



**Infrastructure Corporation of Andhra Pradesh Limited
(INCAP)**

**REQUEST FOR PROPOSAL (RFP)
For
SELECTION OF RETAINER CONSULTANTS FOR PROVIDING SERVICES FOR
DEVELOPMENT INFRASTRUCTURE PROJECTS IN THE STATE OF ANDHRA
PRADESH**

(Notice No. INCAP/P/Retainer Consultant/02/2021 Date: 05-08-2021.)

RESPONSE TO QUERIES

**Vice Chairman and Managing Director,
Infrastructure Corporation of Andhra Pradesh Limited (INCAP)
RC. No 254/2, 4th Floor, AVSR Bhavan,
Near My Mart, Chalasani Nagar,
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Selection of Retainer Consultant for providing services for development of various identified infrastructure projects in the state of Andhra Pradesh

Notice No. INCAP/P/Retainer Consultant /02/2021 Date: 05-08-2021

Response to Queries

SI. No.	Item Description	Clarification Sought	Reply/ Clarification by INCAP
1.	Page No. 12 2.2 Minimum Eligibility Criteria 2.2.7 Financial Capacity	We request you to reduce the Turnover Requirement to 20 Crores	As per RFP only
2.	Page No. 30 3.1 Technical Evaluation 3.1 A Financial Criteria	Gross Average Annual Turnover of the Firm from Advisory Services in the last three financial years <ul style="list-style-type: none"> • Between INR 20 Crores –INR 30 Crores - 5 marks • Above INR 30 Crores – 10 marks 	As per RFP only
3.	Page No. 2 and 9 Schedule and 1.8. point Number 3 Proposal Due Date	Considering the extensive submission requirements, and for submission of comprehensive bid, the present submission deadline i.e 25 th Aug 2021, Seems tough to meet. Therefore, we would like to request you to kindly extend the submission date by at least 10 Days to enable us to submit quality and comprehensive bid.	Bid submission date extended up to 06.09.2021, 1500 Hrs – only in hard copies

<p>4.</p>	<p>Page No 2 & 9 S.No.5 Last date & time submission of Proposal (Proposal Due Date (PDD)) 15.00 Hours IST on 25/08/2021 1.8 Proposal Due Date or PDD 25.08.2021, 03.00 PM</p>	<p>Last Date & time for submission of Proposal (Proposal Due Date (PDD)) 15.00 Hours IST on 15/09/2021</p> <p>Proposal Due Date or PDD 15.09.2021, 03.00 PM</p> <p>We would like to inform you that our organization is very much interested in pursuing this opportunity, and we are in the process of preparing a comprehensive and compelling proposal. As this is a very specialized nature of consultancy, we are bringing the right set of partners to adhere to enable us to submit a comprehensive proposal.</p> <p>Owing to various internal processes and legal compliances that we need to adhere to; it would be challenging for us to ensure submission of our proposal by 25-08-2021. Therefore, we request you to kindly extend the Proposal Due Date by at least 3 weeks, i.e 15-09-2021, which will enable us to prepare a competitive bid.</p>	<p>Bid submission date extended up to 06.09.2021, 1500 Hrs – only in hard copies</p>
<p>5.</p>	<p>Page No 12 & 30 2.2.6 2.2.6 Documentary proof of Completion regarding meeting above eligibility criteria must be furnished. Projects without completion certificates will not be considered. All payments received shall be certified by the Statutory Auditor.</p> <p>3.1 – Table B.1 PPP Experience Documentary proof to be submitted: Letter of Award along with Completion Certificate issued by the Authority and only for the Government Projects. Projects without completion certificates will not be considered</p>	<p>We request the client to allow submission of any one of the following, to show proof of project completion:</p> <ul style="list-style-type: none"> • Completion Certificate from the client/employer/authority • Payment received certificate by a statutory auditor/ chartered accountant. <p>Further, we request the client to accept ongoing projects, which have achieved 80 per cent completion, also as eligible projects.</p>	<p>Clause 2.2.6 as per RFP only.</p> <p>Ongoing project, which have 90% completion, will be treated as eligible, with supporting documentation proof as above.</p>

	<p>for evaluation.</p> <p>B.2 Feasibility Experience</p> <p>Documentary proof to be submitted: Letter of Award along with Completion Certificate. Projects without completion certificates will not be considered for evaluation.</p>		
6.	<p>Page No 30</p> <p>3.1 - Table</p> <p>B.1 PPP Experience</p> <p>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"> • 1-2 projects – 2 marks • 3-4 projects 5 marks • More than 5 projects - 10 marks 	<p>In retainer engagements, we have carried out multiple successful transaction services under a single project. In such cases, we requested you to clarify whether each transaction will be considered as one eligible project during technical evaluation.</p>	<p>As per RFP only</p>
7.	<p>Page No 30</p> <p>3.1 – Table</p> <p>B.1 PPP Experience</p> <p>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"> • 1-2 projects – 2 marks • 3-4 projects – 5 marks • More than 5 projects – 10 marks 	<p>B.1 PPP Experience</p> <p>Experience in successfully completion transaction advisory of PPP projects with total project cost not less than Rs. 25 Crore (as per clause 1.1.1.) in India in the last 10 years before PDD:</p> <ul style="list-style-type: none"> • 1-2 projects - 2 marks • 3-4 Projects - 5 marks • More that 5 projects – 10 marks <p>We request the client to relax the Evaluation Criteria for PPP Experience.</p>	<p>As per RFP only</p>

<p>8.</p>	<p>Page No 31 3.1 – Table C.2 Technical Expert – Team Member 1 <ul style="list-style-type: none"> • Should have more than 10 years of Experience • Should have successfully completed at least 2 projects in India C.3 Finance & PPP Transaction Expert – Team Member 2 <ul style="list-style-type: none"> • Should have more than 10 years of Experience • Should have successfully completed transaction advisory of at least 2 PPP project </p>	<p>C.2 Technical Expert - Team Member 1 <ul style="list-style-type: none"> • Should have more than 5 years of Experience • Should have successfully completed at least 1 project in India C.3 Finance & PPP Transactions Expert – Team Member 2 <ul style="list-style-type: none"> • Should have more than 5 years of Experience • Should have successfully completed transaction advisory of at least 1 PPP project <p>We request the client to relax the Minimum Experience and Qualification for the two experts, who will be deployed to work full time at the INCAP office.</p> </p>	<p>As per RFP only</p>
<p>9</p>	<p>Page No 32, 41, 45,53 & 107 3.1 – Note 2. The Team Leader shall be required to present for the project work interactions/engagements with INCAP for minimum 5 days in a month. The remaining two team members shall work full time in INCAP office during the Retainer Consultancy period. 3. The two/three Team Members are to be deployed by selected consultant shall work in INCAP office during all INCAP office working days in a month which is mandatory on a full- time basis.</p> <p>Schedule-I Note (c) The Selected Consultant is expected to deploy the two Team Members to provide retainer consultancy services to Authority on a</p>	<p>Restriction due to COVID -19.</p> <p>We request the client to consider to include appropriate language on the lines below (sample):</p> <p>If there are any circumstances that reasonably restrict or affect the ability of PwC’s personnel to travel or to be physical present at any specific office/location, then without prejudice to your obligations (including your payment obligations), you shall allow such personnel to work form home or other remote location till the time such circumstances exist.</p>	<p>Due to any pandemic situation like COVID-19, the working hours that are applicable to INCAP office staff will be the same to retainer consultant also, without prejudice to any other agreement conditions.</p>

	<p>full – time basis.</p> <p>Schedule-I Clause 7 7.2 The Consultant shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/attendance sheet of the working of all Personnel in the Project Office. 7.3 The Consultancy team shall work from the office of the INCAP.</p> <p>Draft Agreement Clause 1.8 1.8.1 The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such locations as are incidental thereto. 1.8.2 The Authority may require Retainer Consultant to spend the required man hours at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.</p> <p>Appendix II Note 1. a) The two/three Team Members are to be deployed by selected consultant shall work in INCAP office during all INCAP office working days in a month which is mandatory irrespective of above man- days charged.</p>		
<p>10.</p>	<p>Page No 39</p> <p>Schedule-I Terms of Reference 1. Role of Consultant: The selected Consultant/s will provide consultancy services for various infrastructure</p>	<p>What is the duration of the retainer period? It is no mentioned elsewhere in the RFP.</p>	<p>The duration of the Retainer consultants is for a period of 2 (two) years, as indicated in clause 2.4 of the agreement.</p>

	sectors as mentioned in clause 1.1.1 in the course of the retainer period and also form continuation of the ongoing projects undertaken by INCAP.		
11.	<p>Page No 8 1.4.2 The Applicant needs to furnish, as part of its Proposal, a fee of Rs. 10,000/- (Repees ten thousand only) and Rs.1,800/- (Repees Eighteen Hundred Only) towards GST in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favour of the Vice Chairman and Managing Director, INCAP Ltd., payable at Vijayawada, Andhra Pradesh towards non-refundable Bid Processing Fee (the “Bid Processing Fee”).</p>	<p>RFP Procurement Cost/Tender Fees</p> <p>Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under said Rule. Accordingly, we request you to waive/delete the requirement for submitting tender fee under the RFP.</p>	<p>As per RFP only</p> <p>It is bid processing fee, but not tender cost.</p>
12.	<p>Page No 57 Draft Agreement Clause 2.9.1 and 2.9.2 By the Authority (c) The Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof; (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this agreement. 2.9.2 By the Consultants (d) The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.</p>	<p>Termination - Unreasonable ground for termination We request client to delete this ground for termination as it is unreasonable and there are several remedies in Agreement and law available to the client for such breach.</p>	<p>As per RFP only</p>
13.	<p>Page No 58 Draft Agreement Clause 2.9.3 2.9.3 Cessation of rights and obligations Upon termination of this Agreement pursuant to Clauses 2.3 of 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of</p>	<p>Confidentiality Obligations - Obligations to survive for more than a year post expiry or termination of Agreement We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.</p>	<p>As per RFP only</p>

	<p>the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality Consultant's obligation to permit inspection, records set forth in Clause 3.3 hereof; (iii) the Consultant's obligations to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5 as relate to the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.</p>		
<p>14.</p>	<p>Page No 62 Draft Agreement Clause 3.3</p> <p>Confidentiality The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information</p>	<p>Confidentiality Obligations - Parties to whom information can be disclosed is not documented Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause: Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.</p>	<p>As per RFP only</p>

	<p>relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.</p>		
<p>15.</p>	<p>Page No 13 & 60 2.3 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able</p>	<p>Conflict of interest - Several conflict of interest related obligations on us We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	<p>As per RFP only</p>

	<p>to carry out the assignment in the best interests of the Authority.</p> <p>Draft Agreement Clause 3.2 3.2 Conflict of Interest 3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement. 3.2.2 Consultant and Affiliates not to be otherwise interested in the Project 3.2.3 Prohibition of conflicting activities 3.2.4 Consultant not to benefit from commissions, discounts, etc.</p>		
<p>16.</p>	<p>Page No 63</p> <p>Draft Agreement Clause 3.4</p> <p>3.4 Liability of the Consultant 3.4.1 The Consultant’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof. 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority’s property, shall not be liable to the Authority: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2</p>	<p>Limitation of Liability - Liability is limited to 1X or insurance proceeds, whichever is higher Client is requested to not make the limitation of liability subject to receivables under the insurance proceeds. Client is requested to limit consultant’s liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. The insurance clause makes the 1X liability ineffective as it increases to multiple times of TCV.</p>	<p>As per RFP only</p>

	<p>of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.</p> <p>3.4.4 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 the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.</p>		
<p>17.</p>	<p>Page No 64 Draft Agreement Clause 3.8.1 3.8 Documents prepared by the Consultant to be property of the Authority 3.8.1 All reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.</p>	<p>Confidentiality Obligations - Obligation to return all confidential information / destroy all confidential and no right to retain a copy We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.</p>	<p>As per RFP only</p>

<p>18.</p>	<p>Page No 64 Draft Agreement Clause 3.8.1 3.8 Documents prepared by the Consultant to be property of the Authority 3.8.1 All reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.</p>	<p>IPR There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines. Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.</p>	<p>As per RFP only</p>
<p>19.</p>	<p>Page No 70 Draft Agreement Clause 7.2.1 &7.2.2 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</p>	<p>LD We request client to cap the liquidated damages/ penalties cumulatively to 5% of the total contract value.</p>	<p>As per RFP only</p>

	<p>reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.</p> <p>7.2.2 Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.</p>		
20.	<p>Page No 88</p> <p>Appendix I Form 2 S.No.3 (iv)</p> <p>(iv) Has the Applicant been blacklisted by any Government department/ Public Sector Undertaking in the last five years?</p>	<p>(iv) Has the Applicant been blacklisted by any Government department/ Public Sector Undertaking as on date of the submission of this proposal?</p> <p>We request the client to allow us to submit all the blacklisting declarations stating that PwC has not been blacklisted by any Government department/ Public Sector Undertaking for breach of corrupt and fraudulent activities as on date of submission of this proposal.</p>	As per RFP only
21.	General	<p>Acceptance - No acceptance criteria</p> <p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p>	Not Accepted

		<p>Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.</p>	
22.	<p>Page 9; Clause 1. Introduction, Sub Clause 1.8, Schedule of Selection Process Event Description: Date Proposal Due Date or PDD: 25.08.2021, 03:00 PM</p>	<p>The preparation of bid documents involves extensive work in niche domain and includes heavy paperwork and collation of data. Furthermore, it requires time to formulate a team of qualified professionals suitable for their respective positions. Hence, we request the authority to extend the date of submission by atleast 2 weeks from the date of release of Corrigendum.</p>	<p>Bid submission date extended up to 06.09.2021, 1500 Hrs – only in hard copies</p>
23.	<p>Page No.10 Clause 1.11. Communications, Sub Clause 1.11.1. Submission of proposals shall only be in hard copies. Response to the this RFP should be submitted offline: The Vice Chairman and Managing Director, Infrastructure Corporation of Andhra Pradesh Ltd., # RC. No 254/2, 4 th Floor, AVSR Bhavan, Near My Mart, Chalasani Nagar, Penamaluru Mandal, Kanuru, Vijayawada - 520007 A.P. India Email: incap@incap.co.in</p>	<p>We would like to highlight that in the ongoing pandemic wave with ensuing logistical challenges, has become highly difficult to make physical/ hard copy submissions of bids. Additionally, health and safety of the stakeholders involved are also brought at risk as physical submission includes interactions with various people. Thus, we request the Authority to alter the mode of submission into an online submission. The bidders can send their submissions to the Authority through email. While the technical bid file can be directly accessible, the financial bids can be password protected. At the time of financial opening, the bidder can share the password to open financial bids.</p>	<p>As per RFP only</p>
24.	<p>Page No.11</p>		<p>As per RFP only</p>

<p>Clause 2.1.4 Key Personnel</p> <p>The Consultant’s team (the “Consultancy Team”) shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below:</p> <p>Team Leader:</p> <ul style="list-style-type: none"> • Should have more than 15 years of Experience • Should have led and successfully completed transaction advisory of at least 3 PPP/EPC projects in India • Should have led and successfully completed financial feasibility and market assessment studies of at least 3 PPP/EPC projects. • MBA/ CA/CFA or equivalent <p>Technical Expert Team Member 1</p> <ul style="list-style-type: none"> • Should have more than 10 years of Experience • Should have led and successfully completed at least 2 projects in India • B.Tech in Civil & M.Tech in Civil Engineering <p>Finance cum PPP Transaction Expert Team Member 2</p> <ul style="list-style-type: none"> • Should have more than 10 years of Experience • Should have led and successfully completed transaction advisory of at least 2 PPP projects • MBA/CA/CFA or equivalent 	<p>We would request the Authority to kindly reduce the overall experience of the team leader from 15 years to 10 years. This is because real estate is a niche domain wherein professionals become specialist within 5-8 years of service in the sector. Thus, employing a 15-year professional for the listed Scope of Work will only go on to increase the overall cost of consultancy and may not result in any significant value addition to the execution of the assignment.</p> <p>Parallely, we also request the Authority to kindly reduce the overall experience of the Technical Expert Team Member 1& Finance cum PPP Transaction Expert Team Member 2 to 7 years each.</p> <p>Additionally, we request the Authority to kindly modify the educational requirements of the Technical Expert Team Member 1 as below</p> <ul style="list-style-type: none"> • Technical Expert Team Member 1: B.Tech & M.Tech in Civil Engineering/ MBA/ PGDM 	
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25.	<p>Page 12, Clause 2.2. Minimum Eligibility Criteria for Selection, Sub Clause 2.2.6 Documentary proof of Completion regarding meeting above eligibility criteria must be furnished. Projects without completion certificates will not be considered. All payments received shall be certified by the Statutory Auditor.</p>	<p>We would like to highlight that on several occasions, clients refrain from providing completion certificates and at other times, consultants have signed Non-Disclosure Agreements with their clients and work orders or completion certificates cannot be shared with a third party. We therefore request the Authority to kindly allow bidders to submit CA certificates which reflect that fee in lieu of work completed has been received thus the project is complete. The CA Certificate ultimately validates that bidders have undertaken the claimed work experience.</p>	<p>As per RFP only</p>
26.	<p>Clause 2.2. Minimum Eligibility Criteria for Selection, Sub Clause 2.2.8 Technical Capacity: The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of [5 (five)] Eligible Assignments as specified in Clause 3.1.4, of which at least [2 (two)] should be PPP/EPC Projects of cost not less than Rs.100 Crores each.</p>	<p>We would like to highlight that the RFP does not include any Clause 3.1.4. Furthermore, we would like to highlight that Transaction Advisory assignments exhibit long execution period thus, we request the Authority to kindly allow Consultants to submit ongoing assignments</p>	<p>Ongoing projects, which have 90% completion, will be treated as eligible projects (with supporting documentation proof)</p>
27.	<p>Clause 3 Criteria for Evaluation of Technical Proposal, Sub Clause 3.1 Technical Evaluation, Item B Experience of the Firm Page 30, 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: <ul style="list-style-type: none"> • 1-2 projects – 2 marks • 3-4 projects – 5 marks • More than 5 projects – 10 marks </p>	<p>We would request the Authority to kindly allow ongoing assignments to be submitted as similar assignments exhibit long execution periods. We also request the Authority to allow Consultants to submit private sector assignments as several similar assignments on the same scale are undertaken with private entities. We would also like to highlight, that eminent government organisations such as DIPAM and PIDB have allowed consultants to submit transaction advisory projects undertaken with the private sector, as eligible assignments for the purpose of empaneling transaction advisors for different infrastructure and real estate assets in their possession.</p>	<p>As per RFP only</p>
28.	<p>Page 28 Clause 2.26 Indemnity</p>	<p>We request the Authority to kindly the clause as below;</p>	<p>As per RFP only</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.	The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, to the extent of fee already paid to the Consultant, for any direct loss or damage that is caused due to any deficiency in Services	
29.	<p>Page 43 3.12 Assistance in the Bid Process, The Consultant shall assist the Authority in the bid process for selection of the Concessionaire from among the bidders and till the signing of the Concession Agreement. This will primarily relate to participation in pre-bid meetings and Answering questions or issuing clarifications with the approval of the Authority. The Consultant shall also assist the Authority in engaging with the bidders on different aspects of the Project such as its assets, the process of the transaction, the Revenue Model and the structure of the Project. It will also assist the Authority in preparing internal notes and projections for securing governmental approvals, if any. Beyond the 24th week from the Effective Date, these services may be in the nature of intermittent services required till the Completion of Services. Costs of Services till the 24th week from the Effective Date are to be included in the Financial Proposal whereas payment for Services beyond 24th week shall form part of Lump sum payment to be made as specified in Paragraph 10.2.</p>	<p>We would like to highlight that the RFP omits the Paragraph 10.2. We also request the Authority to kindly further clarify on the tentative duration and the payment structure which will be adopted for the assignment.</p>	<p>Clause 3.12 may be read as “The Consultant shall assist the Authority in the bid process for selection of the Concessionaire from among the bidders and till the signing of the Concession Agreement. This will primarily relate to participation in pre-bid meetings and Answering questions or issuing clarifications with the approval of the Authority. The Consultant shall also assist the Authority in engaging with the bidders on different aspects of the Project such as its assets, the process of the transaction, the Revenue Model and the structure of the Project. It will also assist the Authority in preparing internal notes and projections for securing governmental approvals, if any.”</p>
30.	RFP section 2.25 - Substitution of Key Personnel, clause 2.25.2, Page 28	Considering the pandemic situation and scarcity of resources due to their preference of working from home, we request you to please remove the penalty for substitution of the personnel. Request you to	As per RFP only

		<p>kindly modify the clause as mentioned below: Without prejudice to the foregoing, substitution of the key Personnel shall only be permitted subject to approval from the Client</p>	
31.	RFP section 2.26 - Indemnity, Page 28	<p>Request you to kindly modify the clause as suggested below: The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount equal to the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.</p>	As per RFP only
32.	RFP section 3 - Criteria for Evaluation of Technical Proposal, Clause 3.1 - Technical Evaluation, Page 30	<p>As we understand, the project necessitates technical capabilities for execution of the Scope of Work proposed in the RFP. Therefore, it is suggested to assign more weightage to the Technical Qualification criteria for evaluating the expertise of the Bidder(s). Request you to kindly modify the clause as suggested below: The agency will be selected based on combined Quality cum- Cost-Based-Selection (QCBS) in the ratio of 80% (Technical) and 20% (Financial).</p>	As per RFP only
33.	RFP section 3 - Criteria for Evaluation of Technical Proposal, Clause 3.1 -Technical Evaluation, Table point B.1 – PPP Experience, Page 30	<p>Considering the longevity of PPP projects request you to consider experience of on-going projects also along with completed projects in the last 5 (five) years before PDD. Request you to kindly modify the clause as suggested below: Experience in successfully completing or currently executing 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. Documentary proof to be submitted: Letter of Award along with Completion Certificate issued by the Authority and only for the Government Projects. For those projects that are still in progress Letter of Award issued by the Authority</p>	As per RFP only

34.	RFP section 3 - Criteria for Evaluation of Technical Proposal, Clause 3.1 - Technical Evaluation, Table point B.2 – Feasibility Experience, Page 31	Request you to please also consider ongoing projects for evaluating experience in undertaking financial feasibility and market assessment studies. Request you to kindly modify the clause as suggested below: Experience in undertaking financial feasibility and market assessment studies currently undergoing or completed in the last 10 years before PDD: Documentary proof to be submitted: Letter of Award along with Completion Certificate (or) Letter of Award alone for ongoing projects.	As per RFP only
35.	RFP section 3 - Criteria for Evaluation of Technical Proposal, Clause 3.1 - Technical Evaluation, Table point C.2 – Feasibility Experience, Page 31	Team Member 1 <ul style="list-style-type: none"> • Should have more than 7 years of Experience • Should have successfully completed at least 2 projects in India 	As per RFP only
36.	RFP section 3 - Criteria for Evaluation of Technical Proposal, Clause 3.1 - Technical Evaluation, Note Pt. 32	We understand that the payment is linked to man-days and that the resources shall be deployed onsite from Monday to Friday, for all working days in a month. We also understand that based on the project requirement, the services may be offered on need basis for the remaining days of the month. Request you to kindly confirm the same.	Yes
37.	RFP section 3 - Criteria for Evaluation of Technical Proposal, Clause 3.1 - Technical Evaluation, Note Pt. 32	Request you to kindly modify the clause as suggested below: The two/ three Team Members are to be deployed by selected consultant shall work in INCAP office during all INCAP office working days in a month from Monday to Friday (work week) which is mandatory irrespective of above man- days charged and be available when required in office.	Yes
38.	Appendix I, Form 3, Page 89 of 108	We understand the for Firms participation as Sole Bidder are not required to append Appendix I, Form 3. Request you to please confirm the same.	Act as per RFP
39.	Appendix I, Form 3, Page 115	We understand that only one Key Personnel is required to be proposed as a Team Leader and Technical Expert. We also understand that multiple	Act as per RFP

		CVs are applicable only for Finance and PPP Transactions Expert where a team of two members is to be proposed. Request you to please confirm the same.	
40.	Appendix I, Form 9 and Form 10, Page 120 & 121 respectively	We understand that both Form 9 and Form 10 are to be used to showcasing the experience of the firm in Eligible Assignments. And for firms who are bidding as Sole Bidder we understand that form 9 is applicable and Form 10 is to be ignored. Request you to please confirm the same.	Act as per RFP
41.	Appendix I, Form 9 and Form 10, Page 120 & 121 respectively	We understand that in Form 9, the bidders shall share project related details. And in Form 10 the bidder shall share the detail of the applicant who has worked on the same / similar project. Request you to kindly confirm if the bidders are required to put both Form 9 and Form 10 for all the eligible assignments.	Act as per RFP
42.	General	Keeping in view the technical requirements as part of the scope mentioned in the RFP, we understand that the team will require additional time to submit a responsive and competitive proposal. We request you to kindly consider an extension of 10 days for bid submission and modify the proposal due date to 06-09-2021.	Bid submission date extended up to 06.09.2021, 1500 Hrs – only in hard copies.
43.	General	We understand that the terms and conditions mentioned in Agreement, Obligations of the Consultant, and Liquidated damages and penalty clauses shall be applicable to the Consultant, subject to the compliances and acceptance from the internal Risk team and Legal team. Request you to please confirm the same.	As per RFP only

Sd/- Vice Chairman & Managing Director, INCAP