

Clarifications and comments of KoPT

Pre-bid Meeting held on 19.02.2019 at 15.00 hrs.

Sub: Engagement of Consultant for Project Management Consultancy for Renovation of Bascule Bridge at Kolkata Dock System, Kolkata Port Trust vide Notice Inviting Global e-Tender No.: KoPT/KDS/Mech/C/ADV/514 dated 05.02.2019

| Sl. No. | Relevant tender clause as per bidding documents | Queries/Observations/Suggestions/Requests for clarification | Clarifications / Comments of KoPT |
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| 1. | <p><u>Clause No. 1 under Terms and Conditions of Tender.</u></p> <p>1. Pre-qualification (experience and financial) Criteria of the Tenderer for consideration of technical evaluation: The Tenderers shall satisfy the following:-</p> <p>(i). Must have the experience in providing engineering consultancy service, having successfully completed similar works during last 7 (seven) years ending on last day of month, previous to the one in which applications are invited shall satisfy any of the following conditions:-</p> <p>(a). Three similar completed works each costing not less than 40% of the estimated cost.</p> <p style="text-align: center;">or</p> <p>(b).Two similar completed works each costing not less than 50% of the estimated cost.</p> <p style="text-align: center;">or</p> <p>(c).One similar completed work costing not less than 80% of the estimated cost.</p> <p>Here, “similar work” would be defined to be work experience in design / construction scheme / refurbishment scheme/ consultancy works of Movable Bridge. In this case, experience of the tenderer or his Associate(s) or tenderer having tie up/agreement with any firm having the requisite experience, would be considered for pre-qualification.</p> | <p>Proposed for change in the definition of “Similar work” as “Firm in the field of designing / consultancy work for Ports & Harbors/ Designing of Bridges” in last 7 (seven) years”. The firm stated that there are very few movable bridges in India and the experience of bridge design combined with experience of Hydraulic structures can meet the said requirement whereas restricting the experience to ONLY MOVABLE BRIDGES Experience will lead to restricted participation by bidders.</p> | <p>Tender conditions prevail.</p> |

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| 2. | <p><u>Clause No. 3.1 under Terms and Conditions of Tender.</u></p> <p>Intending tenderer(s), as Consortium, is eligible to participate in the tender. The term "Tenderer" used in this document would apply to either a Single Entity or a group of entities, i.e. a Consortium. Further, the Tenderer may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this tender document.</p> <p>(a) The Tenderer shall not have a conflict of interest that affects the Tendering Process. Any Tenderer found to have a Conflict of Interest shall be disqualified. A Tenderer shall be deemed to have a Conflict of Interest affecting the Tendering Process, if:</p> <p>(i) The Tenderer, its Member or Associate (or any constituent thereof) and any other Tenderer, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Tenderer, its Member or Associate, as the case may be) in the other Tenderer, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956, or any of its subsequent amendment. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:</p> | <p>The firm / consultant having technical support of the OEM / authorized dealers having experience of 'refurbishment / repair / maintenance' on Moving Bridges with proven track record of minimum 7 (seven) years" may please be considered. Confirm a tie up/ letter indicating technical support to the bidder by a firm having such experience (without JV/ Consortium) is acceptable?</p> | <p>Tender conditions prevail.</p> |
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| | <p>(aa) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and</p> <p>(bb) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis ; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb).</p> <p>(i) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; OR</p> <p>(ii) A constituent of such Tenderer is also a constituent of another Tenderer; OR</p> <p>(iii) Such Tenderer, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Tenderer, its Member or any Associate thereof; OR</p> <p>(iv) Such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; OR</p> <p>(v) Such Tenderer, or any Associate thereof has a relationship with another Tenderer, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Tender of either or each other.</p> | | |
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| | <p>(b) A Tenderer shall be liable for disqualification if any legal, financial or technical adviser of KoPT in relation to the Tender is engaged by the Tenderer, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Tenderer, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this Tender. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the contract.</p> <p><u>Explanation:</u> In case a Tenderer is a Consortium, then the term Tenderer, as used above, shall include each Member of such Consortium.</p> <p><u>Note:</u> Notwithstanding anything to the contrary contained in this tender document, in the event of any member of any Consortium suffering from a Conflict of Interest, the offer of such consortium shall be treated as disqualified. However, in the event of similar situation arising / detected after placement of LOI, the same shall have to be addressed and resolved by the Consortium, failing which the contract, if entered into, shall be terminated.</p> <p>In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium of its responsibility and appropriate action shall be initiated in terms of the provision of the tender.</p> <p>The Tenderer(s) shall have valid documents as listed in various clauses of this tender document including those given above and submit the same in the manner as stipulated.</p> | | |
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| 3. | <p><u>Clause Nos. 20 and 21 under Terms and Conditions of Tender.</u></p> <p><u>Cost of the Tender:-</u> Tender Fee of Rs.2,950/- (Rupees Two Thousand Nine Hundred Fifty only) including GST @18% is to be submitted offline by Banker's Cheque/ Demand Draft/Pay Order of any Kolkata Branch of a Nationalized Bank of India, drawn in favour of 'Kolkata Port Trust' and payable at Kolkata within 3 working days after opening of the Techno-commercial bid. However, a scanned copy must be uploaded under the Part-I i.e. Techno-commercial part of the e-Tender.</p> <p><u>Earnest Money:-</u> Rs.13,15,509/- out of which Rs.10,00,000/- would be accepted in the form of Banker's Cheque or Pay Order or Demand Draft, drawn in favour of "Kolkata Port Trust", issued from a Nationalized Bank in India, having Branch at Kolkata and rest of Rs.3,15,509/- would be accepted in the form of Bank Guarantee, issued from any Nationalized Bank in India. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. The Bank Guarantee shall remain valid for a period of 6 (six) months from the scheduled date of opening of Part-I of the bid with a further claim period of 1(one) month. EMD is to be submitted within 3 working days after opening of the Techno-commercial Bid. However, a scanned copy must be uploaded under the Part-I i.e. Techno commercial Bid of the e-Tender.</p> <p>Earnest Money of unsuccessful bidders would be refunded without any interest within 2 (two) months of opening the Price Bid or on finalization/ acceptance of tender, whichever is earlier. If Price Bid is opened before expiry of validity of Earnest Money instrument, the same will be refunded to bidders other than the lowest bidder. EMD of lowest bidder will only be en-cashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money</p> | <p>Exemption from payment of cost of Tender Document and depositing Earnest Money for PSU may please be considered. Pts confirm if a Govt. of India PSU i.e., WAPCOS is exempted from submission of Tender Fee and EMD ?</p> | <p>Tender conditions prevail.</p> |
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| | <p>instrument, the bidder would be requested to extend the validity of the EMD instrument within the validity period of the offer, failing which the EMD instrument would be en-cashed. Tender submitted without EMD shall not be considered and shall be out rightly rejected.</p> <p>After conclusion of Tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may be allowed to convert the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD would be forfeited.</p> | | |
| 4. | <p><u>Clause No.2.B.g). under Terms and Conditions of Tender.</u></p> <p>Uploading of scanned copy of self attested valid Trade Licence/Registration.</p> | Not understood. Does it mean Certificate of Incorporation? | Scanned copy of self attested Certificate of Incorporation may be uploaded in lieu of Trade Licence/Registration. |
| 5. | <p><u>Clause No. 3.3.1. under Terms and Conditions of Tender.</u></p> <p>In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.</p> | The OEM support is not to be considered as consortium/JV. Confirm a tie up/ letter indicating technical support to the bidder by a firm having such experience (without JV/ Consortium) is acceptable? | Tender conditions prevail. |
| 6. | <p><u>Clause No. 6.A. under Special Conditions of Contract.</u></p> <p>(i). 5% of quoted price of the consultancy service as payment upon submission of Site Study Report and Inception Report.</p> <p>(ii). 20% of quoted price of the consultancy service as payment upon submission of Heath Assessment Report including Residual Fatigue Life Assessment.</p> <p>(iii). 20% of quoted price of the consultancy service as</p> | The project being a high value project requiring extensive survey & NDT, it is strongly proposed to amend the payment terms for Sl. (i) & (iii) only. (i). 10% of quoted price of the consultancy service as payment upon submission of Site Study Report and Inception Report. | Tender conditions prevail. |

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| | <p>payment upon submission of Draft Tender Document comprising Specifications, GA Drawings, Scope of Work, Bill of Quantities, Special Conditions of Contract etc. along with estimate etc.</p> <p>(iv). 10% of quoted price of the consultancy service as payment upon submission of final Tender Document comprising Specifications, GA Drawings, Scope of Work, Bill of Quantities, Special Conditions of Contract etc. along with estimate.</p> <p>(v). 25% of quoted price of the consultancy service as payment upon submission of Technical evaluation of offers and issuance of Technical Appraisal Report (TAR).</p> <p>(vi). 20% of quoted price of the consultancy service as payment upon selection of the contractor and award of order for the renovation work thereafter.</p> | <p>(iii). 15% of quoted price of the consultancy service as payment upon submission of Draft Tender Document comprising Specifications, GA Drawings, Scope of Work, Bill of Quantities, Special Conditions of Contract etc. along with estimate etc.</p> | |
| 7. | <p><u>Clause No. 6.B. under Special Conditions of Contract.</u></p> <p>Payment would be made in stages on percentage of total contracted value under PART-B of BOQ, considering duration period of renovation work to be 12 months. Figure of percentage would be the same as of the percentage by which payment would be released to the contractor of renovation work and the work done would be certified by the consultant for such payment. However, at any time the accumulated amount of payment to be released to the consultant would not exceed the amount calculated by multiplying monthly rate of consultant for renovation work under PART-B and months passed after award of contract to the renovation contractor. Any payable amount for the consultancy work beyond 12 months would be made at the stage of final payment.</p> | <p>In case of project execution extending beyond stipulated time of 12 months due to issues not attributable to the consultant/PMC, the payment for extended duration should be made on Pro-rata basis/be deducted from the contractor's bill and paid to the consultant.</p> | <p>Tender conditions prevail.</p> |

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| 8. | Date of closing of online submission of Bid (Techno-commercial and Price Bid) is 11.03.2019 by 14.00 hrs. | Bid submission date be minimum 5 weeks post the date of clarification of pre-bid meeting. | Tender conditions prevail. |
| 9. | <p><u>Clause No.1 under Terms and Conditions of Tender-Pre-qualification Criteria.</u></p> <p>“similar work” would be defined to be work experience in design / construction scheme / refurbishment scheme/ consultancy works of Movable Bridge. In this case, experience of the tenderer or his Associate(s) or tenderer having tie up/agreement with any firm having the requisite experience, would be considered for pre-qualification.</p> | Similar work would be defined to be work experience in design/ construction scheme/refurbishment scheme/consultancy work of “Any Bridge”. | Tender conditions prevail. |
| 10. | <p><u>Clause No. 2 A. b) of Terms and Conditions of Tender – Earnest Money Deposit.</u></p> <p>Demand Draft/Banker’s Cheque/Pay Order in original, for Rs.10,00,000/- drawn in favour of “Kolkata Port Trust”, issued from a Nationalized Bank in India, having Branch at Kolkata and rest of Rs.3,15,509/- in the form of Bank Guarantee, issued from any Nationalized Bank in India towards Earnest Money Deposit.</p> | Request for entire amount of Rs.13,15,509/- in the form of BG. | Tender conditions prevail. However, full amount of Earnest Money can be deposited in the form of Demand Draft / Banker’s Cheque/ Pay Order but not in the form of Bank Guarantee. |
| 11. | <p><u>Clause No. 2 (vi) under Scope of Work of Tender – Health assessment of the bridge.</u></p> <p>Assessment of the condition of foundation of the bridge based on inspection of exposed part and available design and drawings.</p> | Inspection of exposed part of foundation to be confirmed. | The tender conditions prevail. |
| 12. | | General documents availability : Whether all the documents such as design based report, detail calculations, drawings, maintenance records, details of operation cycle, modifications carried out till date, specification of each machinery and Hydraulic systems, data sheet, frequency of utilization are available. | Report, data, specification, drawings etc. as are available with KoPT would be shared with the successful bidder. |
| 13. | <p><u>Clause No. 10 (vi) under Special Conditions of Contract.</u></p> <p>Arrangement for inspection gantry, van jack, scaffolding as also arrangement of access for inspection of soffits over</p> | Kindly confirm that all the inspection arrangement with equipment and scaffolding will be arranged by KoPT. | Facilities which would be provided by KoPT are detailed in Clause No. 10 of Special Conditions of Contract. Other issues including |

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| | canal and other parts of the structure on receipt of scheme in this respect from the successful bidder. | | facilities, equipment etc. would be the responsibility of the contractor. |
| 14. | <u>Clause No. 2.B.q) under Terms and Conditions of Tender.</u> Details of background of Key personnel. | Any specific format for submission of CV of key personnel? | Please refer ADDENDUM-I. |
| 15. | <u>Clause No. 22 under Terms and Conditions of Tender.</u> Evaluation criteria. | It is noted under the Scoring criteria — “The bidders having maximum assignment will have maximum marks” not clear how the scoring will be done, Please clarify. | Tender conditions prevail. |
| 16. | <u>Clause No. 1 under Terms and Conditions of Tender</u> Pre-qualification criteria. | Will experience in movable structures like Dry Dock Flap Gate, Sluice Gates, Floating Jetty & Approach for port be considered? | Tender conditions prevail. |
| 17. | <u>Clause No. 1 under Terms and Conditions of Tender.</u> Pre-qualification criteria. | Will ongoing project on movable bridge be considered? | Tender conditions prevail. |
| 18. | <u>Clause No. 2 A. b) under Terms and Conditions of Tender – Earnest Money Deposit.</u> Demand Draft/Banker’s Cheque/Pay Order in original, for Rs.10,00,000/- drawn in favour of “Kolkata Port Trust”, issued from a Nationalized Bank in India, having Branch at Kolkata and rest of Rs.3,15,509/- in the form of Bank Guarantee, issued from any Nationalized Bank in India towards Earnest Money Deposit. | In case of SPV, submission of EMD will be in SPV’s name or Lead Consultant? | In case of SPV, submission of EMD will be in the name of Lead Member. |
| 19. | <u>Clause No. 7(i) under Special Conditions of Contract.</u> Payment will be made to the Contractor in Indian Rupees. No foreign exchange is payable against the contract. | In case of Foreign Associate if part payment will be admissible in foreign currency or repatriable INR. | Tender conditions prevail. |
| 20. | <u>Clause Nos. 1(vi) under Terms and Conditions of Tender.</u> Any foreign agency can also participate by making a Consortium/Joint Venture with some Indian Firms fulfilling the TERMS AND CONDITIONS OF TENDER of the Tender Document. | Modjeski and Masters (M&M) desires to participate. M&M does not see the need to make a consortium/Joint Venture with an Indian Firm. Is it acceptable for M&M to participate without a consortium/JV with an Indian firm? | Please refer ADDENDUM-I. |

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| 21. | <u>Clause Nos. 2 under Scope of Work.</u> Health assessment of the bridge. | M&M may need to add a few specialists for the materials testing tasks. M&M would prefer that these specialists be US firms. Is that acceptable? | Clause No.4.6 under General Conditions of Contract (Forms and Agreement) at ANNEXE-I, may be referred to. |
| 22. | Availability of Inspection Report, existing plan of the bridge. | Are there any previous inspection reports, existing plan for this bridge that can be made available to M&M? | Report, data, specification, drawings etc. as are available with KoPT would be shared with the successful bidder. |
| 23. | Repair drawings | Is there a similar previous project that the repair drawings can be shared so we can see the typical level of detail? | There is no similar previous project carried out before. There is no repair drawing to be shared, as such. |
| 24. | Codes used in design | Will it be acceptable to base the design on U.S. codes such as the American Association of Highway Transportation Officials (AASHTO), American Welding Society (AWS) and the National Electrical Code (NEC). | DIN, US, British Codes besides IS Code are also accepted. |
| 25. | Deployment of Geo-technical Engineer | Why is there a need for a Geotechnical Engineer on this project? | Tender conditions prevail. |
| 26. | PART-A of Scope of Work. | Is the intent for 100% design drawings to be produced in Part A so that a Contractor can use those drawings to complete the repairs or is a 30% complete set expected that will be used by a Contractor and Engineer team to bid the repairs and complete the design? Three calendar months is a very aggressive schedule for Part A. If the completion level of design in Part A is 100% would it be possible to increase the schedule to five months? If the 100% design is to be completed in three calendar months, M&M would be reluctant to participate in this project. | Submission of scheme including broad system design for repair, retrofitting, replacement considering the current load on the bridge, preparation of technical specification along with General Arrangement Drawings etc. is under PART-A of Scope of Work. As per PART-B of Scope of Work, consultant would vet General Arrangement Drawings, detailed engineering/manufacturing/construction drawings and design calculations related to civil, mechanical, hydraulic and electrical engineering works, as would be prepared by renovation contractor. |
| 27. | <u>Clause Nos. 1 under Terms and Conditions of Tender – Similar Work.</u> Similar work would be defined to be work experience in design / construction scheme / refurbishment scheme/ | We are enclosing a letter from M/s. Waagner Brio dated 18.02.2019 and MOU dated 05.08.2017 with them, (manufacturer of movable bridges) for your consideration and shall be quoting for this tender with a MOU with them. | M/s. Waagner Brio can participate by exercising Clause No. 1. (v) of the Terms and Conditions of Tender. |

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| | consultancy works of Movable Bridge. In this case, experience of the tenderer or his Associate(s) or tenderer having tie up/agreement with any firm having the requisite experience, would be considered for pre-qualification. | | |
| 28. | | This is a tender for consultancy to make the tender specifications and oversee the work. We understand, this will be followed by a separate tender for renovation of the bridge. Since there is no mention that the consultant who can also be manufacturer and repairer of the same will not be eligible to quote for subsequent tender of renovation of bridge, we assume that the manufacturer of movable bridges can quote for both the tenders i.e. as a consultant also and subsequently for the tender for repair / renovation of the bridge also. There are precedents where PSUs and Govt. Organisations have quoted for both as a consultant tenderer also and also as manufacturer and supplier for the same equipments on a similar basis. Names of some of the consultants/manufacturer are as under: (i). M/s. Mecon Engineers Pvt. Ltd. Ranchi. (ii) M/s. Engineers India Ltd, (iii) M/s. M N Dastur and Co., Kolkata. We hope our above clarification will receive your kind consideration especially in this critical custom built equipment. The same shall be discussed in the pre-bid. | Not related to this tender. |
| 29. | <u>Clause No. 2 A. b) of Terms and Conditions of Tender – Earnest Money Deposit.</u> Demand Draft/Banker's Cheque/Pay Order in original, for Rs.10,00,000/- drawn in favour of "Kolkata Port Trust", issued from a Nationalized Bank in India, having Branch at Kolkata and rest of Rs.3,15,509/- in the form of Bank Guarantee, issued from any Nationalized Bank in India towards Earnest Money Deposit. | As per Clause No. 2A. b) of terms & conditions, Demand Draft / Banker's Cheque / Pay Order in original for Rs.10,00,000/- drawn in favour of "Kolkata Port Trust" issued from a Nationalized Bank in India, having Branch at Kolkata and rest of Rs.3,15,509/- in the form of bank Guarantee, issued from any Nationalized Bank in India towards Earnest Money Deposit. Please confirm, whether the full amount can be deposited in the form of Bank Draft or Bank Guarantee. | As detailed in Point 10 above. |
| 30. | <u>Clause No. 22. II. 1. of Terms and Conditions of Tender – Scoring criteria adopted for evaluation of technical proposal.</u> | As per Clause No. 22. II. 1. of terms & conditions, 40% of the maximum mark would be awarded for additional eligible assignments as per the Pre-qualification Criteria of the tender. We consider that | Tender conditions prevail. |

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| | 60% of the maximum mark would be awarded for one eligible assignment as per pre-qualification (experience and financial) Criteria of the Tender and 40%** of the Maximum mark would be awarded for additional eligible assignment as per the Pre-qualification (experience and financial) Criteria of the tender. One eligible assignment means one completed work worth 80% or two completed works worth 50% each or three completed works worth 40% each of the estimated value of tender. | one additional project costing not less than 80% of the estimated cost shall result in cumulative score of 100%. Please confirm. | |
| 31. | <p><u>Clause No. 22. II. 3. of Terms and Conditions of Tender – Scoring criteria adopted for evaluation of technical proposal.</u></p> <p>60% of the maximum mark would be awarded to applicant/key-personnel for fulfilling the eligibility criteria of a minimum number of eligible assignment and only the projects exceeding the eligibility criteria shall qualify for scoring the balance 40%** on proportionate basis. However, for assigning score in respect of the size and quality of eligible assignment, all eligible assignment of the applicant/key-personnel shall be considered.</p> | As per Clause No. 22. II. 3. of terms & conditions, 60% of the maximum work would be awarded to applicant/Key personnel for fulfilling the eligibility criteria of a minimum number of eligible assignments. This should be in tandem with the references tabulated in clause No.15 of Scope of Work and that one additional work shall result in cumulative score of 100%. Please confirm. | Tender conditions prevail. Clause No. 22. II. under Terms and Conditions of Tender shall be read in conjunction with Clause for deployment of key personnel. |