

Ministry of Shipping
Ports Wing
New Delhi

Sub: Reply to Pre-bid queries against RFP No.KPL/1/2016-PD.I dated 13.09.2019 for ‘Engagement of an Asset Valuer for Strategic Disinvestment of Kamarajar Port Limited (KPL).

<u>S.No.</u>	<u>Clause/ Page No.</u>	<u>Details of Item per Tender (RFP) Requirement</u>	<u>Query/ Suggestion</u>	<u>Clarifications</u>
<u>M/s. LSI Financial Services Pvt. Ltd., Kolkata.</u>				
1.	Clause 3.4.6 at Page No. 4 under the heading ‘Terms of Reference (Scope of Work).’	The Valuer shall provide inputs for mid-term review of the work and would be required to submit a draft report before submitting the Final Report.	Please clarify if, mid-term review mean submission of Draft Report.	Yes, Mid-term review means submission of Draft Report. Clause remains unchanged.
2.	Clause No. 8 (i) (a) at Page No. 8 under the heading ‘Bid Submission’.	Bank Pay Order of Rs.1,00,000/- (Rupees One Lakh only) may be deposited as EMD payable at New Delhi in favour of “Pay & Accounts Officer, Ministry of Shipping”. EMD may also be submitted by way of Bank Guarantee (Format at Annexure-VI).	Please let us know if, EMD is Refundable or Not and if it can be submitted in the form of Demand Draft also.	Clause shall be read as: “Bank Pay Order/Draft of Rs.1,00,000/- (Rupees One Lakh only) may be deposited as EMD payable at New Delhi in favour of “Pay & Accounts Officer, Ministry of Shipping”. EMD may also be submitted by way of Bank Guarantee. However, EMD is refundable and no interest would be payable on it”. Refer Addendum-1.

3.	Clause No. 8 (i) (h) at Page No. 8 under the heading 'Bid Submission'.	Certificate that in case of selection and appointment, a Performance Guarantee of 5% of the bid cost would be given in the form of Bank pay Order/digital payment or bank guarantee, valid till the completion of the assignment and acceptance of the report. The performance guarantee would have to be handed over before issuance of letter of award. The format of Bank Guarantee is at Annexure-VII.	Please let us know if we have to submit a declaration for submission of Performance guarantee, in case of selection and appointment of Valuer, along with Bid Documents.	Yes, declaration has to be submitted. Clause shall be read as: "Certificate that in case of selection and appointment, a Performance Guarantee of 5% of the bid cost would be given in the form of Bank pay Order or bank guarantee, valid till the completion of the assignment and acceptance of the report. The performance guarantee would have to be handed over before issuance of letter of award. The format of Bank Guarantee is at Annexure-VII". Refer Addendum-1.
4.	Clause No. 9 at Page No.9.	Financial Bid, to be opened in front of only those parties who qualify in the technical evaluation i.e. get a score of more than or equal to 80 in the technical evaluation matrix. Please note that bids with any conditionality including counter conditions, subjective conditions shall be summarily rejected.	In page No. 9 Clause No. 10(b) PROCEDURE FOR SELECTION OF ASSET VALUER – It is mentioned that "Only the bidders scoring minimum of pre-determined marks i.e. 65 marks will be considered technically qualified and will be short-listed for opening of financial bids". In page No. 6 Clause No.5 – Evaluation of Technical Proposal – It is mentioned that 'Each bidder will be required to score at least 65 marks to qualify the technical	Clause shall be read as: "Financial Bid, to be opened in front of only those parties who qualify in the technical evaluation i.e. get a score of more than or equal to 65 in the technical evaluation matrix. Please note that bids with any conditionality including counter conditions, subjective conditions shall be summarily rejected". Refer Addendum – 1.

			<p>evaluation phase.</p> <p>Kindly confirm the Technical Score to qualify.</p>	
5.	Clause No. 4 at Page No. 13 – Annexure-I	Please state details of Bid Security Deposit paid.	Please specify if the EMD detail should be considered as Bid Security Deposit details.	<p>Clause shall be read as: “Please state details of Earnest Money Deposit paid”.</p> <p>Refer Addendum – 1.</p>
6.	Clause No. 11 at Page No. 10 under the heading ‘Requirement for Financial Bids.’	In case of mismatch between the fee quoted, the numbers in figures will be taken as correct for all purposes, including evaluation of financial bids.	<p>In page No. 10, Clause No. 11-e - In case of mismatch between the fee quoted, the number in figures will be taken as correct for all purposes, including evaluation of financial bids.</p> <p>Please specify which one of the above should be considered as final.</p>	<p>Clause shall be read as “In case of mismatch between the fee quoted, the numbers in words will be taken as correct for all purposes, including evaluation of financial bids”.</p> <p>Refer Addendum – 1.</p>
7.	Page No. 1 of RFP.	Empanelment of an Asset Valuer.	Please specify if the RFP is for “Empanelment of An Asset Valuer” as per cover page or “Engagement of an Asset Valuer” as per 1 st Page of the RFP.	<p>RFP is for “Engagement of an Asset Valuer.”</p> <p>Refer Addendum – 1.</p>

<u>M/s. KPMG.</u>				
1.			Will there be a future business plan (Projections) provided for application of income approach.	RFP is self explanatory.
2.	Clause No. 3.2 (d) at Page No. 2 & 3.3 (ii) at Page No. 3 under the heading 'Terms of Reference (Scope of Work)'.	<p>Clause No. 3.2 (d): Value of the property by anyone or a combination of the following methods: (i) Comparison Method; (ii) Income Capitalisation; (iii) Discounted Cash Flow; (iv) Cost Approach method; (v) Replacement valuation; or (vi) Any other generally accepted valuation methods.</p> <p>Clause No. 3.3 (ii): Value of the fixed assets covering Marine assets, land, building, plant and machinery and other fixed assets, indicating the following: • Land- Land and title details, values arrived at with reference to various sources/methods, market value, circle rate; final recommended value etc. • Building- Specifications, condition computation of fair value (such as details regarding current costs, depreciation for past usage, additional cost required for repair &</p>	According to TOR 3.3(ii) Value of fixed assets is required. Please confirm that this is required even though the method of valuation chosen under TOR 3.2 (d) is any of the listed there in.	Clause remains unchanged.

		<p>renovations, etc.)</p> <ul style="list-style-type: none"> • Immovable assets - Specification, condition, computation of value of plant and machinery, Terminal, Jetty, Berth, Breakwater, Quay (Such as details regarding current costs, depreciation for past usage, additional cost required for repair & renovations, scrap value factoring into the obsolescence in technology etc.) • Other Fixed Assets- Specifications, condition, depreciation for past usage and additional cost required for repair and renovation, values arrived at with respect to various sources/methods. • Any other matter which the Valuer in his own judgment feel is worth indicating Replacement Value and Realizable Value for the above assets must be shown separately. If in the opinion of the valuer certain Assets are likely to realize only scrap value, the same should be clearly indicated with suitable justifications for the same. 		
3.	Clause No. 3.4.1 & Clause No. 3.4.4 at Page No. 4 under the	<p>Clause No. 3.4.1:</p> <p>The Asset valuer shall provide all assistance to the Government, the KPL &</p>	TOR – 3.4.1 and 3.4.4 mentions that pre and post support shall be required from valuers. Please give some example as to what kind of support is expected.	Clause is self explanatory.

M/s. CRISIL Infrastructure Advisory, Gurgaon.

1.	Clause No. 4.A at Page No. 5 under the heading 'Eligibility Criteria'.	The applicant should be an organization, corporate house, institution, consulting firm and should be a valuer registered in India with Income Tax Department /IRDA/RBI/CPWD/ Public Sector Banks /Institution of valuers etc. having minimum 10 years of experience in providing similar asset valuation services and in particular valuation of ports/terminals/jetties etc.	We request the Authority to kindly allow the bidder to have a sub-consultant that shall be a valuer registered in India with Income Tax Department/IRDA/RBI/CPWD/Public Sector Banks/Institution of valuers. The sub-consultant shall certify the valuation on its own letter head under the agreement.	Clause remains unchanged.
2.	Foot Note of Clause No. 4.A at Page No. 5 under the heading 'Eligibility Criteria'.	Consortium bids will not be allowed.	We request the Authority to kindly allow consortiums to bid for the assignment. The number of members in the consortium may be restricted to 2 (Lead + Member).	Clause remains unchanged.
3.	Clause No. 8 (iii) – Second Para at Page No.9 under the heading 'Bid Submission'.	The proposal as above can be submitted latest by 150 hrs on 27 th September, 2019 to the CAO.	We request the Authority to kindly extend the bid submission date by two weeks from the date of issuance of pre-bid clarifications.	Clause remains unchanged.
4.	General		We request the Authority to kindly include the following clause in the RFP and the draft contract for the assignment: "Under no circumstances the liability of the consultant shall exceed the fee received under the contract for the assignment."	Clause remains unchanged.

5.	General		<p>We request the Authority to kindly include the following clause in the RFP and the draft contract for the assignment:</p> <p>“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 the whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.”</p>	Clause remains unchanged.
6.	General		<p>We request the Authority to kindly include the following clause in the RFP and the draft contract for the assignment:</p> <p>Economic And Trade Sanctions: As of the date of this Agreement,</p> <p>(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”),</p> <p>(b) Client is not 50% or more owned or controlled, directly or indirectly,</p>	Clause remains unchanged.

			<p>individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and</p> <p>(c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of 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 you. For so long as this Agreement is in effect, you will promptly notify the Consultant if any of these circumstances change. If the Consultant reasonably determines that it can no longer provide the services to client in accordance with applicable law, then the Consultant may terminate this Agreement, or any particular services, immediately upon written notice to Client.</p> <p>Anti-Bribery &Anti Corruption:</p> <p>Each Party represents, warrants and undertakes that:</p> <p>(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any</p>	
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			<p>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 director 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.</p> <p>(b) Each party shall, adhere to applicable anti-bribery and corruption laws.</p>	
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			<p>(c) Each party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with Clause (a) and Clause (b).</p> <p>(d) It is a condition of this Agreement that each party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.</p> <p>Non-Exclusivity:</p> <p>The client acknowledges that Consultant or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis.</p>	
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