INDIAN PORTS ASSOCIATION
(Procurement & Projects Vertical)
Tender ID: 2026_IPA_920190_1

Pre-Bid Clarification – Request for Proposal (RFP) for "Empanelment of Companies/ Agencies for Providing Management Consulting Services"

TENDER NOTICE NO: IPA/P&P/MANAGEMENTCONSULTING/2026 **Dated: 31.07.2026**

Corrigendum – I

S. No.	RFP Reference / Clause	Query	IPA's Response / Clarification
1.	RFP Notice, Pg. 1 – Last Date of Submission (21.08.2026, 15:00 hrs)	Bid submission date may be extended.	The bid submission date is extended to 07.09.2026.
2.	Clause 3.3, Pg. 7 / Tender Notice Pg. 2 read with CPP Portal (Basic Details & Tender Detail) – Earnest Money Deposit	EMD is stated as ₹2,00,000 in Clause 3.3 and in the Tender Notice, whereas the CPP Portal Basic Details/ Tender Detail indicate ₹5,00,000. Confirmation sought of the exact EMD amount to be remitted and the amount against which the CPP Portal will validate the bid.	The EMD shall be read as ₹2,00,000 (Rupees Two Lakh only).
3.	Clause 3.3, Pg. 7 – Mode of Submission of Earnest Money Deposit	Request that submission of the EMD in the form of a Bank Guarantee, or of an electronic Bank Guarantee (eBG) issued by a scheduled / nationalised bank, be permitted in addition to the other modes presently allowed, confirmation having also been sought whether the EMD is acceptable only by electronic transfer / NEFT with UTR details in Form 6 and whether alternate instruments such as a Bank Guarantee or a Demand Draft will not be accepted, so as to enable bidders to maintain healthy cash flow during the bid preparation stage. Further, where the Bid Security is furnished by way of Bank Guarantee, the bidder has requested that IPA provide its bank account details to enable verification through the Structured Financial Messaging System (SFMS) in accordance with standard banking protocols.	EMD shall be accepted only by electronic transfer, i.e. NEFT/RTGS.
4.	Clause 3.3 (vi) and Clause 3.7 (vi), Pg. 8–9 read with Form 6A, Pg. 51 and the CPP Portal – Exemption from Earnest Money Deposit	Clause 3.3 (vi) read with Clause 3.7 (vi) permits a bidder claiming exemption from payment of Earnest Money Deposit on the strength of a valid Central or State Government certification to avail of such exemption, subject to uploading the certificate together with Form 6A. The CPP Portal, however, records "EMD Exemption Allowed – No" against this tender. Confirmation sought that the exemption remains available in terms of Clause 3.3 (vi) read with Form 6A, that the entry on the CPP Portal be updated accordingly, and that the categories of certification which will be treated as valid for this purpose – MSME, Start-Up or other Central or State Government certification – be specified.	Exemption from EMD is allowed to MSMEs and Start-Ups. However, payment of the bid document / processing fee of ₹10,000 is mandatory and no exemption is available in this regard.

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5.	Clause 4.4 – PQ Criterion 7 (Financial Capacity), Pg. 22 read with RFP Notice Pg. 1 – Turnover Threshold	Annual turnover to be reduced from the prescribed average annual turnover from Consulting Services (₹500 Crore or more for Tier 1; ₹100 Crore or more but below ₹500 Crore for Tier 2), submitting that the thresholds unduly restrict competition. Alternatives proposed include: (i) ₹250 Crore for Tier 1 with Tier 2 recast as ₹100–250 Crore; (ii) overall turnover of ₹75 Crore, or average revenue from marine-related professional services of ₹75 Crore, for Tier 2; (iii) ₹50 Crore / ₹25 Crore in line with the Manual for Procurement of Consultancy & Other Services and (iv) ₹5 Crore / ₹2 Crore, or outright waiver, for MSMEs and Start-Ups. Bidders have relied on DoE OM F. No. 1/3/2026-PPD dated 22.07.2026 (advisory regarding prescription of qualification and evaluation criteria in procurement of consultancy services) and on para 7.3.3 of the Manual for Procurement of Consultancy Services, Second Edition, 2025. A bidder has further relied on IPA's own earlier RFQ for Empanelment of Consultants (2022), Clause 7.1 (Minimum Eligibility Criteria for Empanelment of Consultants – Stage I), under which the minimum average annual turnover prescribed was ₹2 Crore for Class-A and ₹60 Lakh for Class-B, and has requested that comparable eligibility criteria be adopted in the present RFP.	Tender Condition Prevails.
6.	Clause 4.4 – PQ Criterion 7, Pg. 22 – Basis of Turnover: "Consulting Services" vs. Total Turnover	Audited financial statements frequently do not disclose revenue from "Consulting Services" separately, particularly where consultancy/advisory is rendered as part of a wider portfolio of professional services. Requests: (i) permit evaluation on the basis of the bidder's average annual total turnover; (ii) permit average revenue from marine / sector-related professional services to be reckoned and (iii) treat certification by the Statutory Auditor / Chartered Accountant of the consulting turnover as conclusive where the figure is not separately disclosed in the financial statements. Alternative view: one bidder has requested that, for Tier 1, the turnover reckoned be confined to strategy / management consulting revenue and expressly exclude revenue from IT implementation, forensic services, internal audit, risk assessment and tax advisory.	i) The average turnover of any three (3) of the last four (4) financial years (FY 2022-23, FY 2023-24, FY 2024-25 and FY 2025-26) shall be considered for evaluation. ii) Revenue from marine sector related professional services will be considered. iii) In case the turnover from Consulting services is not separately disclosed in the financial statement, in addition to the audited financial statements, a certificate from the statutory auditor certifying the revenue from consulting services may be furnished. It is clarified that, for the purpose of evaluation, only revenue from consultancy services will be reckoned. All other conditions shall be as per the RFP

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7.	Clause 4.4 – PQ Criterion 7, Pg. 22 read with Annexure – A (Sl. No. 21), Pg. 42 – Financial Statements for FY 2025-26	Statutory audit for FY 2025-26 will not have been completed by the bid due date, income-tax returns being due by 31.10.2026. Requests: acceptance of provisional financial statements / provisional balance sheet together with a provisional turnover certificate, or of a Chartered Accountant certified provisional statement, in respect of FY 2025-26.	Provisional documents certified by the statutory auditor are acceptable in respect of FY 2025-26 only.
8.	Clause 4.4 – PQ Criterion 1 (Statutory Requirements), Pg. 20–21 – Period of Operation in India	(i) Request to reduce the Tier 1 requirement from ten (10) years to seven (7) years of operation in India, excluding the current financial year. (ii) A bidder which has been legally established in India since 2008 through a branch office of its overseas parent registered with the RBI, and which has since 2023 transferred that business as a going concern to a newly incorporated Indian entity, has sought confirmation that the period of operation of the predecessor branch office will be reckoned towards this criterion, supported by a business continuity certificate.	i) The requirement of ten (10) years cannot be changed. Tender condition prevails. ii) In such cases, the period of operation of the predecessor branch office may be considered, provided a business continuity certificate issued by a competent authority is furnished. IPA may call for additional proof if necessary, which shall be furnished by the bidder.
9.	Clause 4.4 – PQ Criterion 2 (Management Consulting Capability), Pg. 21–22 – Minimum Consulting Professionals on Payroll	Requests to reduce the prescribed minimum on-payroll strength of two hundred and fifty (250) consulting professionals for Tier 1 and one hundred (100) for Tier 2. Proposals received include one hundred (100) for Tier 1, and fifty (50) / forty (40) for Tier 1 and Tier 2 respectively. Bidders have relied on DoE OM F.No. 1/3/2026-PPD dated 22.07.2026, which requires that any prescribed minimum staff strength be commensurate with the manpower necessary for satisfactory execution of the assignment.	Tender Condition prevails.
10.	Clause 4.4 – PQ Criterion 2, Pg. 21–22 – Composition of "Consulting Professionals on Payroll"	(i) Clarification sought whether full-time contractual employees engaged exclusively with the bidder on renewable employment contracts, working under its direct supervision and control, will be reckoned towards the minimum consultant strength, subject to submission of employment contracts and an HR certification. (ii) Request that the requirement be assessed on the basis of the bidder's overall on-payroll professional strength in India comprising professionals capable of undertaking the services covered under the Scope of Work – including technical specialists, engineers, domain experts and subject-matter experts – rather than being restricted to employees organisationally designated under a dedicated "Management Consulting" practice, with an HR certificate permitted as evidence.	i) Consulting professionals on payroll shall be full-time employees. Contractual employees will not be considered. ii) Tender condition prevails
11.	Clause 4.4 – PQ Criterion 3, Pg. 20 – CVs of Consulting Resources	Confirmation sought that the prescribed number of CVs – ten (10) for Tier 1 and five (5) for Tier 2 – is a total requirement, the CVs together covering one or more of the Management Consulting areas specified in the Scope of Work, and that the prescribed number is not required in respect of each area in the Scope of Work.	The prescribed number of CVs is the total requirement and is not required in respect of each area of the Scope of Work.

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12.	Clause 4.4 – PQ Criterion 3, Pg. 20 read with Clause 4.7, Pg. 26 and Annexure – A (Sl. No. 17), Pg. 42 – Stage of Submission of Key Personnel CVs	Clause 4.7 provides that CVs of resources shall be submitted on all occasions on which consultants are called upon for any project. Clarification sought whether the CVs of the prescribed consulting resources, in the format at Form – 13, are required to be submitted at the bid stage for the purpose of empanelment and Technical Evaluation, or whether they are to be furnished subsequently, when empanelled consultants are called upon by IPA / User Departments for specific assignments or project call-offs.	As per Clause 4.4 – PQ Criterion 3, CVs in Form 13 are required to be submitted along with the bid and will be evaluated. After empanelment, as and when firms are called upon for an assignment, the CVs of the resources proposed to be deployed shall be submitted for approval of the User Department.
13.	Clause 4.4 – PQ Criterion 4 (Relevant Experience), Pg. 21 – Number of Projects, Reference Period and Fee Threshold	Requests to relax the requirement of fifteen (15) Management Consulting projects over the last ten (10) years with a minimum consulting fee value of ₹2 Crore (Tier 1), and seven (7) projects over the last five (5) years with a minimum fee value of ₹1 Crore (Tier 2). Clarification has also been sought whether the minimum consulting fee thresholds of ₹2 Crore for Tier 1 and ₹1 Crore for Tier 2 are to be reckoned exclusive or inclusive of GST for the purpose of assessing eligibility. Proposals received include eight (8) projects over seven (7) years at ₹50 Lakh for Tier 1, and seven (7) projects over five (5) years at ₹40 Lakh for Tier 2. Separately, a bidder has requested deletion of the requirement of two (2) Government / Public Sector projects for Tier 2, on the ground that it has no bearing on a firm's capability to deliver the Scope of Work, retaining only the requirement of seven (7) Management Consulting engagements in India.	Tender Condition prevails.
14.	Clause 4.4 – PQ Criterion 5 (Sector Experience), Pg. 21	(i) Request that sector assignments under Criterion 5 be evaluated irrespective of assignment value, bidders submitting that a substantial proportion of high value-add assignments in the Ports, Maritime, Shipping, Logistics, Infrastructure and Transportation sectors carry a consulting fee below ₹1 Crore, and that the ₹1 Crore / ₹2 Crore threshold under Criterion 4 ought not to be imported into the sector requirement. (ii) Request to relax the Tier 2 requirement from two (2) to one (1) qualifying sector project; a further proposal seeks four (4) for Tier 1 and two (2) for Tier 2. (iii) Clarification sought on the defined scope and the sectors covered by the expression "Infrastructure & Allied Sectors", and in particular confirmation whether assignments in urban infrastructure, smart cities, power and energy distribution, water supply, industrial infrastructure and public sector advisory will be reckoned as valid experience for the purpose of Criterion 5. A further bidder has sought confirmation whether aviation, smart mobility, railways, industrial corridors, inland waterways, multimodal logistics, energy infrastructure and economic zone	i) and ii) Tender condition prevails. iii) Assignments in urban infrastructure, smart cities, power and energy distribution, water supply, industrial infrastructure and public sector advisory may be considered as allied sectors.

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		development would likewise qualify under this head.	
15.	Clause 4.4- PQ Criteria 5 & 6, Pg. 21–22- Cumulative or Category-wise Reckoning of Qualifying Projects	(i) In respect of Criterion 5, clarification sought whether the prescribed minimum of five (5) projects for Tier 1 and two (2) projects for Tier 2 is to be reckoned cumulatively across the sectors listed – that is, in Ports or Maritime or Shipping or Logistics or Infrastructure or Transportation & Allied Sectors taken together – or whether the prescribed number is required to be furnished separately in each of the listed sectors. (ii) In respect of Criterion 6, clarification sought on the same footing, whether the prescribed minimum of five (5) assignments for Tier 1 and two (2) assignments for Tier 2 may be reckoned cumulatively across Programme Management, Business Transformation, Digital Transformation, Change Management, Organisational Transformation and Implementation Support taken in any combination, or whether separate assignments are required against each category. Bidders have requested confirmation that a cumulative count across the combined sectors and categories will satisfy the requirement.	i) The prescribed five (5) projects shall be reckoned cumulatively across the sectors listed. ii**) A bidder may apply for either Tier 1 or Tier 2 only, based on its preference and eligibility**.
16.	Clause 4.4 – PQ Criteria 4, 5 & 6, Pg. 21–22 read with Clause 4.5, Pg. 23–25 – Eligibility of International / Global Assignments	Several bidders have submitted that Ports, Maritime, Shipping and Logistics are inherently international sectors, and that specialised firms hold directly relevant experience from assignments undertaken for ports, maritime authorities, shipping organisations and logistics entities outside India, which brings international best practices and benchmarking relevant to Indian ports. Request that relevant assignments undertaken internationally be reckoned towards the experience requirements under both Pre-Qualification and Technical Evaluation, the stipulated requirement relating to Indian Government / Public Sector assignments being retained separately if IPA so considers appropriate.	International experience will be considered.
17.	Clause 4.4 – PQ Criteria 4, 5 & 6, Pg. 21–22 – Credentials of Affiliated Offices and Consortium / Framework Assignments	(i) Confirmation sought that engagements undertaken by other offices of the same parent firm will be acceptable against the experience criteria. (ii) Confirmation sought that, where the bidder has executed an assignment as part of a consortium or under a framework contract, the bidder's share of work and consulting fee will be reckoned for qualification, supported by the client work order.	i) Only engagements undertaken by the bidding company registered in India will be considered. ii) In the case of a consortium, the bidder's share of work and consulting fee may be considered if supported by the client's documents.
18.	Clause 4.4 – PQ Criterion 6 (Programme Management, Business Transformation and Change	Requests to reduce the requirement from five (5) assignments over the last ten (10) years (Tier 1) to two (2) assignments over seven (7) years, and from two (2) assignments over the last five (5) years (Tier 2) to one (1) assignment over five (5) years. Confirmation also sought that both Indian	Tender Conditions Prevails.

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	Management Experience), Pg. 21–22	and global engagements will be acceptable against this criterion.	
19.	Clause 4.4 – PQ Criterion 6, Pg. 21–22 – Scope of "Programme Management"	Clarification sought whether Project Management, Project Management Agency (PMA), Project Management Unit (PMU) and Third-Party Inspection Agency (TPIA) assignments undertaken in respect of flagship schemes and infrastructure programmes of the Government of India or of State Governments will qualify as "Programme Management" assignments for the purpose of meeting the requirement under Criterion 6.	Project Management, PMU and PMA assignments may be considered in the case of flagship schemes and infrastructure programmes of the Government.
20.	Clause 4.4 – PQ Criteria 4, 5 & 6, Pg. 21–22 – Counting of a Single Assignment against Multiple Criteria	Confirmation sought whether a single assignment which independently satisfies the requirements of Criterion No. 4 (Relevant Experience), Criterion No. 5 (Sector Experience) and Criterion No. 6 (Programme Management, Business Transformation and Change Management Experience) may be reckoned concurrently against each of those criteria for the purpose of Pre-Qualification, or whether distinct assignments are required to be furnished against each criterion.	A single assignment which satisfies the requirements of Criteria 4, 5 and 6 may be reckoned concurrently against all three criteria.
21.	Clause 4.4 – PQ Criteria 8 & 9, Pg. 22 read with Clause 3.7(vii), Pg. 9, Clause 3.12, Pg. 10 and Forms 9 & 10, Pg. 57–58 – Blacklisting, Debarment and Litigation Declarations	(i) Bidders have noted that blacklisting / debarment is addressed through multiple provisions adopting differing standards – the PQ criteria contemplate an undertaking on the bidder's letterhead, Clause 3.7(vii) refers to a declaration in Form 10, Form 10 adopts an "as on the date of submission of bid" standard, and Form 9 uses broader wording. Request that all such requirements be aligned on a uniform "as on the date of submission of the bid" basis, with confirmation that submission of Forms 9 and 10 suffices and that no separate self-declaration is required. (ii) On litigation, bidders have submitted that any entity with long-standing operations will be party to proceedings in the ordinary course of business which may not affect its ability to perform. Request that the criterion be modified to a materiality standard – that there are no material pending litigation / arbitration / investigation proceedings which, if adversely determined, would impact the bidder's ability to perform the services, and no pending disputes with IPA – and confirmation that the Form 10 declaration alone suffices.	i) Tender Condition Prevails ii) Tender Condition Prevails
22.	RFP Notice, Pg. 1 read with Clause 4.4, Pg. 20 – Basis of Tier Classification	(i) Request that the Tier classification be linked to the value and complexity of the assignment (project cost) rather than to bidder turnover – i.e. High Knowledge Input Assignments (project cost above ₹500 Crore) as Tier 1 and Other Knowledge Input Assignments (project cost ₹100–500 Crore) as Tier 2 – or, alternatively, that the turnover bands be substantially lowered.	i) and ii) Tender Condition Prevails

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		(ii) A bidder has requested that, consistent with the NICSI and Invest India empanelment models, Tier 1 be reserved for firms primarily undertaking high-value, high-impact strategic assignments, that firms be permitted to apply under only one tier based on their positioning, and that Tier 1 empanelment be limited to a maximum of three (3) firms. (iii) A contrary request has been received that, Form 7 presently permitting a bidder to apply in one tier only, eligible bidders be permitted to participate in both Tier 1 and Tier 2 through separate proposals and separate financial bids, subject to meeting the respective eligibility criteria for each tier, assignments under the two tiers differing significantly in complexity, effort, deployment model and commercial scale.	
23.	Clause 6.20, Pg. 39 – Joint Ventures and Consortia	The clause prohibits participation by Joint Ventures, including Consortia. Requests: (i) that participation in the form of a Joint Venture / Consortium be permitted, so as to enable broader participation and allow firms to combine specialised expertise; (ii) that the technical and financial eligibility criteria be permitted to be met by either the lead member or any member of the JV / Consortium, the overall criteria being satisfied either solely by the lead partner or jointly by the consortium members and (iii) that non-substantial members be recognised in a consortium arrangement, a member holding less than 25% participation being treated as a Non-Substantial Member whose financial capability and work experience would not be reckoned in the evaluation of the JV / Consortium. A bidder has proposed the following substitute clause: "Joint Venture/Consortium participation is permitted. The technical and financial eligibility criteria may be met by either the lead member or any consortium member; however, the overall criteria must be satisfied either solely by the lead partner or jointly by the consortium members."	Joint Ventures/Consortia will not be permitted
24.	Clause 4.4 – PQ Criteria generally – Relaxation for MSMEs and Start-Ups	Request for waiver of the prior turnover and prior experience conditions in respect of Micro and Small Enterprises and DPIIT-recognised Start-Ups, relying on MSME Policy Circular No. 1(2)(1)/2016-MA dated 10.03.2016 read with Rule 173(i) of GFR 2017, subject to the bidder meeting the prescribed quality and technical specifications.	The relaxation available to MSMEs and Start-Ups is limited to exemption from payment of EMD. All other conditions of the RFP shall be met by such firms.
25.	Clause 4.1, Pg. 19 read with Clause 4.6, Pg. 25 – QCBS Weightage (Technical 70% : Financial 30%)	Request to revise the QCBS weightage to 80% Technical : 20% Financial, bidders submitting that management consulting is knowledge-driven and that a higher technical weightage would better reflect domain expertise, quality of key personnel, sector experience and delivery capability, and would better differentiate high-quality bidders. Precedents cited include the engagement of a Strategic Consultant for	Tender Condition Prevails

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		"Maritime India Vision 2030" (IPA, 2020), the Strategic Support Unit for the "Shipbuilding Cell" at the Directorate General of Shipping (2025), the Strategic Decision Support Unit for the ICTP at Galathea Bay (Kamarajar Port Limited, 2025), and the Indian Maritime Compliance Manual (DG Shipping, 2025).	
26.	Clause 4.5 – Technical Evaluation Criteria, Sl. Nos. 1 & 2, Pg. 23–25 – Scoring Slabs: Project Experience and Sector Experience	Requests to lower the scoring slabs and the qualifying fee thresholds for both tiers, consistent with the relaxations sought under Clause 4.4. Illustrative proposals: Tier 1 – 8–9 qualifying projects = 9 marks, 10–11 = 12 marks, >11 = 15 marks, with a ₹50 Lakh fee threshold; sector experience 4 projects = 9 marks, 5–6 = 12 marks, >6 = 15 marks. Tier 2 – 7–8 qualifying projects = 9 marks, 9–10 = 12 marks, >10 = 15 marks, with a ₹40 Lakh threshold. Confirmation also sought that the fee threshold referred to under Sl. No. 2 is the PQ threshold prescribed under Criterion 4, and that global engagements are eligible for scoring.	Tender Condition Prevails
27.	Clause 4.5 – Technical Evaluation Criteria, Sl. No. 1, Pg. 23–25 read with Clause 4.4 – PQ Criterion 4, Pg. 21 - Weightage for Government / Public Sector Projects	Criterion 4 requires that the qualifying projects include a minimum of five (5) Government / Public Sector projects for Tier 1 and two (2) for Tier 2, whereas the scoring guidelines under Sl. No. 1 award marks by reference to the total number of qualifying projects. Clarification sought whether Government / Public Sector projects carry any specific additional weightage in the Technical Evaluation under Sl. No. 1, or whether scoring is strictly on the basis of the total cumulative count of qualifying projects.	Tender Condition Prevails
28.	Clause 4.5 – Technical Evaluation Criteria, Sl. No. 3, Pg. 23–25 – Scoring Slabs: Programme Management / Transformation Assignments	Requests to lower the slabs for both tiers to 1 project = 6 marks, 2 projects = 8 marks and >2 projects = 10 marks, and confirmation that both Indian and global engagements will be reckoned.	Tender condition prevails. Global engagements will be considered.
29.	Clause 4.5 – Technical Evaluation Criteria, Sl. No. 4, Pg. 23–25 – Scoring Slabs: Average Annual Turnover from Consulting Services	Requests to revise the turnover scoring slabs downwards, consequential to the relaxations sought to PQ Criterion 7. Proposals received: Tier 1 – ₹250–350 Crore = 6 marks, >₹350–500 Crore = 8 marks, >₹500 Crore = 10 marks; Tier 2 - full marks where average annual turnover is between ₹200 Crore and ₹350 Crore. A bidder has proposed, for Tier 1, a recalibration of the existing bands to ₹500–650 Crore = 6 marks, >₹650–800 Crore = 8 marks and >₹800 Crore = 10 marks, submitting that the prescribed turnover is on the higher side. Bidders seeking MSME relaxation have proposed substantially lower bands of ₹5–6 Crore / >₹6 Crore (Tier 1) and ₹2–3 Crore / >₹3–4 Crore / >₹4 Crore (Tier 2).	Tender Condition Prevails

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30.	Clause 4.5 – Technical Evaluation Criteria, Sl. No. 5, Pg. 23–25 – Scoring Slabs: Management Consulting Human Resource Strength	Requests to revise the resource slabs downwards, bidders submitting that headcount does not by itself reflect technical capability or the ability to deploy an appropriately qualified team. Proposals received: Tier 1 – 100–150 resources = 6 marks, >150–250 = 8 marks, >250 = 10 marks (alternatively 50–55 / 56–60 / >60); Tier 2 – full marks where management consulting resources are between 100 and 150 (alternatively 25–30 / 31–40 / >40).	Tender Condition Prevails
31.	Clause 4.5 – Technical Evaluation Criteria, Sl. No. 6, Pg. 23 & 25 – Quality of Proposed Key Personnel: “Premier Institutions” (2 Marks)	Confirmation sought whether any AICTE / UGC approved college or institution will be treated as a relevant “Premier Institution” for the purpose of the marks allotted under this criterion.	“Premier Institution” means an institution of national or international repute, such as the IIMs, IITs and ISB, or a university ranked among the top 200 globally (as per QS / THE rankings).
32.	Clause 4.5 – Technical Evaluation Criteria, Sl. No. 6, Pg. 24–25 read with Clause 4.4 – PQ Criterion 3, Pg. 20 – Definition and Evaluation of “Key Personnel”	Request that “Key Personnel” be defined in the corrigendum. A bidder has suggested the following composition: (i) Project Director, (ii) Government and Public Sector Expert, (iii) Ports, Maritime, Shipping, Logistics, Infrastructure, Transportation & Allied Sectors Expert (any one area), (iv) Programme Management, Business Transformation, Digital Transformation and Change Management Expert (any one area); and (v) Project Manager. A further request has been received that IPA specify the minimum educational qualification, the relevant experience criteria and the detailed evaluation parameters applicable to the consulting resources whose CVs are to be submitted – ten (10) for Tier 1 and five (5) for Tier 2 – including the extent of Management Consulting experience required.	Tender Condition Prevails
33.	Clause 4.5 – Technical Evaluation Criteria, Sl. No. 7, Pg. 25 – Technical Presentation	As the present process is an empanelment without a finite defined scope of work (which will be established through subsequent assignment-level RFPs / Work Orders), bidders have sought confirmation that a broad-level approach and methodology may be submitted without assignment-specific deliverables and timelines, and have requested guidance on the nature and number of case studies to be submitted along with the bid. Confirmation has also been sought that the Technical Presentation read with the case studies carries thirty (30) marks in the Technical Evaluation, that it is required to be uploaded on the CPP Portal along with the initial bid submission, and that no modification or revision of the presentation will be permitted thereafter, whether prior to or during the presentation before IPA.	The presentation shall demonstrate the consultant’s understanding of the Scope of Work and its approach and methodology for delivering the services. Case studies on similar assignments may also be presented. As the total time allotted for the presentation is a maximum of thirty (30) minutes, the number of case studies may be decided accordingly. **The presentation need not be submitted along with the bid.**

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34.	Clause 2 (Glossary – definition of "Management Consulting"), Pg. 4 read with Clause 5 (Scope of Work), Pg. 28–34 – Qualifying Assignments	Bidders have observed that the definition of "Management Consulting" appears to exclude long-term strategy / policy formulation and specialised technical / domain-specific problem-solving support, whereas the Scope of Work includes Smart Port & Automation Advisory, Digital Transformation, AI and Emerging Technology, Logistics and Supply Chain Transformation, Cruise Shipping, Risk & Resilience, Commercial Management, Programme Management and other maritime / domain-specific advisory services. Clarification requested that assignments involving strategic advisory, maritime / domain advisory, technical advisory, digital and technology transformation, operational improvement, programme management and implementation support falling within Clause 5 will be treated as qualifying Management Consulting assignments for the purpose of both Pre-Qualification and Technical Evaluation. A bidder has additionally submitted that the definition may not expressly cover strategy, policy advisory, economic advisory and sector development services, and has sought confirmation that the expression extends to strategic planning, policy formulation, sector strategy, institutional strengthening, governance reform, economic / commercial / financial advisory, risk and resilience, human capital, ESG and maritime and port sector development.	Tender Condition Prevails
35.	Clause 5 (Scope of Work), Pg. 28–34 – Proposed Additions to the Scope of Work	Suggestions received for the inclusion of further areas within the Scope of Work: (i) that business advisory services relating to Internal Financial Controls, Risk Based Internal Audit and Responsible Artificial Intelligence frameworks and governance be treated as falling within the Scope of Work, having regard to the breadth of the existing heads on Digital Transformation Programme Advisory, Artificial Intelligence and Emerging Technology Advisory, and Risk, Compliance and Business Resilience; (ii) that, in view of the national importance attached to the shipbuilding sector, the scope extend to market assessment, development frameworks, strategy assessment and allied areas for the shipbuilding and ship repair sectors and (iii) that a dedicated head on "Strategy, Policy and Sector Development Advisory" be introduced, bidders submitting that the present scope is strong on programme management, implementation support, transformation and operational advisory but carries limited express coverage of upstream strategy formulation, policy development, regulatory advisory, sector planning and institutional reform, which are frequently required by MoPSW, IPA and other maritime sector stakeholders.	Tender Condition Prevails

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36.	Clause 4.7 (Method of Empanelment), Pg. 26–27 read with Annexure B1, Pg. 65 – Matching of the Lowest Quoted Rate	Bidders have submitted that mandatory matching of the lowest rate quoted by any of the selected bidders nullifies the commercial differentiation established through the QCBS evaluation and converts the empanelment into a de facto L1-based framework, which may discourage participation by high-quality firms, incentivise aggressive under-pricing and affect long-term service quality. Request that the benchmark rate be determined on the basis of the average of the rates quoted by the technically qualified/ empanelled bidders, after excluding abnormally high and abnormally low quotations, instead of the lowest quoted rate; alternatively, that empanelled bidders be permitted to retain their quoted category-wise rates, or that rate matching be capped at a reasonable benchmark or median rate among the technically qualified bidders. Clarification has also been sought whether rate matching is to be carried out category-wise for each resource level or on the overall Gross Total Value, and whether the lowest rate for each category may be drawn from different bidders. A bidder has separately sought confirmation of its understanding that, while the QCBS ratio of 70:30 determines the combined ranking and the shortlist of the first five (5) bidders, final empanelment remains subject to all five shortlisted bidders agreeing to match the lowest rate quoted for each individual key personnel category.	Tender Condition Prevails
37.	Clause 4.7, Pg. 27 – Number of Firms to be Empanelled	Divergent requests received: (i) that all bidders meeting the prescribed eligibility criteria and achieving the minimum qualifying technical score be empanelled, without any cap based on ranking, so as to provide IPA a larger pool of consultants across diverse domains; (ii) that the panel be enlarged from the first five (5) to the first six (6) ranked bidders for each tier and (iii) that Tier 1 empanelment be restricted to a maximum of three (3) firms so as to preserve the distinction between the tiers.	Tender Condition Prevails
38.	Clause 4.7, Pg. 26 – Resource Categories and Minimum Relevant Experience	Request to rationalise the topmost resource categories (Consultant with 25 years and above, and Consultant with 20 and <25 years of experience) to a 15-20 year band, bidders submitting that professionals with 15-20 years of relevant experience typically lead strategic assignments and engage with senior stakeholders, and that the present bands are restrictive at the empanelment stage.	Tender Condition Prevails
39.	Clause 4.7, Pg. 26 read with Annexure B1, Pg. 65–67 – Man-Month Rates vs. Lump-Sum Pricing	Request that bidders be permitted to submit a lump-sum financial proposal for the agreed scope of work in lieu of resource-wise man-month rates, bidders submitting that management consulting engagements are delivered through an integrated team of senior	Tender Condition Prevails

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		leadership, project managers, consultants and subject-matter experts deployed flexibly according to assignment requirements.	
40.	Clause 4.7, Pg. 26 read with Annexure B1, Pg. 64–67 – Price Discovery on the Basis of Team Size	As an alternative to resource-wise man-month rates, a bidder has requested that the price bid format be amended to invite quotations for defined team sizes to be deployed on an assignment, submitting that a consulting assignment is delivered by a team drawn from both Indian and global offices, comprising full-time members and part-time experts of differing seniority and qualification, supported by a back-end research team whose cost is built into the team cost. The Invest India empanelment of 2021 has been cited as a precedent, quotations there having been invited on the basis of defined team sizes – illustratively, a small team comprising three (3) full-time consultants and three (3) experts engaged for 25% of their time, and a medium team comprising six (6) full-time consultants and five (5) experts engaged for 25% of their time – the User Department selecting the applicable team size at the time of the assignment.	Tender Condition Prevails
41.	Clause 4.7, Pg. 26 read with Annexure B1, Tables 1 & 2, Pg. 64–65 – Computation of Gross Total Value and the 60% Threshold	(i) Clarification sought on the exact mechanism for computation of the average Gross Total Value (GTV) against which the 60% disqualification threshold is to be applied, and in particular whether abnormally low or outlier quotations are to be excluded before the average is computed, so as to prevent the threshold being skewed. (ii) Request that the disqualification threshold be reduced from 60% to 30% of the average Gross Total Value, bidders submitting that, given the wide variation in consulting business models and overhead structures, a 60% threshold may unnecessarily eliminate technically qualified bidders with efficient cost structures. Clarification has also been sought on the objective basis or benchmark by reference to which rates will be held to be "abnormally high or low" as compared to generally prevalent consultancy industry rates, so that bidders may quote transparently. (iii) Confirmation sought that the lowest financial quotation applied in the QCBS financial score formula will be determined on the basis of the computed Gross Total Value (GTV = A + B + C + D + E + F + G), and that bidders are required to quote man-month rates for all seven (7) resource categories without leaving any item blank.	i) The Gross Total Value shall be computed excluding abnormally low rates, as explained in Clause 4.7. IPA may, at its discretion, also reject bids with abnormally high or abnormally low rates. ii) Tender condition prevails. iii) Bidders shall quote man-month rates for all resource categories, failing which the bid is liable to be rejected.
42.	Clause 3.20(c), Pg. 16 read with Clause 5.1, Pg. 35 and Clause 6.2 – Annual Revision of Rates	As the empanelment runs for three (3) years with man-month rates quoted once at the bid stage and no provision for periodic escalation, bidders have requested that an annual rate escalation mechanism be incorporated for assignments awarded in the second and third years of the empanelment period. Proposals range from 5%–10% per annum to 12% per annum, or escalation	An escalation of 5% will be allowed on a year-on-year basis.

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		linked to a published index. Precedents cited include the NICSI and NeGD empanelments.	
43.	Clause 2 (Glossary, item xxii), Pg. 4 – Definition of “Month” / Working Days	The number of working days in a month is not defined in the RFP. Request that the working days in a month be specified as twenty-two (22), consistent with other national-level empanelments and with IPA’s previous empanelment.	Consultants shall follow the working days of the User Departments. In case of exigencies, the resources shall report for work on any day, as required by the User Department. No extra payment will be eligible in such cases, however in case where work is undertaken on a Sunday, compensatory off may be considered. Pro-rata deduction will be made for absence on working days.
44.	Clause 5.1 and Clause 6 (General Conditions of Contract), Pg. 35–40 – Leave Policy for Deployed Resources	The RFP does not define a leave policy for deployed resources. Request that annual leave be allocated to deployed resources on a pro-rata basis, in alignment with the practice followed under national empanelment such as NICSI. Proposals received are eighteen (18) annual leaves and, alternatively, at least fifteen (15) additional leaves in a year for each resource deployed under the empanelment.	There is no provision for grant of leave or any other benefit to the resources deployed at IPA. Leave and other entitlements, if any, shall be granted by the firm in accordance with its own policy.
45.	Clause 6.6, Pg. 36 read with Clause 5 (Scope of Work), Pg. 28 – Billing Bracket and Replacement of Deployed Resources	(i) In long-duration engagements, deployed resources may acquire additional experience and become eligible for a higher billing bracket. Request for a provision permitting either revision of the resource’s billing rate to reflect the enhanced experience level, or replacement of the resource with another meeting the required experience level. (ii) Confirmation sought that replacement of deployed personnel with equivalent or higher-qualified resources will be permitted in cases such as resignation, internal transfer, unforeseen medical situations or other circumstances beyond the consultant’s control, subject to the approval of IPA / the User Department.	i) Payments will be made at the agreed rates and no additional payment will be made. ii) Replacement of resources in exigent cases may be allowed, subject to the replacement meeting all the criteria applicable to the original resource and to the approval of the User Department.
46.	Clause 6.1, Pg. 36 read with Clause 5.1, Pg. 35 – Logistics and Travel Costs	(i) As the User Department’s base location may not necessarily be Delhi, request that the clause be reworded to refer to travel outside the designated base location of the User Department / IPA / designated project location, in place of travel outside Delhi. (ii) Request that “logistics cost” be defined to include economy class airfare, rail travel (Second AC), cab / taxi services for intercity and intracity travel, hotel charges and other incidentals such as meals. (iii) Clarification sought whether travel, accommodation and logistics expenses will be arranged directly by IPA / the User Department or reimbursed to the consultant, and on the reimbursement process, timelines and applicable entitlement norms. Confirmation has also been sought that such expenses, where incurred on	i) Logistics cost may be considered for travel outside the base location of the User Department. ii) and iii) Logistics cost will include economy class airfare, rail travel by Second AC, taxi charges for local travel and hotel charges (tariff to be approved by the User Department). Such amounts will be reimbursed against submission of bills and are excluded from the man-month rates.

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		out-station assignments and field visits, stand excluded from the quoted man-month fee.	
47.	Clause 5.1, Pg. 34 read with Annexure B, Note 2, Pg. 63 – Payment of GST linked to GSTR-2A	Request that GST be payable within the standard invoice payment cycle upon submission of a valid tax invoice together with proof of filing of GSTR-1 and GSTR-3B, without being made conditional upon reflection of the same in GSTR-2A; alternatively, that a defined and reasonable time limit be placed on any reconciliation-linked payment. Separately, Clause 4.3 read with Annexure B and Annexure B1 having stated that the Financial Proposal is to include all expenses and tax liabilities excluding GST and that the man-month rate is to be quoted without GST, confirmation has been sought that bidders are to quote fees exclusive of GST, that all other statutory taxes, duties and overheads are deemed included in the quoted rates, and that GST will be payable additionally as applicable.	GST is excluded and will be paid additionally on submission of a valid GST invoice. The man-month rate shall be inclusive of all other charges, taxes, levies and overheads.
48.	New Clause – Payment Terms and Interest on Delayed Payment	Request that a payment term of seven (7) days from the date of invoice be provided, and that a clause be included providing for interest on delayed payment, at a suggested rate of 1.5% per month in respect of invoices remaining unsettled beyond thirty (30) days from the date of raising the invoice.	Payments will normally be made within fifteen (15) days of submission of proper bills. No interest will be payable on delayed payment.
49.	Section 1 (Introduction), Pg. 3 read with Clause 4.7, Pg. 26 – Assignment Pipeline and Business Volume	Clarification sought on the indicative number of assignments and the expected assignment pipeline envisaged during the proposed three-year empanelment period, and whether any minimum business guarantee, minimum assignment value or minimum work allocation is proposed for empanelled consultants.	As the assignments are to be undertaken by various organisations, the number of assignments envisaged cannot be assessed at this stage. There will be no guarantee of business.
50.	Section 1 (Introduction), Pg. 1 & 3 read with Clause 4.7, Pg. 26 – Methodology for Award of Assignments Post Empanelment	Clarification sought on the process to be adopted by IPA / User Departments for awarding assignments after empanelment, specifically: (a) whether assignment-specific mini-RFPs / RFQs will be issued amongst empanelled firms; (b) whether assignments may be awarded through direct nomination or limited competition; (c) whether fresh technical and financial proposals will be sought for each assignment; and (d) whether assignment-specific commercial negotiations will be permitted prior to award of work; and (e) whether allocation may be by rotation among empanelled firms, and what broad evaluation mechanism is proposed at assignment level.	Assignments will normally be awarded by direct nomination. However, User Departments are free to adopt any other mechanism for selection of the agency for a particular assignment.
51.	Clause 2 read with Clause 4.7, Pg. 26 – Resource Commitment across Multiple User Departments	As the empanelment may be utilised simultaneously by multiple Major Port Authorities, Government Departments, PSUs and other User Departments, clarification sought on: (a) whether an empanelled consultant may decline to participate in an assignment on account of genuine resource-availability constraints; (b) whether any minimum resource deployment commitment is expected of	A firm may decline an assignment for valid reasons. The resource deployment required will be specified in each case and may vary from assignment to assignment. Non-acceptance of an assignment will not normally attract any penalty; however,

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		empanelled consultants; and (c) whether non-acceptance of a particular assignment on account of bandwidth limitations will affect empanelment status or attract any penalty.	repeated non-acceptance may render the empanelment liable for cancellation.
52.	Section 5 (Scope of Work), Pg. 28–34 – Assignment-Specific Terms of Reference and Scope Change	As the Scope of Work is broad and indicative in nature, confirmation sought that assignment-specific Terms of Reference, deliverables, timelines, effort estimates and acceptance criteria will be defined separately for each assignment, and that any scope expansion beyond the approved ToR will be treated as a change request and compensated separately.	The scope of work, deliverables and timelines will be specified separately for each assignment. The Terms of Reference furnished in the empanelment document are indicative, and no additional compensation whatsoever will be payable in respect of the assignments offered to the firms.
53.	Clause 3.21, Pg. 13 – Conflict of Interest	Bidders have submitted that the conflict of interest provision is widely worded. Request that its scope be narrowed and that it be clarified that the provision of similar services to other clients will not, by itself, be construed as a conflict of interest.	Tender Condition Prevails
54.	Clause 3.5, Pg. 9 – Performance Security	The empanelled consultant is required to furnish Performance Security (₹5,00,000 for Tier 1 / ₹3,00,000 for Tier 2) valid for the entire empanelment period plus sixty (60) days, forfeitable in whole or in part on breach, without prejudice to IPA's other rights and remedies. Confirmation sought that the Performance Security, Liquidated Damages, Penalty and any indemnification claims are subject to a single aggregate cap not exceeding the total fees paid under the relevant assignment.	Tender Condition Prevails
55.	Clause 6.9, Pg. 37 – Change in Constitution	Bidders forming part of global organisations have submitted that obtaining the prior written consent of IPA for any change in formation, constitution, composition or name may not be feasible. Request that the clause be modified to require the furnishing of the requisite information rather than the obtaining of prior consent.	Prior written consent of IPA / the User Department is not necessary. It will suffice if the details are furnished to IPA / the User Department within a reasonable time thereafter.
56.	Clause 6.11 and Clause 6.12, Pg. 37 – Liquidated Damages and Penalty	Requests: (i) that liquidated damages apply only where the delay is solely attributable to the consultant, and not where it arises from acts or omissions of the User Department; (ii) that the cumulative cap be reduced from 10% to 5% of the total contract value; (iii) that liquidated damages be the sole and exclusive remedy for the corresponding breach, and that the recovery of additional delay costs over and above the cap be deleted; (iv) that the consultant be granted a cure period of at least fifteen (15) days from written notice before liquidated damages or penalty become payable; (v) that "inferior work" under Clause 6.12 be defined, or the clause deleted, the accepted practice being to allow a reasonable period for	i) Liquidated damages will apply only where the delay is solely attributable to the consultant. ii) to (v): No change in the clauses is agreed. It is further clarified that liquidated damages under Clause 6.11 and the penalty under Clause 6.12 are for separate purposes and both clauses will be applicable.

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		rectification of the deliverable; and (vi) that Clauses 6.11 and 6.12 be read together subject to a single combined cap of 10% of the relevant Work Order value, rather than being applied cumulatively. Clarification has, in this connection, been sought whether liquidated damages under Clause 6.11 and the penalty under Clause 6.12 are mutually exclusive or may be applied simultaneously to the same Work Order, bidders having noted that simultaneous application would result in an effective exposure of up to 20% of the Work Order value.	
57.	Clause 6.13, Pg. 38 – Confidentiality	Requests: (i) that the confidentiality obligation be made mutual; (ii) that standard exceptions be incorporated in addition to information available in the public domain, namely information rightfully known to the recipient prior to disclosure, information independently developed without use of or reliance on confidential information, information lawfully obtained from a third party, and information required to be disclosed under law or under the Right to Information Act, 2005; (iii) that the survival period be limited in place of the present indefinite survival, proposals of one (1) year and three (3) years from expiry or termination having been received; and (iv) that the clause, which presently confers no retention rights, be supplemented by a provision permitting the consultant to retain confidential information solely for internal audit, compliance and record-keeping purposes, subject to the continued application of its confidentiality obligations. A bidder has, on the same point, requested an express entitlement to retain its working papers and to retain confidential and client information for compliance with professional standards and applicable law, for the purpose of defending any claim arising under the contract, and in accordance with its data retention policy, any information so retained remaining subject to the confidentiality obligations of the contract.	Tender Condition Prevails
58.	Clause 6.14 and Clause 6.15, Pg. 38 – Limitation of Liability, Damage to IPA and Indemnification	Requests: (i) introduction of a Limitation of Liability clause capping the consultant's aggregate liability under the contract / assignment at 1x the total fees paid under that assignment or Work Order – bidders having proposed, in the alternative, a cap at the total contract value of the specific Work Order or at the fees paid in the twelve (12) months preceding the claim – with no empanelment-wide or cross-assignment aggregate liability, and with mutual exclusion of indirect and consequential damages; (ii) that Clause 6.14 be confined to gross negligence and wilful misconduct, and that liability for action taken by IPA / the User Department on the basis of deliverables rest with	Tender Condition Prevails

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		the respective User Department; bidders having noted that the clause presently leaves liability uncapped, with the quantum of loss assessed solely by IPA; and that the heads of damage expressly excluded extend to incidental, special, exemplary and punitive damages, and to loss of profit, loss of data and loss of goodwill, in addition to indirect and consequential damages, whether or not the likelihood of such loss was contemplated; that any cap on liability be expressed by reference to the fees actually paid for the services that directly caused the loss; and that the cap not apply in cases of fraud, wilful misconduct or gross negligence finally determined by a competent authority; (iii) that Clause 6.15 be deleted in its entirety, bidders submitting that the assumption of any indemnity obligation is inconsistent with their standard contracting policy, that IPA retains its remedy in damages for breach in any event, and that the clause, being unaccompanied by any cap, exposes the consultant to unlimited liability; alternatively, that indemnity under Clause 6.15 be confined to third-party claims arising from infringement of intellectual property rights, gross negligence or wilful misconduct, and be made subject to final determination by a competent court or arbitral tribunal, other breaches being addressed through the remedies of penalty and liquidated damages already provided; that the indemnity, being presently one-sided in favour of IPA / the User Departments, their officers and employees, be made mutual by the inclusion of a reciprocal indemnity in favour of the consultant; (iv) that a defined indemnity procedure be incorporated covering notice, conduct of defence, consent to settlement, mitigation and subrogation; and (v) clarification whether an overall liability cap applies under the empanelment agreement and under future assignment contracts, and if so, its quantum and exclusions. A bidder has proposed the following express wording: “Notwithstanding anything to the contrary, the Consultant’s aggregate liability arising out of or in connection with any Assignment shall not exceed the total fees payable under such Assignment / Work Order.”	
59.	Clause 6.7 read with Clause 6.8, Pg. 36–39 – Discontinuance and Foreclosure	(i) Bidders have noted the asymmetry between the sixty (60) days’ notice required of the consultant under Clause 6.7 and the thirty (30) days’ notice available to IPA under Clause 6.8. Request that the notice period be made mutual and symmetric, at thirty (30) days for both parties or such other equal period as may be agreed. (ii) Request for an express right to terminate for material breach by IPA, subject to written notice and a rectification period of thirty (30) days. (iii) Request for a further right, exercisable immediately on written notice, to terminate the	Tender Condition Prevails

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		contract or any particular service where the consultant reasonably determines that it can no longer provide the service in accordance with applicable law or its professional obligations.	
60.	Clauses 6.3, 6.7, 6.8 and 6.10, Pg. 36–39 – Payment on Termination	None of the termination-related clauses provides for payment of fees accrued and expenses incurred up to the date of termination / foreclosure / discontinuance. Request for insertion of a provision to the effect that, on termination of an assignment for any reason, the consultant shall be paid all fees accrued and expenses incurred up to the effective date of termination.	Tender Condition Prevails
61.	Clause 6.17 read with Clause 6.22, Pg. 38–39 – Dispute Resolution	The RFP provides for amicable settlement of disputes in terms of MoF OM F.1/2/2024-PPD dated 03.06.2024, with exclusive jurisdiction vesting in the courts at New Delhi, and does not contain an arbitration clause. Request that disputes not amicably resolved within forty-five (45) days of referral by one party to the other be referred to arbitration in India in accordance with the Arbitration and Conciliation Act, 1996, and that the venue of arbitration be specified.	Tender Condition Prevails
62.	Clause 7, Pg. 40 – Special Conditions of Contract	Clause 7 records that the consultants being empanelled have agreed to the Special Conditions of Contract specified in the bid document; however, no such Special Conditions are set out in the RFP. Request that the Special Conditions of Contract be shared to enable evaluation prior to bid submission.	The Special Conditions of Contract are already set out in Chapter 7 of the RFP document. Empanelled consultants shall abide by all conditions stipulated in the bid document and by the clarifications / replies issued to the queries raised by the bidders.
63.	Clause 7.1, Pg. 40 – Ownership and Intellectual Property Rights	Bidders have submitted that Clause 7.1 vests ownership and intellectual property rights in all documents and data generated in IPA / the User Department without any carve-out for the consultant's pre-existing intellectual property. Requests: (i) that the consultant retain ownership of its pre-existing / background intellectual property, proprietary methodologies, frameworks, templates, software, models, tools, know-how and materials developed independently of the assignment; (ii) that, to the extent such pre-existing intellectual property is embedded in the deliverables, IPA / the User Department be granted a perpetual, non-exclusive, royalty-free licence to use the same solely for the purposes of the assignment deliverables, upon receipt of full payment of the consultant's fees; and (iii) that Clause 7.1 be deleted, a bidder having submitted that the vesting of ownership of the deliverables in IPA is inconsistent with its standard contracting protocols, and having proposed in its place that each party retain its rights in its pre-	Tender Condition Prevails

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		existing intellectual property and that, save as expressly agreed in writing, intellectual property developed by the bidder and working papers compiled in connection with the services vest in the bidder, IPA's own information contained in them remaining the property of IPA; (iv) that, where third-party materials or the consultant's proprietary products are used in the deliverables, the applicable terms and licensing restrictions be shared for the client's compliance.	
64.	Clause 7.1, Pg. 40 – Third-Party Use of Deliverables and Non-Reliance	Request for inclusion of a provision to the effect that deliverables are furnished solely for IPA / the User Department; that any sharing of deliverables with third parties be on a non-reliance basis, with such third parties executing the consultant's standard non-reliance letter; that the deliverables be treated as intended for the internal use of IPA / the User Department only, and not for sharing with, or reliance by, third parties without the consultant's prior written consent; that the consultant accepts no liability to persons other than IPA / the User Department in connection with the services, save as otherwise agreed in writing; and that IPA / the User Department reimburse the consultant any liability, including legal costs, incurred in connection with a claim brought by any such third party in relation to the services.	Tender Condition Prevails
65.	New Clause – Deliverable Acceptance Procedure	The RFP does not prescribe acceptance criteria for deliverables. Request for inclusion of a deliverable acceptance procedure whereby, within ten (10) days (or such other agreed period) of receipt of a draft deliverable, the User Department notifies acceptance or the reasonable grounds for non-acceptance; the consultant takes reasonable remedial measures so that the draft deliverable materially meets the agreed specifications; and, failing such notification within the agreed period or upon use of the draft deliverable by the User Department, the deliverable is deemed accepted.	The deliverables will be examined and accepted within a reasonable time; no commitment on the timeframe can be given at this stage. Reasons for non-acceptance will be communicated. There will be no provision for deemed acceptance
66.	New Clause – Force Majeure	The RFP does not contain a Force Majeure clause. Request for inclusion of a mutually applicable Force Majeure clause excusing non-performance or delay arising from events beyond the reasonable control of the parties.	The suggestion cannot be agreed to, as this is an empanelment exercise.
67.	New Clause - Exclusion of Legal, Regulatory, Tax and Accounting Advice	Request for inclusion of a clause clarifying that the consultant does not provide legal, regulatory, accounting or tax advice bearing upon the recommendations furnished, and that the client shall be responsible for obtaining its own legal, regulatory, tax and accounting advice in respect of such matters.	Tender Condition Prevails
68.	New Clause Mutual "No Publicity" Provision	Request for inclusion of a mutual no-publicity clause restricting either party from including the deliverables in any prospectus, proxy statement, offering memorandum or similar document or	Tender Condition Prevails

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		material prepared for public distribution, or from making any public announcement or press release regarding the engagement, deliverables or services performed, without the prior written consent of the other party.	
69.	Form 1 (Letter of Proposal), Clause 5, Pg. 43 – Verification and Audit Rights	Request that the verification / audit right be limited – that it not be exercised more than once a year and be subject to reasonable prior notice; that internal documents such as balance sheets and payroll information be excluded from its scope; that the auditors appointed not be competitors of the bidder; and that the bidder's systems and machines be excluded from the ambit of the audit.	No assurance can be given on these requests at this stage. However, the concerns of the consultants will be given due consideration wherever feasible.
70.	Form 1 (Letter of Proposal), Clause 12, Pg. 43 – Declaration on Regulatory Investigations	Bidders have submitted that the declaration that no investigation by a regulatory Board is pending against the bidder, its associates, CEO, Directors, Managers or employees is broadly worded. Request that the declaration be defined and confined to investigations relating to anti-corruption and bribery.	Tender condition prevails.
71.	Form 1 (Letter of Proposal), Clause 17, Pg. 43 – Agreement to be Executed on Award	Bidders have submitted that, as the RFP does not include a detailed form of contract or Special Conditions of Contract, the undertaking not to seek any change in the form of agreement is onerous. Request that the parties be permitted to negotiate and execute a mutually acceptable agreement following award, subject to a commitment to conclude the contracting process without undue delay, and that provisions reasonably limiting liability for direct damages, excluding liability for indirect damages, and protecting the use of the bidder's deliverables and ownership of its intellectual capital be included.	The draft format of the contract agreement is provided at Annexure D of the RFP document. The contract will comprise the RFP document, the price bid, the replies to the queries and any relevant correspondence exchanged between the firm and IPA.
72.	Form 7, Pg. 52 – Financial & Capability Certification of the Bidder (CA / Statutory Auditor)	Confirmation sought that a certificate issued by a Chartered Accountant will be acceptable, bidders having submitted that engagement of their statutory auditors for this purpose may require two to three weeks.	Form 7 may be issued by a Chartered Accountant.
73.	Form 8 (Past Experience of the Bidder), Notes, Pg. 54 – Documentary Evidence of Experience	Bidders have submitted that consulting assignments are governed by confidentiality agreements and non-disclosure agreements restricting disclosure of client names, work orders, contract agreements and client certificates, and that Government authorities frequently delay issuing completion certificates or may not issue them at all. Requests: (i) that a certificate issued by the Statutory Auditor / Chartered Accountant / Managing Director, certifying the number, value, sector and duration of qualifying assignments, be accepted in lieu of or in addition to work orders and completion / client certificates;	In respect of Form 8 – submission of documentary evidence of experience – the following procedure shall be adopted: Copies of work orders and completion certificates may be submitted with the name of the client and the details of the work suitably redacted. The contract value shall not be redacted, as it is essential for evaluation. Such documents must be accompanied by a certificate from the statutory auditor /

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		(ii) that sanitised client names, with a description of the client, the nature of services, the project duration and the contract value, be permitted; (iii) that for completed projects, work orders accompanied by a self-attested authorisation from the bidder's authorised signatory be accepted as sufficient documentation for qualification and marking; and (iv) that the relevant Forms in the RFP be amended accordingly. Bidders have cited precedents including the "Maritime India Vision 2030" engagement (IPA, 2020), the Strategic Support Unit for the "Shipbuilding Cell" at DG Shipping (2025) and the NHSRCL Strategy Consultant engagement (2025).	Chartered Accountant furnishing full details of the works undertaken, including client details. This shall not apply to works undertaken for Government departments, in respect of which the work orders and completion certificates shall be submitted without redaction.
74.	Form 8 (Past Experience of the Bidder), Notes, Pg. 54 read with Annexure – A, Pg. 41 – Ongoing and Extended Assignments	Annexure – A permits submission of Work Orders, Completion Certificates and Partial Completion Certificates as supporting documents for demonstrating eligibility and experience. Confirmation sought that A bidder has submitted that, Criteria 4, 5 and 6 each admitting projects that are "completed or under execution", the documents prescribed against those criteria ought correspondingly to be read in the alternative, as Work Orders or Completion Certificates or Client Certificates or Contract Agreements, so that an assignment in progress is not excluded for want of a completion certificate. Confirmation sought that assignments under execution are eligible for qualification and for scoring under the Technical Evaluation; that extensions of an ongoing project linked to the original contract, which may be classified as ongoing in nature, are similarly eligible; and that Partial Completion Certificates will be accepted as supporting documents.	In the case of partially completed projects, at least 50% of the project must have been completed for it to be considered for evaluation. A partial completion certificate along with the work order shall be submitted for this purpose. Extensions of an ongoing project may also be considered, subject to submission of a partial completion certificate.
75.	Form 8A, Pg. 55 – HR Certificate for On-Payroll Staff Strength and Premier Institutional Qualifications	(i) Request that an aggregate certificate of on-payroll strength issued under Form 8A, Part A by the Head of Human Resources be treated as sufficient compliance, with the Part B line-item table (employee ID, date of joining, highest qualification, years of consulting experience and specialisation) required only in respect of the five (5) Key Personnel proposed under Criterion 3. (ii) Alternatively, request for deletion of Form 8A, Form 7 already providing verification of the bidder's professional strength. (iii) A bidder has submitted that, for firms having more than five hundred (500) employees on payroll, manual entry of the "Management Consulting Area / Specialisation" details in the last column of Part B is impractical, and has requested that this particular requirement be waived. (iv) Clarification sought whether "Total Years of Consulting Experience" in Part B denotes the overall professional consulting experience of the resource across organisations, or only the experience gained with the bidder as the current	The following is clarified: In the case of Form 8A, Part B of the format may be ignored and shall be treated as deleted. However, the requirement of furnishing CVs of key personnel under Clause 4.4 and Clause 4.5 shall be complied with for the purpose of evaluation.

S. No.	RFP Reference / Clause	Query	IPA's Response / Clarification
		employer. (v) Clarification sought whether the tabular list at Part B is required to set out only the key proposed resources meeting the qualifications and specialisations prescribed in the RFP – ten (10) for Tier 1 and five (5) for Tier 2 – or whether it requires a listing of all on-payroll consulting professionals counted towards the minimum strength under Criterion 2, being two hundred and fifty (250) for Tier 1 and one hundred (100) for Tier 2. Confirmation has been requested that listing the key proposed resources satisfies the requirement.	
76.	Form 8B, Pg. 56 – Details of TDS Certificates	Bidders have submitted that TDS certificates are issued by clients and are frequently unavailable for older or multi-year engagements; that they are not applicable or available in respect of assignments undertaken for overseas / international clients or under certain contractual and taxation arrangements; and that they form part of confidential financial records not ordinarily available for external disclosure. Requests: (i) deletion of the requirement for TDS certificates; (ii) alternatively, acceptance of a Chartered Accountant's certificate of fees received, or of the client work order read with a completion / performance certificate, or of a Statutory Auditor's / Chartered Accountant's certificate confirming the assignment value and receipt of professional fees, in lieu of Form 8B and (iii) confirmation that TDS details need be furnished only in respect of Indian engagements and that sanitised client names will be accepted.	A Chartered Accountant's certificate may be accepted in lieu of the TDS certificate.
77	Clause 3.22, Pg. 16 –Signing of the Bid Documents	Clause 3.22 requires all pages of the bid documents and of the documents submitted in support of eligibility to be originally signed with date and seal at the lower right hand corner and serially numbered. Confirmation sought that a scanned image of the signature of the authorised signatory, or a digital signature, will be accepted in place of an original ink signature on each page of the proposal.	The digital signature of the authorised signatory will be accepted. Alternatively, a scanned signature can be accepted where it is accompanied by a letter from the authorised signatory of the company certifying that the scanned images appearing in the documents are genuine signatures.