	



S. N.	Clause No.	Particulars	Query	Clarification
2			 (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). (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. 	
33.			Additional clauses We request the addition of the following clauses to the draft contract: 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.	Not Agreed
34.			Additional clauses We request the addition of the following clauses to the draft contract: 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	Not Agreed



S. N.	Clause No.	Particulars	Query	Clarification
			parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify CRISIL if any of these circumstances change, upon occurrence of which, CRISIL shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client's breach.	
35.			Additional clauses	Not Agreed
			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.	
36.			Additional clauses	Not Agreed
			We request the addition of the following clauses to the draft contract: 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	



S. N.	Clause No.	Particulars	Query	Clarification
			liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise	
37.			Additional clauses	Not Agreed
			The fees any amount Payable:- 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 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	



S. N.	Clause No.	Particulars	Query	Clarification
			its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such statement values to the Consultant.	
38.		Additional project		During the pre-bid it was informed that Authority is adding one more projects under this tender i.e. "Creation of Multi skilled development Centre at Mormugao Port Authority". Terms of reference, Project mile stone, terms of payment, Technical key person requirement is as per the tender. Details of the scheme is as follows: Creation of Multi skilled development Centre at Mormugao Port Authority The scope of work involves market survey with various industries within the state of Goa for identifying skilled man power requirement for various trades / emerging Industries. To create a Centre by replicating JNPA Model or any best model for setting up the Centre. Preparation of financial model implementation mode by outsourcing operation of Centre. Revised Financial Bid (Second cover) is enclosed as Annexure II.

Note: As discussed during the pre-bid meeting it is clarify that bidder should quote for all project. Incomplete submission of financial bid shall be treated as non-responsive tender

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