

Annex-Amendments : AMENDMENTS:TENDER FOR Appointment of Consultant for Project Management and Advisory Services for Equipping and Preparation of Two Terminals at Shahid - Beheshti - Chabahar Port

Sr. No.	Clause No / Section No.	Page No.	Existing Clause	Amended Clause
1	1/1	6	(c) "Contract" means the Contract signed by the Parties and all the attached documents listed as in the the General Conditions (GC) as specified in Section 2, para 12 and the Appendices.	(c)"Contract" means the Contract signed by the Parties and all the attached documents listed as in the General Conditions (GC) as specified in Section 2, para 12 and the Annexures .
2	8/1	12	Financial Proposals: The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). The financial proposal will be submitted only for year 1 (first 12 months) of the assignment. The financial for year 2 will be assumed to be the same financial quote as made for year 1 (first 12 months). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.	Financial Proposals: The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). The financial proposal will be submitted only for year 1 (first 12 months) and year 2 (12 months) of the assignment along with man-day rates for information. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
3	10/1	12	Taxes The consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as Value added, services, income taxes, fees, levies, etc) on amount payable by the employer under the contract. All such taxes will be excluded by the consultant in the financial proposal.	Taxes The consultant shall fully familiarize themselves about the applicable taxes (such as Value added, services, income taxes, fees, levies, etc) on amount payable by the employer under the contract. However , all such taxes will be excluded by the consultant in the financial proposal.
4	12/1	13	Earnest Money Deposit ... The EMD shall be forfeited..... ...	Earnest Money Deposit ... The EMD shall be forfeited..... ... v. Non-furnishing of Performance BG within 15 days from date of award.

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5	12/1	13	<p>Performance Bank Guarantee The successful bidder will have to submit Performance Bank Guarantee equivalent to 10% of value of project awarded with validity period till completion of Assignment/Job (for year 1 only). The similar Performance Bank Guarantee for year 2 shall be furnished before the start of year 2.</p>	<p>Performance Bank Guarantee The successful bidder will have to submit Performance Bank Guarantee equivalent to 10% of value of project awarded with validity period till completion of Assignment/Job (for year 1 plus claim period of 3 months). The similar Performance Bank Guarantee for year 2 shall be furnished before the start of year 2 plus three months.</p>
6	14/1	15	<p>Financial proposal of only those firms who are technically qualified shall be opened on the date & time specified by employer in the presence of the consultants' representatives who choose to attend.</p>	<p>Financial proposal of only those firms who are technically qualified shall be opened on the date & time specified by employer in the presence of the consultants' representatives who choose to attend.</p>
7	16/1	15	<p>Award of Contract: After technical negotiations, the employer shall issue a letter of intent (LOI) to the selected consultant. The consultant will sign the contract after fulfilling all the formalities/pre-conditions like submission of Performance Bank Guarantee, etc.</p>	<p>Award of Contract: After technical negotiations, the employer shall issue a letter of intent (LOI) to the selected consultant. The consultant will sign the contract (as per format given by IPGPL) after fulfilling all the formalities/pre-conditions like submission of Performance Bank Guarantee, etc.</p>
8	20/1	16	<p>Managing Director, 4th Floor, Nirman Bhavan Muzawar Pakhadi Road Mazgaon, Mumbai-400010 Tel.+91-22-6900 0430</p>	<p>Managing Director, 4th Floor, Nirman Bhavan Muzawar Pakhadi Road Mazgaon, Mumbai-400010 Tel.+91-22-6900 0430 e-Mail: md.indiaportsglobal@gmail.com</p>
9	2.2/2	19	<p>The consultant will check and verify the proposed infrastructure facilities and backup area (70 Ha to be given by ABI) / yard capacity basis cargo projection/ capacity plan and propose projects for enhancing yard capacity as required. The consultant with permission from employer can sub-contract site visits to a third party for the</p>	<p>The consultant will check and verify the proposed infrastructure facilities and backup area (70 Ha to be given by ABI) / yard capacity basis cargo projection/ capacity plan and propose projects for enhancing yard capacity as required. The consultant with permission from employer can sub-contract site visits to a third party for the</p>

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			assessment of infrastructure requirements.	assessment of infrastructure requirements at the cost of consultant.																								
10	4.6	22	The consultant will help in on boarding the team members as required and will help them outline processes, Operations Manuals, Standard Operating Procedures.	The consultant will help in on boarding the team members as required and will help them outline processes, Operations Manuals, Standard Operating Procedures and corresponding operational software/system as required.																								
11	2/2	22	<p><u>Key Deliverables and timeframes</u></p> <table border="1"> <thead> <tr> <th></th> <th>Deliverable</th> <th>Timeline from inception</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>Submit draft RFP documents for all other procurement projects</td> <td>T + 4 Months</td> </tr> </tbody> </table>		Deliverable	Timeline from inception	5	Submit draft RFP documents for all other procurement projects	T + 4 Months	<p><u>Key Deliverables and timeframes</u></p> <table border="1"> <thead> <tr> <th></th> <th>Deliverable</th> <th>Timeline from inception</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>Submit draft RFP documents for all other procurement projects originating from operating plan</td> <td>T + 4 Months</td> </tr> </tbody> </table>		Deliverable	Timeline from inception	5	Submit draft RFP documents for all other procurement projects originating from operating plan	T + 4 Months												
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				IPGPL will provide / grant information / approval to perform the services within fifteen days of the receipt of request for same, subject to the circumstances and conditions.
13	2/2	23	The consultant shall ensure The maximum penalty will be 10% of the total value of contract. In case of non-submission of final report by the prescribed date the consultant has to refund the entire amount released by IPGPL together with a penal rate of interest @ 10%.	The consultant shall ensure ... The maximum penalty will be 10% of the total value of contract. In case of non-submission of final report by the prescribed date the consultant has to refund the entire amount released by IPGPL together with a penal rate of interest @ 10% p.a.
14	2/2	23	The consultant shall ensure timely completion of the milestones mentioned above. There will be a penalty @ 0.5% of the total value of work awarded for every week of delay in non- achieving the milestones of work order unless such delay is duly approved by IPGPL. The maximum penalty will be 10% of the total value of contract. In case of non-submission of final report by the prescribed date the consultant has to refund the entire amount released by IPGPL together with a penal rate of interest @ 10%.	The consultant shall ensure timely completion of the milestones mentioned above. There will be a penalty @ 0.5% of the total value of work awarded for every week of delay in non- achieving the milestones of work order unless such delay is duly approved by IPGPL. In case of non-submission of final report by the prescribed date the final payment of 10% along with performance bank guarantee shall be forfeited and the consultant shall be debarred from participating in future tenders of IPGPL and its associates, Joint ventures and partners for a period of 5 years. In case of delay on part of the Consultant to perform of the Services due to circumstances beyond their control, IPGPL shall consider same and reserves the right to extend the time on the basis of the circumstances during that period.
15	6/2	26	Size and Financial Solvency: Bidder (s) to be an organization with a combined minimum turnover of more than INR 100 Crore on an average of last 3 years from consulting revenues.	Size and Financial Solvency: Bidder (s) to be an organization with a combined minimum turnover of more than INR 100 Crore or equivalent on an average of last 3 years from consulting revenues.
16	6/2	26	Eligibility Criteria:	

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			Relevant Assignment is defined as business, operational and financial consulting assignments excluding Preparation of DPRs, IT implementation, Forensic/ Internal Audit/ Risk Assessment and Transaction/M&A engagements. IPGPL reserves the right to validate the credentials.	Relevant Assignment is defined as business, operational, transaction assignments (in port sector) and financial consulting assignments excluding Preparation of DPRs, IT implementation, Forensic/ Internal Audit/ Risk Assessment and Transaction/M&A engagements. IPGPL reserves the right to validate the credentials.
17	8/2	27	<u>Technical Proposal</u> ... The technical proposal ... This outer envelope shall bear the title of the assignment "Appointment of Consultant for conducting a benchmarking study of Port Sector with reference to select Port Trusts".	<u>Technical Proposal</u> ... The technical proposal ... This outer envelope shall bear the title of the assignment "Appointment of Consultant for Project Management And Advisory Services For Equipping and Operation of Two Terminals At Shahid-Beheshti - Chabahar Port ".
18	9 D/2	30	<u>International Ports Expert</u> Should have Masters Degree in Engineering / Business Administration from a reputed and recognized University or Institution	Should have Masters Degree in Engineering / Business Administration/ Port Management from a reputed and recognized University or Institution.
19	9 D/2	30	<u>International Ports Expert/ Infrastructure Expert Qualifications:</u> Should be the employee of the firm for at least 3 years	<u>International Ports Expert/ Infrastructure Expert Qualifications:</u> Should be a Partner himself or employee of the firm for at least 3 years
20	9 D/2	30	<u>Sr No. 3 Technology Expert: (Educational background & Experience)</u> <ul style="list-style-type: none"> • Should have an Engineering degree and a Masters degree in Management from a reputed and recognized University or Institution • Minimum 7 years of progressive professional experience with experience of leading IT consulting projects • Should be the employee of the firm for at least 3 years 	<u>Sr No. 3 Technology Expert: (Educational background & Experience)</u> <ul style="list-style-type: none"> • Should have an Engineering degree from a reputed and recognized University or Institution • Masters degree in Management from a reputed and recognized University or Institution will be preferable • Minimum 7 years of progressive professional experience with experience of IT projects

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									<ul style="list-style-type: none"> • Should be a partner himself or the employee of the firm for at least 3 years
21	9 D/2	30-31	<u>Project Director / Team Leader Qualifications:</u> Should have Masters Degree in Engineering / Business Administration from a reputed and recognized University or Institution			<u>Project Director / Team Leader Qualifications:</u> Should have Masters Degree in Engineering / Business Administration/ Port Management / Transportation Planning from a reputed and recognized University or Institution.			
22	9 D/2	30-31	<u>Project Director / Team Leader Qualifications:</u> Should be the employee of the firm for at least 3 years			<u>Project Director / Team Leader Qualifications:</u> Should be a Partner himself or employee of the firm for at least 3 years			
23	9	32	<u>Financial Score: (Y)</u> The bidders shall submit their quote as per the format provided. The Financial proposals shall be evaluated on the basis of total lump sum charges offered by the bidder to Indian Ports Global Private Limited for a period of 12 months. The consulting fees for year 2 will be assumed to be the same financial quote as made for year 1 (first 12 months). Any monetary figure in decimal shall be rounded off to the nearest INR.			<u>Financial Score: (Y)</u> The bidders shall submit their quote as per the format provided. The Financial proposals shall be evaluated on the basis of total lump sum charges offered by the bidder to India Ports Global Private Limited for a period of 1 st year (12 months) and 2 nd year (12 months). Any monetary figure in decimal shall be rounded off to the nearest INR.			
24	11/2	33	S No.	Deliverables	Fees	S No.	Deliverables	Fees	
			4	Strategy and model for SPV partner selection/business model & placing order for cargo equipment	10%	4	i. Strategy and model for SPV partner selection/business model ii. placing order for cargo equipment	5%	5%
25	12/2	34	<u>New Clause</u>			<u>Limitation of Liability for the contract.</u> <u>For Employer</u> IPGPL will not have any liability to any Consultancy Company/			

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				<p>Consultancy firm or any other person in any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter, deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of IPGPL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. IPGPL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.</p> <p><u>For Consultant:</u> The Consultant's aggregate liability to the Employer, arising out of the performance or non-performance of the Services, whether under the law of contract (including under any indemnity), tort (including negligence), statute or otherwise shall be limited to the extent permissible by law to the fees payable to the Consultant under this Contract.</p>
26	12/2	34	<u>New Clause</u>	<p><u>Consequential Losses</u> Except in gross negligence or wilful misconduct on the part of the consultants or on the part of any person or Consultant/Consulting firms acting on behalf of the consultants in carrying out the services, the consultants, with respect to damage caused by the consultants to client's property shall not be liable to client:</p> <ol style="list-style-type: none"> 1. For any indirect or consequential loss or damage; and 2. For any direct loss or damage equal to the total payments for professional fees and reimbursable expenditure made or

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				<p>expected to be made to the consultants hereunder.</p> <p>3. 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 Consultant acting on behalf of the consultants in carrying out the services.</p>
27	12/2	34	<u>New Clause</u>	<p><u>Standard of care for the contract.</u></p> <p>The Consultant shall perform the Services in accordance with due skill care and diligence in accordance with the standard of care normally exercised by professionals providing similar services in similar circumstances, and where requirements in this Contract impose an obligation to ensure a result or outcome, or impose a standard or requirement in respect of the Services the Consultant must, in providing such Services, exercise the aforementioned standard of care, and having done so shall be regarded as having complied with the applicable obligation, standard or requirement in relation to the Services.</p>
28	12/2	34	<u>New Clause</u>	<p><u>Intellectual Property Rights</u></p> <p>The Consultant shall continue to retain all pre-existing intellectual property rights in all software, designs, utilities, tools, models, systems and other methodologies and know-how that Consultant already owns or licences ("Consultant Materials"). However, any intellectual property developed during the course, / as a result of, the services rendered in relation to the consultancy, shall be and remain property of IPGPL and IPGPL shall be free to share the same with other Govt. agencies, Ministry and other parties in normal course of business as required during</p>
29	FP-1	49	We, the undersigned, offer to provide the consulting Assignment/job	We, the undersigned, offer to provide the consulting Assignment/job

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			for [insert title of Assignment/job] in accordance with your Request for Proposal dated [insert date] and our Technical Proposal. Our attached financial Proposal is for the sum of [insert amount(s) in words and figures 1] for the year 1 of the project (first 12 months) with the understanding that the same quote will be applicable for year 2 (for next 12 months). This amount is exclusive of the Domestic Taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.	for [insert title of Assignment/job] in accordance with your Request for Proposal dated [insert date] and our Technical Proposal. Our attached financial Proposal is for the sum of [insert amount(s) in words and figures] for the year 1 of the project (first 12 months) and for the sum of [insert amount(s) in words and figures] year 2 of the project (for next 12 months) along with the man day rate for all five categories of experts as detailed FP-2. This amount is exclusive of the Domestic Taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.
30	FP-2	50	Financial Proposal for Profitability Reports	Financial Proposal for Man day Rates for eventuality of extension of contract. Please refer amended format for FP-2 attached herewith.
31	Annexure-I	51	1) DD/ Pay order towards EMD(Rs 2,50,000/-), Document fee(Rs 10,000/-)	1) DD/ Pay order towards EMD(Rs 5,00,000/-), Document fee(Rs 10,000/-)