

Replies / Clarifications to the Pre – Bid Queries

Request for Proposal for Selection of DEA Empaneled Retainer Consultants for providing services for Development of various identified Infrastructure Projects in the State of Andhra Pradesh.

Sl. No	Item Description	Clarifications Sought	Reply / Clarifications by INCAP
1.	RFP Notice No. INCAP/P/Retainer Consultant/02/2021, dt. 09.12.2024		Please read as “RFP Notice No. INCAP/P/Retainer Consultants /11/2024, dt. 09.12.2024”
2.	Clause 1.8 (3), Page 9 Schedule of Selection Process Proposal Due Date or PDD– 06.01.2025 @3.00 PM	<i>Proposal due date – 20.01.2025 @ 3.00 PM</i> We anticipate receiving and assessing the replies to our Pre-bid queries and accordingly collate the necessary information and carry out internal reviews before submitting our proposal. In order to be able to prepare a proposal that adequately showcases our experience in light of the responses to our Pre-bid queries, we humbly request the Authority to extend the proposal due date by 14 working days. The timeline may accordingly be amended.	RFP Clause prevails.
3.	Clause 2.3.9, Page 16 Minimum Eligibility Criteria for Selection 2.3.9 – Technical Capacity: “The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) PPP Projects as specified in Clause 3.1., of cost not less than Rs.100 Crores each.	<i>“The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken a minimum of 5 (five) PPP Projects as specified in Clause 3.1., of cost not less than Rs.100 Crores each.”</i> We understand that the authority seeks scope-relevant projects as part of its eligibility. Such projects demand significant time commitment to reach completion. Thus, they often necessitate involvement throughout the entire project lifecycle which can span over a couple of years. Hence the clause of the RFP may accordingly be updated.	Modified the RFP Clause as follows: 2.3.9 – Technical Capacity: “The Applicant shall have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 5 (five) PPP Projects in India, as specified in Clause 3.1., of cost not less than Rs.100 Crores each.”

<p>4.</p>	<p>Clause 3.1, Page 32</p> <p>Experience of the Firm</p> <p>3.1 (B.1) – PPP Experience: “Experience in successfully completing transaction advisory of PPP projects with total project cost not less than Rs.100 Crore (as per clause 1.1.1.) in India in the last 5 years before PDD:</p> <ul style="list-style-type: none"> • Between 5 to 7 projects – 2 marks • Between 8-10 projects – 5 marks • More than 10 projects – 10 marks <p>Documentary proof to be submitted: Letter of Award along with Completion Certificate issued by the Authority and only for the Government Projects.</p> <p>Projects without completion certificates will not be considered for evaluation.</p> <p>Ongoing Project which have 90% completion, will be treated as eligible, with supporting document proof as above.”</p>	<p><i>“Experience in successfully completing transaction advisory of PPP projects with total project cost not less than Rs.100 Crore (as per clause 1.1.1.) in the last 10 years before PDD:</i></p> <ul style="list-style-type: none"> • <i>Between 5 to 7 projects – 2 marks</i> • <i>Between 8-10 projects – 5 marks</i> • <i>More than 10 projects – 10 marks</i> <p>Documentary proof to be submitted: <i>Letter of Award along with Completion Certificate issued by the Authority and only for the Government Projects, or in case of unavailability of completion certificate, audited CA certificate indicating completion/ closure date.</i></p> <p><i>Projects without completion certificates will not be considered for evaluation.</i></p> <p><i>Ongoing Project which have 90% completion, will be treated as eligible, with supporting document proof as above”</i></p> <p>Query 1 We understand that the authority seeks scope-relevant projects as part of its eligibility. Such projects demand significant time commitment to reach completion. Thus, they often necessitate involvement throughout the entire project life cycle which can span over a couple of years. Hence, the current time limit of five (5) years may accordingly be updated to ten (10).</p> <p>Query 2 We respectfully submit that, global consulting firms, such as ours, apply the same high</p>	<p>Modified the RFP Clause as follows:</p> <p>Clause 3.1, Page 32</p> <p>Experience of the Firm</p> <p>3.1 (B.1) – PPP Experience: “Experience in successfully completing transaction advisory of PPP projects with total project cost not less than Rs.100 Crore (as per clause 1.1.1.) in India in the last 10 (Ten) years before PDD:</p> <ul style="list-style-type: none"> • Between 5 to 7 projects – 2 marks • Between 8-10 projects – 5 marks • More than 10 projects – 10 marks <p>Documentary proof to be submitted: Letter of Award along with Completion Certificate issued by the Authority and only for the Government Projects.</p> <p>Projects without completion certificates will not be considered for evaluation.</p> <p>Ongoing Project which have 90% completion, will be treated as eligible, with supporting document proof as above.”</p>
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standards of quality and rigor to both global and domestic projects. The core competencies required for successful project execution are often transferable across regions.

Evaluating projects on their merit rather than their geographic origin will provide a more accurate reflection of a firm's capabilities.

Accordingly, we propose that the requirement of applicant's mandatory experience in PPP projects be relaxed to include both experience of Indian and global projects.

Query 3

We understand that if we have delivered a project as specified by the client and achieved completion of the relevant Terms of Reference, this will meet the definition of "successfully completing". Please clarify if our understanding is correct.

Query 4

We understand that the authority seeks to verify the scope-relevant projects cited by bidders as part of its eligibility. We hope to showcase the considerable experience we have in similar assignments.

However, in rare cases, completion certificates may not be available. In such cases, we would humbly request the authority to allow for the submission of audited CA certificates clearly indicating completion and closure date.

<p>5.</p>	<p>Clause 3.1, Page 33</p> <p>Experience of the Firm</p> <p>3.1 (B.2) – Feasibility Experience: “Experience in undertaking financial feasibility and market assessment studies in the last 10 years before PDD:</p> <ul style="list-style-type: none"> • Between 5 to 7 projects – 2 marks • Between 8-10 projects – 5 marks • More than 10 projects – 10 marks <p>Documentary proof to be submitted: Letter of Award along with Completion Certificate. Projects without completion certificates will not be considered for evaluation.</p> <p>Ongoing Project which have 90 % completion, will be treated as eligible, with supporting document proof as above.”</p>	<p>“Experience in undertaking financial feasibility and market assessment studies in the last 10 years before PDD:</p> <ul style="list-style-type: none"> • Between 5 to 7 projects – 2 marks • Between 8-10 projects – 5 marks • More than 10 projects – 10 marks <p>Documentary proof to be submitted: Letter of Award along with Completion Certificate issued by the Authority and only for the Government Projects, or in case of unavailability of completion certificate, audited CA certificate indicating completion/ closure date.</p> <p><i>Projects without completion certificates will not be considered for evaluation.</i></p> <p><i>Ongoing Project which have 90% completion, will be treated as eligible, with supporting document proof as above”</i></p> <p>Query 1 We understand that as the clause on Feasibility Experience does not specify the inclusion of only projects in India, bidders may be free to include global experience as well. Please clarify if our understanding is correct!</p> <p>Query 2 We understand that the authority seeks to verify the scope-relevant projects cited by bidders as part of its eligibility. We hope to showcase the considerable experience we have in similar assignments.</p> <p>However, in rare cases, completion certificates may not available. In such cases, we would humbly request the authority to allow for the</p>	<p>Modified the RFP Clause as follows:</p> <p>Clause 3.1, Page 33</p> <p>Experience of the Firm</p> <p>3.1 (B.2) – Feasibility Experience: “Experience in undertaking financial feasibility and market assessment studies in India in the last 10 (Ten) years before PDD:</p> <ul style="list-style-type: none"> • Between 5 to 7 projects – 2 marks • Between 8-10 projects – 5 marks • More than 10 projects – 10 marks <p>Documentary proof to be submitted: Letter of Award along with Completion Certificate issued by the Authority and only for the Government Projects.</p> <p>Projects without completion certificates will not be considered for evaluation.</p> <p>Ongoing Project which have 90 % completion, will be treated as eligible, with supporting document proof as above.”</p>
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		submission audited CA certificates clearly indicating completion and closure date.	
6.	<p>Schedule 1 – Terms of Reference (TOR) (1.4), Page 40</p> <p>Drafting of Policies</p> <p>4. Contribute towards drafting policies and enable effective policy making by sharing insights and expertise</p>	<p>We understand that our role will be limited to providing broad inputs on policy. Accordingly, for this engagement we will not recommend any particular rules/regulations/by-laws – rather we will evaluate a range of global best practices intended to achieve the government's own objectives, in order to support the government in deciding which course of action will best meet its needs. We will not be engaging in policy formulation for the Authority. Please clarify!</p>	RFP Clause prevails.
7.	<p>Schedule 1 – Terms of Reference (TOR) (2.10)</p> <p>Assistance in preparation of Bid Documents:</p> <p>The Consultant shall assist in preparing the Request for Proposal and draft Concession Agreement based on the Model RFP [and MCA]. The Model RFP has been published by the Planning Commission and is available at www.infrastructure.gov.in. [The MCA shall be provided by the Authority.] The Consultant may also suggest improvements in the development plan and in the Bid Documents. For this purpose, he shall work closely with the Authority and its legal advisers and technical consultants. Bid documents would include the draft Concession Agreement and the Feasibility Report. Bids to be submitted by the bidders shall be based on the aforesaid Bid Documents.</p>	<p>We understand that our role will be to assist the Authority in the preparation of the Bid Documents. Further, our role will be limited to providing technical assistance and/or inputs that enable governments to make robust decisions on the same. We will not be providing any legal advice to the Authority as part of this engagement.</p> <p>It is further clarified that for this engagement wherever our assistance is sought, we will provide recommendations based on study of relevant available information. The responsibility of making decisions will rest with the Authority to meet its objectives.</p>	RFP Clause prevails.

8.	<p>Schedule 1 – Terms of Reference (TOR) (2.14)</p> <p>Tax and insurance- related Matters</p> <p>During the course of the Consultancy, the Consultant may be called upon to advice on tax and / or insurance related issues affecting the Project.</p>	<p>For assessing aspects related to tax/insurance related matters, we might need to engage external experts. We request you to please allow sub-contracting to be able to provide you with relevant and expert advice. Sub-contract may also be required for certain other aspects including legal aspects.</p> <p>Hence, requesting you to allow sub-contracting.</p>	RFP Clause prevails.
9.	<p>Clause 6.1, Page 46</p> <p>Consultancy Team</p> <p>6.1 (2) – Technical Expert “ Technical Expert</p> <ul style="list-style-type: none"> • Should have more than 07 years of Experience • Should have led and successfully completed at least 2 PPP Projects in India <p>Educational qualification: B. Tech in Civil & Post Graduate in Management/ Construction/ Transport/ Highway etc. or equivalent civil engineering stream.”</p>	<p>“ <i>Educational qualification:</i> <i>B. Tech in Engineering & Post Graduate in Management/ Construction/ Transport/ Highway etc. or equivalent civil engineering stream.</i>”</p> <p>We understand that the authority seeks a team with the expertise required to suit the requirements of this engagement.</p> <p>However, we humbly submit that a technical expert with undergraduate training (B. Tech) in any stream of engineering will be suitable for this engagement.</p> <p>Hence the clause of the RFP may accordingly be updated.</p>	RFP Clause prevails.
10.	<p>Clause 3.4, Page 64</p> <p>Liability of the Consultant</p> <p>For Liability w.r.t damage to Client’s property, liability is limited to 1X or insurance proceeds, whichever is higher, with exceptions for cases of negligence or willful misconduct or for damage to Third Parties caused by the Consulting agency. Indirect and consequential losses or damages are excluded w.r.t damage to</p>	<p>We suggest the client to cap our overall liability (without any exceptions) to the amount of fees paid to us, which is to be inclusive of all the liabilities arising from property damage, acts of gross negligence, willful misconduct or liability to third parties. We also request you to include to extend exclusion of indirect and consequential losses or damages beyond damage to client's property to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and the</p>	<p>Modified the RFP Clause as follows:</p> <p>Clause 3.4.4 (Page 63): This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out</p>

	<p>client's property. However, the overall liability of Consultants under this Contract shall be as provided by the Applicable Law which makes it unlimited.</p>	<p>guidelines issued by MeitY. It is also the normal industry practice.</p> <p>This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice.</p>	<p>the Services subject, however, to a limit equal to 1 (one) time of the Agreement Value.</p>
11.	<p>Clause 2.26, Page 30/ Clause 4.4, Page 66</p> <p>Substitution of Key Personnel</p>	<p>There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.</p>	<p>RFP Clause prevails.</p>
12.	<p>Clause 7.2, Page 68</p> <p>Liquidated Damages</p> <p>There are multiple LDs and penalty provisions under the RFP.</p>	<p>We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p>	<p>RFP Clause prevails.</p>
13.	<p>Clause 2.1.7 (c), Page 13</p> <p>Self- declaration</p> <p>The bidders shall furnish a self-declaration in Appendix III that they have not been blacklisted by any Corporation, PSUs Undertakings and local bodies of the Government of A.P. and in India.</p>	<p>Request the client to provide the format of Appendix III.</p>	<p>Please refer Form 1: Letter of Proposal of Appendix – I (Page 83) of this RFP.</p>
14.	<p>Clause 2.27, Page 30</p> <p>Indemnity</p> <p>The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.</p>	<p>Request client to cap these indemnities to one time the fees payable to us under this Agreement.</p>	<p>Modified the RFP Clause as follows:</p> <p>The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 1 (One) time of the value of the Agreement, for any direct loss or</p>

			damage that is caused due to any deficiency in Services.
15.	<p>Section A – Clause (2.1.1), and (2.1.4) Page No. 11 Bid Submission:</p> <p>2.1.1. The bidders should pay a Tender Fee of Rs.20,000/+18% GST-(i.e., 23600/-) in the form of Demand Draft/NEFT/RTGS/ ONLINE from Nationalized or any scheduled bank (but not from co-operative or Gramin bank) in favour of “Infrastructure Corporation of AP Ltd., State bank of India, Kamayyathopu Branch, Kanuru, Vijayawada.”, Account Number 52188924158 , IFSC Code SBIN0021134.”</p> <p>2.1.4. All the participating bidders should pay a Transaction fee for Rs. 11,800/- to M/s. Vupadhi Techno Services Pvt. Ltd., Kunchanapalli, Tadepalli Mandal, Guntur (District) by using Credit cards (Any MASTER / VISA Card) issued by any bank or through net banking accounts with ICICI or HDFC Banks as per G.O.Ms.No.13/IT&C Dept. Dt.07.05.06 with effect from 02.02.2007.</p>	<p>It is requested from the authority to merge the fees in clause 2.1.1 and clause 2.1.4, i.e Tender fee and Transaction fees.</p> <p>In clause 2.1.4, it is requested to provide the account details of M/s. Vupadhi Techno Services Pvt. Ltd., Kunchanapalli, Tadepalli Mandal, Guntur (District) for the payment of transaction fees.</p>	<p>It is clarified that the Tender fee of Rs. 23,600/- under clause 2.1.1 is payable to INCAP.</p> <p>The Transaction fee of Rs. 11,800/- under clause 2.1.4 is payable to M/s. Vupadhi Techno Services Pvt. Ltd. This can be paid while uploading the Tender in AP eProcurement website.</p> <p>The Tender fee and Transaction fee cannot be merged.</p>
16.	<p>Schedule- 2, Clause 2.4, Page No. – 55</p> <p>2.4. Expiry of Agreement</p> <p>Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 60 (sixty) days after the delivery of the final Deliverable to the</p>	<p>Since, PPP projects are long drawn engagements, for getting sufficient momentum and effective delivery of services longer period ought to be considered. It is requested from the authority that the tenure of the project be increased to 2 (two) years, instead of 1 (one) year from the effective date with further provisions for extensions.</p>	<p>RFP Clause prevails.</p>

	Authority; and (ii) the expiry of [01 (One) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.		
17.	<p>Schedule-2, Clause 7.1.1, Page No. 68</p> <p>7.1 Performance Security</p> <p>7.1.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the "Performance Security"); provided, however, that the Consultant shall not be required to provide a Performance Security in the form of a bank guarantee or cash deposit.</p>	Please clarify regarding the mode of submission of Performance Security.	<p>Please refer clause 7.1.3 (Page 68) of RFP, which reads as follows.</p> <p>The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.2 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement. The Bid Security / Earnest Money Deposit (EMD) will be refunded to the selected Bidder after signing the agreement and submitting the Performance Security at 10% (ten per cent) of the Agreement Value.</p>
18.	<p>Schedule-2, Clause 7.1.2, Page No. 68</p> <p>Liquidated damages and penalties</p> <p>7.1.2 Notwithstanding anything to the contrary contained in Clause 7.1.1, as and when payments become due to the Consultant for its Services, the Authority shall retain by way of Performance Security, 10% (ten per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the</p>	<p>Please clarify the clause 7.1.2 shall be applicable for performance security or Clause 2.21.2.</p> <p>An amount equal to 10% (ten percent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof. The Bid Security/ Earnest Money Deposit (EMD) will be refunded to the successful bidder after signing the agreement and submitting the Performance Security at 10% (ten percent) of the Agreement Value</p>	<p>Please read clause 7.1.2 along with clause 7.1.3 (Page 68) of RFP.</p> <p>Clause 2.21.2 (Page 27) of RFP reiterates the same.</p>

	<p>Performance Security shall be returned to the Consultant at the end of three months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Financial Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.</p>	
<p>19. Schedule -2, Clause (7.2.1) Page No. – 68</p> <p>7.2 Liquidated Damages</p> <p>7.2.1 Liquidated Damages for error/variation: In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.</p>	<p>Please provide clarity regarding quantification of damages to be recovered as a result of negligence or lack of due diligence on the part of the Consultant.</p>	<p>This clause is self-explanatory.</p>

JM
17/12/14
JM (P&T)

CGM
17/12
CGM (T)

[Signature]
Vice Chairman & Managing Director,
INCAP