



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

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

(Notice No. INCAP/P/Retainer Consultant/02/2021 Date: 25-09-2021.)

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,
Penamaluru Mandal, Kanuru,
Vijayawada - 520007 A.P. India
Email: incap@incap.co.in, md@incap.co.in.
Web: www.incap.co.in**

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: 25-09-2021

Response to Queries

SI. No.	Item Description	Clarification Sought	Reply/ Clarification by INCAP
1.	<p>Clause 1. Introduction, Sub clause 1.8 Schedule of Selection process</p> <p>Page no 9;</p> <p>Event description Proposal due date or PDD : 11.10.2021, 3.00PM</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 at least 2 weeks from the date of release of Corrigendum.</p>	<p>The Proposal due date or PDD extended up to 3:00 PM on 18.10.2021.</p>
2.	<p>Clause 11.1 Communication</p> <p>Page 10;</p> <p>Submission of proposal shall only be in hard copies. Response to RFP should submitted offline:</p> <p>The vice chairman & Managing Director, Infrastructure Corporation of Andhra Pradesh Limited #RC No 254/2, 4th 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, it has become highly difficult to make physical/ hard copy submissions of bids. Additionally, health and safety of the stakeholders involved are also brought to 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 bidders can share the password to open financial bids.</p>	<p align="center">As per RFP</p>
3.	<p>Clause 2.2. Minimum Eligibility Criteria for Selection, Sub Clause 2.2.6</p> <p>Page 12, Documentary proof of Completion regarding</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</p>	<p align="center">As per RFP</p>

	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.	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.	
4.	<p>Clause 2.2 Minimum eligibility criteria for selection of sub clause 2.2.8</p> <p>Technical Capacity : The Applicant shall have over the past 5 years Preceding the PDD Under taken minimum 5 eligible Assignments As Specified in Clause 3.1 which at least 2 should be PPP/EPC Projects cost be not less than Rs.100/- cores each</p>	We request the Authority to allow Consultants to submit private sector transaction advisory assignments as several similar assignments on the same scale are undertaken with private entities. We would also like to highlight, that eminent government organizations 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.	As per RFP
5.	<p>Clause 3: Criteria for Evaluation of Technical Proposal, Sub Clause 3.1 Technical Evaluation, Item B Experience of the Firm</p> <p>Page 30,</p> <p>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"> • 1-2 projects – 2 marks • 3-4 projects – 5 marks • More than 5 projects – 10 marks 	We request the Authority to allow Consultants to submit private sector assignments as several similar transactions advisory 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.	As per RFP

	<p>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 for evaluation.</p> <p>Ongoing Project which have 90% completion, will be treated as eligible, with supporting document proof as above.</p>		
6.	<p>Clause 5. Time and Payment Schedule Deleted</p> <p>Page 43,</p>	<p>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>	As per RFP
7.	<p>Clause 2.26, Indemnity</p> <p>Page 28;</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>We request the Authority to kindly modify the clause as below:</p> <p>The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, up to an amount not exceeding the fees paid to the Consultant in the previous 12 months under the Agreement, for any direct loss or damage that is caused due to any deficiency in Services, which the Consultant fails to rectify within 15 days upon being informed in writing by the Authority.</p>	As per RFP
8.	<p>Clause 2.28 Execution of Agreement</p> <p>Page 28;</p> <p>After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.</p>	<p>We would like to highlight that typically the agreement is executed upon mutually agreed terms. Hence, there may be deviations from the agreement draft as provided by client. We request the Authority to kindly consider this aspect.</p>	As per RFP

<p>9</p>	<p>Clause 6. MISCELLANEOUS, Sub Clause 3.6</p> <p>Page 36;</p> <p>It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.</p>	<p>We request the Authority to kindly delete this clause.</p>	<p>As per RFP</p>
<p>10.</p>	<p>Clause 2.7 Force Majeure, Sub Clause 2.7.1 Definition</p> <p>Page 54,</p> <p>(a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.</p>	<p>We request the Authority to kindly add “pandemic, epidemic, government actions and government restrictions or orders” as force majeure events.</p>	<p>As per RFP</p>

<p>11.</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 willful 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 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. 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 Schedule -2: Form of Agreement 64 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>We request the Authority to kindly alter the liability clause as below, 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 subject to liability limits as set out under this clause 3.4. 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, which the Consultant fails to rectify within 15 days from the receipt of written notice from the Authority. 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 the amount of fees paid to the Consultant in the previous 12 months under the Agreement.</p>	<p>As per RFP</p>
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<p>12.</p>	<p>Clause 3.8 Documents prepared by the Consultant to be property of the Authority,</p> <p>Page 63</p> <p>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>The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.</p> <ul style="list-style-type: none"> • 	<p>We would request the below mentioned alteration in the clause,</p> <p>“The parties agree and acknowledge that all intellectual property rights in the Consultant’s deliverables shall be owned by the Consultant. The Consultant licenses all such rights to the Authority free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Authority to make reasonable use of such deliverables and the services. If the Agreement gets terminated, this licence will automatically terminate. Further the deliverable is confidential in nature and is for the sole usage of the Authority, and shall not be disclosed to any third party without the prior written consent of the Consultant”</p>	<p>As per RFP</p>
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<p>13.</p>	<p>Clause 3.11 Page 64, Accuracy of Documents The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.</p>	<p>We request the Authority to kindly remove Clause 3.11</p>	<p>As per RFP</p>
<p>14.</p>	<p>Additional Clause</p>	<p>We request the Authority to kindly add the below mentioned clause, Acknowledgements The Consultant will neither be responsible for any legal due diligence, title search, zoning check, development permissions and physical measurements nor undertake any verification / validation of the zoning regulations / development controls, etc. The Consultant would collate its comparable information from secondary sources; however, the same will not be verified with actual records / registries in government departments. The Consultant will not give any testimony or will not appear in court by reason of the reports, with reference to the study in question.</p>	<p>As per RFP</p>

15.	<p>Additional Clause</p>	<p>We request the Authority to kindly add the below mentioned clause,</p> <p>Payment Term</p> <p>The Authority shall pay each invoice submitted to it by the Consultant, in full and in cleared funds, within 7 days of invoice receipt. If the Authority fails to pay any invoice by the due date, the Consultant may at its option (i) suspend all further deliveries or performance to be made under the Agreement and/or (ii) recover from the Authority interest on the amounts unpaid until such payment is made at a rate of interest of 24% per annum.</p>	As per RFP
16.	<p>Clause 7.2.1 Liquidated Damages for error/variation</p> <p>Page 69,</p> <p>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>We request the Authority to kindly alter the clause as below,</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of gross negligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner as mutually agreed with the Consultant and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.</p>	As per RFP
17.	<p>Clause 7.2.2 Liquidated Damages for delay</p> <p>Page 7.2.2</p> <p>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</p>	<p>We request the Authority to kindly alter the clause as below,</p> <p>In case of delay in completion of Services due to faults solely attributable to the Consultant, 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</p>	As per RFP

	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.	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.	
18.	Clause 1.8 Page 9 Proposal Due Date or PDD: 11.10.2021, 03:00 PM	We request the Authority to extend the Proposal Due Date timeline to 18.10.2021	The Proposal due date or PDD extended up to 3:00 PM on 18.10.2021 .
19.	Clause 1.11, Page 10 Submission of proposals shall only be in hard copies. Response to the this RFP should be submitted offline:	We request Authority to seek online submission of bids. This practice is accepted by many tender / RFP issuing entities such as National Highways Authority of India, Indian Railways Stations Development Corporation Limited, National Highways Infrastructure Development Corporation Limited etc.	As per RFP
20.	Clause 20.2.2, 7.1.1 & 7.1.2 Page 25, 69 An amount equal to 10% (ten per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.20, which may be forfeited and appropriated in accordance with the provisions hereof. 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. Notwithstanding anything to the contrary	As per Office Memorandum (dated 12th November 2020) issued by the Ministry of Finance, Govt. of India, quantum of Performance Security is reduced from 5-10% to 3%. (Copy Enclosed as Annexure A). We, therefore, request the Authority to reduce the amount of Performance Security to 3%. The suggested clauses are proposed as under: An amount equal to 3 % (three per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.20, which may be forfeited and appropriated in accordance with the provisions hereof. For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 3% (three 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. Notwithstanding anything to the contrary contained in	The Performance security is modified to an amount equal to 3% (three percent) of the agreement value

	<p>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.</p>	<p>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, 3% (three per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this.</p>	
21.	<p>Note 2 & 3 Page 32</p> <p>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>One finance and PPP transaction expert (Team Member 2) services will be utilised by the Authority initially and the other Finance and PPP Transaction expert (Team Member 2) services will be on need basis as per the orders of the Authority. The payment is as per man days.</p>	<p>We seek Authority to clarify whether these Team Members refer to core Team or any additional resources to be deployed.</p> <p>With reference to Appendix-II (Financial Proposal), pg.no 107, we understand that only four key experts (Team Leader, Technical Expert, Finance and PPP Transaction Expert) to be proposed, apart from additional resources.</p> <p>Please confirm.</p>	<p>As already specified in RFP the bidder shall quote for 1 Team Leader, 1 Technical Expert and One finance and PPP expert. If the authority needs to have the services of another finance and PPP transaction expert the bidder should be in position to deploy. The payment to this person will be at par with One Finance and PPP transaction expert already quoted.</p>
22.	<p>Clause 3.3 Page 41</p> <p>The Consultant shall, based on available information, compile and analyse the financial and commercial data relating to the Project and prepare a revenue and expenditure statement, on commercial accounting principles, for three financial years preceding the consultancy. The expenditure statement shall include expenses on staff, material, contractual payments, etc.</p>	<p>We understand that Authority shall share/ provide available data (such as DPRs, concept notes, presentations, past feasibility reports etc.) to the selected Consultant.</p> <p>Please confirm.</p>	<p>As per RFP</p>
23.	<p>Clause 3.11 Page 42</p> <p>The Consultant shall assist in preparing the</p>	<p>Request to kindly clarify whether the selected Consultant can refer to other prevailing model documents from public institutions such as Indian Railways Stations Development Corporation Limited,</p>	<p>As per RFP</p>

	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 .	NITI Ayog etc.									
24.	<p>Clause 4.6 Page 67</p> <p>The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "Project Manager") who shall be responsible for day to day performance of the Services.</p>	Please confirm whether the "Project Manager" shall be stationed full time at Client office or supporting remotely the Authority. Also, request the Authority to provide minimum educational qualifications required for the Project Manager.	The team leader is supposed to designate either technical expert or Finance and PPP transaction expert as Project Manager for proper coordination and as such there would not be separate another project manager.								
25.	<p>Form 13, 9.1 Page 103</p> <p>Team Leader</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Max. points</th> </tr> </thead> <tbody> <tr> <td>General Qualification</td> <td>25</td> </tr> <tr> <td>MBA (or) CA/CFA (or) equivalent</td> <td>21</td> </tr> <tr> <td>Higher Qualification</td> <td>04</td> </tr> </tbody> </table>	Description	Max. points	General Qualification	25	MBA (or) CA/CFA (or) equivalent	21	Higher Qualification	04	We request Authority to allocate maximum points (25) for MBA (or) CA/CFA or equivalent as it is the Highest Qualification.	As per RFP
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26.	<p>Form 13, 9.3 Page 103</p> <p>PPP Finance & Transactions Team Member 2</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Max. Points</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Description	Max. Points			We request Authority to allocate maximum points (25) for MBA (or) CA/CFA or equivalent as it is the Highest Qualification.	As per RFP				
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27.	<p>Note 2 Page 108</p> <p>The selected consultant shall deploy additional resources if required by the authority with the same terms and conditions of engagement. Authority may at its discretion reduce or increase the number of resources, depending on the requirements of the Authority.</p>	<p>We request Authority to provide clarity whether the additional resources shall be from technical (Finance/ PPP) or non – technical background.</p>	As per RFP						
28.	<p>RFP section 2.26 -Indemnity, Page 28</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 you to kindly modify the clause as suggested below:</p> <p>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						
29.	<p>RFP section 3 - Criteria for Evaluation of Technical Proposal, Clause 3.1 - Technical Evaluation, Para 1, Page 30</p> <p>The Applicants who meet the minimum eligibility criteria would be invited to make a presentation to Authority on understanding of scope of retainer consultancy work to be provided, on approach and on methodology to be adopted for the assignment.</p>	<p>As per our understanding, there is no weightage given to understanding of scope or Approach & Methodology in the Technical scoring.</p> <p>Request you to kindly clarify if the bidder still has to make a presentation on understanding of scope and approach & methodology to the authority.</p> <p>If Yes, will the said presentation add as a qualifier for technical evaluation. Please clarify.</p>	As per RFP						
30.	<p>RFP section 3 - Criteria for Evaluation of Technical Proposal, Clause 3.1 -</p>	<p>Request you to kindly confirm if the completion certificate is referred to “completion of assignment”</p>	As per RFP						

	<p>Technical Evaluation, Table point B.1, Page 30</p> <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>undertaken by the consultants with the authority” or “completion of the PPP project under consideration”.</p>	
31.	<p>RFP section 2.2 -Minimum Eligibility Criteria for Selection, Clause 2.2.8 - Technical Capacity, Page 12</p> <p>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., of which at least [2 (two)] should be PPP/EPC Projects of cost not less than Rs.100 Crores each.</p>	<p>Considering the PPP projects in relevant domain as per scope stated in the RFP (such as airports & seaports etc), extend beyond tenure of 5 years, request you to kindly consider “completion of assignments undertaken by the consultants with the authority” as the acceptable proof for PPP experience instead of completion of entire project.</p>	As per RFP
32.	<p>RFP section 3 - Criteria for Evaluation of Technical Proposal, Clause 3.1 - Technical Evaluation, Table point B.1 – PPP Experience, Page 30</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>	<p>To ensure participation of credible firms which will be able to deliver project of significant quality and value, we request you to kindly modify the clause as below:</p> <p>“Experience in successfully completing or currently executing transaction advisory of PPP projects with total project cost not less than Rs. 250 Crore (as per clause 1.1.1.) in India in the last 5 years before PDD”</p>	As per RFP
33.	<p>RFP section 3 - Criteria for Evaluation of Technical Proposal, Clause 3.1 - Technical Evaluation, Table C.1 - Finance & PPP Transactions Expert</p> <p>Team Member 2 – Max. 20 marks</p>	<p>We understand that the bidder needs to propose two CVs as Finance & PPP transaction experts. Request you to kindly confirm if individual CV carries 10 marks each.</p>	As per RFP

	<ul style="list-style-type: none"> • Should have more than 07 years of Experience • Should have successfully completed transaction advisory of at least 2 PPP project 		
34.	<p>Appendix I, Form 3, Page 89 of 108</p> <p>Statement of Legal Capacity</p>	<p>We understand, for Firms participating as Sole Bidder are not required to append Appendix I, Form 3. Request you to please confirm the same.</p>	As per RFP
35.	<p>Appendix I, Form 5, Financial Capacity of the Applicant, Page 114</p> <p>This is to certify that (Name of the Applicant) has received the payments shown above against</p>	<p>Request you to kindly clarify, what payments are being referred in the statement.</p>	As per RFP
36.	<p>RFP section 2.2, Minimum Eligibility Criteria for selection, clause 2.2.6, page 12</p> <p>All payments received shall be certified by the Statutory Auditor.</p>	<p>Request you to consider self-declaration by authorized signatory as acceptable proof for receipt of payment from eligible assignments and modify the clause as under:</p> <p>“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 or self-declaration from authorized signatory confirming the receipt of payment for the projects mentioned. Ongoing Project which have 90% completion, will be treated as eligible, with supporting document proof as above.“</p>	As per RFP

<p>37.</p>	<p>RFP section 2.2, Minimum Eligibility Criteria for selection, clause 2.2.3 – 2.2.5, page 12</p> <ul style="list-style-type: none"> • The Applicant should not have a conflict of interest that affects the RFP process. Any Applicant found to have a Conflict of Interest shall be disqualified. • Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the bid due date of RFP, would not be eligible to submit a RFP. • An Applicant, in the last 3 years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant. 	<p>We understand the referenced clauses require self-certification signed by authorized signatory as documentary proofs, request you to kindly confirm.</p>	<p>As per RFP</p>
<p>38.</p>	<p>Appendix I, Form 6, Page 115</p> <p>Use separate rows in case of multiple CVs used for a particular designation</p>	<p>We understand that only one Key Personnel is required to be proposed as a Team Leader and Technical Expert. We also understand that multiple 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.</p>	<p>As per RFP</p>
<p>39.</p>	<p>Appendix II, Financial Proposal</p> <p>Finance and PPP Transactions Team Member 2</p>	<p>We understand from clause 3.1, pt 3 - One finance and PPP transaction expert (Team Member 2) services will be utilised by the Authority initially and the other Finance and PPP Transaction expert (Team Member 2) services will be on need basis as per the orders of the Authority.</p>	<p>As per response/clarification given in S.No.21</p>

		<p>However, in the financial proposal template in Appendix II – quote is request for 2 (two) Finance and PPP transaction experts is requested.</p> <p>Request you to kindly clarify if quote needs to be submitted for 1 team leader + 1 technical expert and (1 Finance & PPP transaction expert or 2 finance & PPP transaction experts) for entire tenure of 2 years.</p>	
40.	<p>Schedule 2, Clause 3.4.4 (Page 63) – Liability of the Consultant</p> <p>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>It is requested to modify the clause as :</p> <p>‘This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant’s liability, if any, for death or injury of 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 1 (one) time the Agreement Value.’</p>	As per RFP
41.	<p>RFP section 2.14.7, Page 22</p> <p>An Applicant may, from time to time, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise (where applicable). Credentials of such Sub-Consultants should be submitted by the Applicant in Form-12 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.</p>	<p>We understand Form-12 is deleted. Kindly confirm if the referenced clause needs to be deleted.</p>	As per RFP

42.	General Agreement, Obligations of the Consultant, and Liquidated damages and penalty	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
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Sd/-Vice Chairman & Managing Director, INCAP