



Infrastructure Corporation of Andhra Pradesh Limited (INCAP)

Response to Queries

Notice No. INCAP/P/ Retainer Consultant /92/2015, Dt. 17.03.2016

(RfP Notice No. INCAP/P/ Retainer Consultant /92/2015, Dt. 10.03.2016)

SELECTION OF RETAINER CONSULTANTS FOR PROVIDING SERVICES FOR DEVELOPMENT OF VARIOUS IDENTIFIED INFRASTRUCTURE PROJECTS IN PPP MODEL IN THE STATE OF ANDHRA PRADESH

S.No.	RFP Clause	Queries/Clarifications	Responses
1.	Key personnel requirement – Clause Table 2.1.2 Preferred qualification- Preferably named as resource in at least 1 Retainer Assignment with the Government Agency (State/Central) in the infrastructure sector as described in Clause 1.1.1.	We request INCAP to exclude the “preferred qualification” part of the key personnel requirements. We feel that the experience of non-retainer assignments is also very relevant to the current project scope. Hence request you to relax the condition that key personnel must necessarily.	The existing clauses/provisions in the RFP will prevail.
2.	Key personnel requirement – Clause Table 2.1.2 Preferred qualification- MBA / PGDM from reputed institutions like IIM with experience in Management Consultancy	In the retainer ship type of assignments, the consultants are generally required to appraise project requirements and this requires significant technical and sector expertise. We request you to include qualifications in the form of post graduate degree in engineering or infrastructure planning/management as one of the	The existing clauses/provisions in the RFP will prevail.

S.No.	RFP Clause	Queries/Clarifications	Responses
		preferred qualification requirement in all of the positions.	
3.	Page no. 21 of RFP, Clause Table 3.1 Specific Experience of the Firm Profile of the Applicant firm in terms of number of infrastructure projects (as per clause 1.1.1.) involving transaction advisory of PPP projects in the last 3 years	Request INCAP to consider ongoing transaction assignments also for evaluation. Also, request authority to consider PPP projects in the last 05 years	The existing clauses/provisions in the RFP will prevail.
4.	Clause 2.7.3.1 Bid submission due date – 29th March 2016	Requesting INCAP for extending the bid submission date by further 15 days.	The existing clauses/provisions in the RFP will prevail.
5.	The Consultant shall continue to retain all pre-existing intellectual property rights in all software, designs, utilities, tools, models, systems and other methodologies and know-how that the Consultant already owns or licenses (“Consultant Materials”), including improvements to such Consultant Materials or knowledge developed while performing the Services.	Request to add this clause	The provisions in the RFP will prevail.
6.	The Consultant shall not be liable, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Consultant shall not be liable, in contract or tort, under statute or otherwise, for aggregate damages in excess of the fees	Request to add this clause	The provisions in the RFP will prevail.

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	actually paid in connection with claims arising out of this Agreement or otherwise relating to the services under the Agreement. However, this limitation shall not apply to losses or damages caused by the Consultant's fraud or wilful misconduct or to the extent prohibited by applicable law or professional obligations.		
7.	Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than INCAP, are for the INCAP's internal use only (consistent with the purpose of the particular Services) including the INCAP's Board of directors, its audit committee, or its statutory auditors. INCAP may not rely on any draft Report and the Consultant shall not be required to update its Final Report.	Request to add this clause	The provisions in the RFP will prevail.
8.	Confidentiality: Except as otherwise permitted by this Contract, neither of the parties may disclose to third parties the contents of this Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is required for implementation of the purposes of this RFP; (b) is or becomes public other than through a breach of this Agreement, (c) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (d) was known to the receiving party at the time of disclosure or is thereafter created independently, (e) is	Request to add this clause	The provisions in the RFP will prevail.

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	disclosed as necessary to enforce the receiving party's rights under this Agreement, or (f) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.		
9.	Neither INCAP nor the Consultant shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond the Parties reasonable control.	Request to add this clause	The provisions in the RFP will prevail.
10.	Either Party may terminate this Agreement by serving 15 days prior written notice to the other party. Upon termination the Consultant shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination.	Request to add this clause	The provisions in the RFP will prevail.
11.	Any dispute arising out of the Agreement shall be resolved as per provisions of the Arbitration and Conciliation Act.	Request to add this clause	The provisions in the RFP will prevail.

Sd/-
Vice Chairman & Managing Director