

Combined Replies to return queries during the discussions held in Pre-Proposal conference on 27.08.2018 for appointment of Financial Consultant and Transaction Advisor for Sonnagar –Gomoh Section (260.74 Km) of EDFC.

S. No	Clause / Page No.	Query / Suggestion	DFCIL remarks
1.	Page No. 12; Clause 2.1.1: The term applicant (the "Applicant") means the Sole Firm or the Lead Member, as the case may be.	We request the authority to kindly amend this clause as follows: The term applicant (the "Applicant") means the Sole Firm or Consortium, as the case may be.	Provisions of RFP will prevail.
2.	Page No. 13; Clause 2.2.2 (A) Technical Capacity: The Applicant shall have, over the past 05 (five) years preceding the PDD, undertaken a minimum of 03 (three) Eligible Assignments as specified in Clause 3.1.4, of which at least 01 (one) should be PPP Projects.	We request the authority to kindly amend this clause as follows: "The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken a minimum of 03 (three) Eligible Assignments as specified in Clause 3.1.4, of which at least 01 (one) should be PPP Projects."	Provisions of RFP will prevail.
3.	Page No. 14; ; Clause 2.2.2 (C) Financial Expert Length of Professional Experience : 15 Years	We request the authority to kindly amend this requirement as follows: Financial Expert Length of Professional Experience : 10 Years	Provisions of RFP will prevail.
4.	Page No. 28; Clause No. 2.20.2: 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 2.20, which may be forfeited and appropriated in accordance with the provisions hereof.	We request the authority to kindly amend this clause as follows: "An amount equal to 5% (five percent) 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."	Provisions of RFP will prevail.
5.	Page No. 31; Clause 2.26: Indemnity 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.	We request the authority to kindly amend this clause as follows: "The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the	Provisions of RFP will prevail.

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S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
6.	<p>Page No. 34:</p> <p>While awarding marks for the number of Eligible Assignments, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Assignments for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/ Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/ Key Personnel shall be considered. The explanatory notes for further sub-</p>	<p>Agreement, for any direct loss or damage that is caused due to any deficiency in Services"</p> <p>We request the authority to kindly drop the relative marking system as it would lead to bigger firms securing much higher marks as compared to other firms.</p> <p>Accordingly, we request the authority to kindly adopt an absolute marking system i.e. fixed marks as per number of assignments undertaken by Applicant / Key personnel.</p>	<p>Provisions of RFP will prevail.</p>

Final

S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
	distribution of marks of Applicant and various Key Personnel are given in Appendix III.		
7.	<p>Page No. 34; Clause 3.1.4 (a):</p> <p>An infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost (excluding land) of at least Rs. 2208 crore (Rupees Two thousand Two hundred and Eight crore) in case of a project in India, and US \$ 1104 million (US\$ One Thousand One hundred and Four million) for infrastructure projects undertaken elsewhere through PPP or other forms of private participation (the "PPP Projects");</p>	<p>We request the authority to kindly amend this clause as follows:</p> <p>"An infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost (excluding land) of at least Rs. 500 crore (Rupees Five hundred crore) in case of a project in India, and US \$ 250 million (US\$ Two hundred and Fifty million) for infrastructure projects undertaken elsewhere through PPP or other forms of private participation (the "PPP Projects");"</p>	Provisions of RFP will prevail.
8.	<p>Page No. 35; Clause 3.1.4 (c):</p> <p>an infrastructure project having an estimated capital cost (excluding land) of at least Rs. 2208 crore (Rupees Two thousand Two hundred and Eight crore) in case of a project in India, and US \$ 1104 million (US\$ One Thousand One hundred and Four million) for projects elsewhere, provided that the payment of professional fee to the Applicant was at least Rs. 55 lakh (Rupees fifty five lakh) in case of a project in India, and US \$ 0.275 million (US\$ zero point two seven five million) for any infrastructure project elsewhere (the "Other Projects");</p>	<p>We request the authority to kindly amend this clause as follows:</p> <p>"an infrastructure project having an estimated capital cost (excluding land) of at least Rs. 500 crore (Rupees Five hundred crore) in case of a project in India, and US \$ 250 million (US\$ Two hundred and Fifty million) for projects elsewhere, provided that the payment of professional fee to the Applicant was at least Rs. 10 lakh (Rupees fifty five lakh) in case of a project in India, and US \$ 0.275 million (US\$ zero point two seven five million) for any infrastructure project elsewhere (the "Other Projects");"</p>	Provisions of RFP will prevail.
9.	<p>Page No. 35; Clause 3.1.4:</p>	<p>We request the authority to kindly drop this condition.</p>	<p>As already stated in Para 3.1.4 of RFP, " All Eligible</p>

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S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
	<p>Provided that all Eligible Assignments relating to projects based on the same Model Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment.</p>		<p>Assignments relating to projects based on the same Model Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment". However, it is further clarified that, if multiple engagements have been undertaken with the same client but with different Concession Agreement, shall be treated as different eligible assignments.</p>
10.	<p>Page No. 35; Clause 3.1.5: a) Any project in Railway sector including Metro Rails having an estimated capital cost (excluding land) of at least Rs.880 crore (Rupees eight hundred eighty crore) in case of a project in India, and US \$ 440 million (US\$ four hundred forty million) for projects elsewhere (Railway Projects); or</p>	<p>We request the authority to kindly amend this clause as follows: "Any project in Railway sector including Metro Rails having an estimated capital cost (excluding land) of at least Rs.500 crore (Rupees five hundred eighty crore) in case of a project in India, and US \$ 240 million (US\$ two hundred forty million) for projects elsewhere (Railway Projects); or"</p>	<p>Provisions of RFP will prevail.</p>
11.	<p>Page No. 35; Clause 3.1.5: b) Any project involving construction and having an estimated capital cost (excluding land) of at least Rs.2208 crore (Rupees Two thousand two hundred and eight crore) in case of a project in</p>	<p>We request the authority to kindly amend this clause as follows: "Any project involving construction and having an estimated capital cost (excluding land) of at least Rs.500 crore (Rupees Five hundred crore) in</p>	<p>Provisions of RFP will prevail.</p>

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S. No	Clause / Page No.	Query / Suggestion	DFCIL remarks
	India, and US \$ 1104 million (US\$ One Thousand One hundred and Four million) for projects elsewhere (Other Projects).	case of a project in India, and US \$ 250 million (US\$ Two hundred and Fifty million) for projects elsewhere (Other Projects)."	
12.	Page No. 35; Clause 3.1.5: Provided that all Eligible Assignments relating to projects based on the same Model Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment.	We request the authority to kindly drop this condition.	As already stated in Para 3.1.5 of RFP, " All Eligible Assignments relating to projects based on the same Model Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment". However, it is further clarified that, if multiple engagements have been undertaken with the same client but with different Concession Agreement, shall be treated as different eligible assignments.
13.	Page No. 67; Clause 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.	We request the authority to kindly amend this clause as follows: "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 the Agreement Value."	Provisions of RFP will prevail.

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S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
14. ✓	Date Extension	We request the authority to kindly extend the bid due date by 2 weeks.	Necessary Corrigendum is being issued to fix 14.09.18 as revised PDD and Proposal Opening Date.
15.	1.8 (Schedule of Selection Process) –Page 10. Proposal Due Date or PDD - 07.09.2018	In order to submit a responsive and better proposal, more time will be needed on account of addressing responses from Authority on pre-bid queries. We would request the Authority to provide at least 2 weeks extension from the date of publication of clarification	Necessary Corrigendum is being issued to fix 14.09.18 as revised PDD and Proposal Opening Date.
16.	2.2.2(A) (Conditions of Eligibility of Applicants) Technical Capacity – Page 13. The Applicant shall have, over the past 05 (five) years preceding the PDD, undertaken a minimum of 03 (three) Eligible Assignments as specified in Clause 3.1.4, of which at least 01 (one) should be PPP Projects	We would request the Authority to modify the Clause as follows: “The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken a minimum of 03 (three) Eligible Assignments as Specified in Clause 3.1.4, of which at least 01 (one) should be PPP Projects.” This is to ensure that the Applicant can showcase maximum assignments to the Authority which would enable the Authority to take a more informed decision regarding selection of consultant.	Provisions of RFP will prevail.
17.	2.2.2(D) (Conditions of Eligibility of Applicants) – Conditions of Eligibility for Key Personnel (Financial Expert) – Page 14. Length of Professional Experience – 15 years	In our experience, length of professional experience of 10 years will be adequate to carry out the responsibilities required for the Financial Expert. So we would request the Authority to modify the Clause as follows: “Length of Professional Experience – 10 years ”	Provisions of RFP will prevail.



S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
18.	2.2.2(D) (Conditions of Eligibility of Applicants) – Conditions of Eligibility for Key Personnel (Civil Engineer) – Page 14. Length of Professional Experience – 10 years overall experience with at least 5 years in Railway/Metro Sector.	In our experience, length of professional experience of 10 years in infrastructure sector will be adequate to carry out the responsibilities Required for the Civil Engineer. So we would request the Authority to modify the Clause as follows: “Length of Professional Experience – 10 years overall experience in infrastructure sector”	Provisions of RFP will prevail.
19.	2.2.2(D) (Conditions of Eligibility of Applicants) – Conditions of Eligibility for Key Personnel (Signal & Tele communication Engineer) – Page 14 Length of Professional Experience – 10 years overall experience with at least 5 years in Railway/ Metro Sector	In our experience, length of professional experience of 10 years in infrastructure sector will be adequate to carry out the responsibilities required for the Signal & Telecommunication Engineer. So we would request the Authority to modify the Clause as follows: “Length of Professional Experience – 10 years overall experience in infrastructure sector”	Provisions of RFP will prevail.
20.	2.2.2(D) (Conditions of Eligibility of Applicants) – Conditions of Eligibility for Key Personnel (Electrical Engineer) – Page 14 Length of Professional Experience – 10 years overall experience with at least 5 years in Railway/Metro Sector	In our experience, length of professional experience of 10 years in infrastructure sector will be adequate to carry out the responsibilities required for the Electrical Engineer. So we would request the Authority to modify the Clause as follows: “Length of Professional Experience – 10 years overall experience in infrastructure sector”	Provisions of RFP will prevail.
21.	2.2.3 (Conditions of Eligibility of Applicants) – Page 15 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during	In our experience, the Statutory Auditor does not provide a certificate for fees received in respect of each of the Eligible Assignments. We request that the fees received in respect of each	Provisions of RFP will prevail.

S. No	Clause / Page No.	Query / Suggestion	DFCIL remarks
	each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal	of the Eligible assignments might be self-attested by the Authorised Signatory. So we request the Clause to be modified as follows: "The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD. In addition to this, fee received in respect of each of the Eligible Assignments specified in the Proposal might be self-attested by the Authorised Signatory."	
22.	3.1.4 (Eligible Assignments for Applicant, Financial Expert and Associate Consultant only) –Page 34 For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority or public sector entity in respect of preparation of revenue model and/or preparation of transaction / bid documents and other similar assignments in relation to the bidding process or other transactions, as the case may be, for the following projects shall be deemed as eligible assignments	We understand that in addition to advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority or public sector entity, bid advisory assignments for private sector in infrastructure sector should also be considered in eligible assignments as it encompasses the entire scope of financial advisory work. So we request the Clause to be modified as follows: "For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority or public sector entity in	Provisions of RFP will prevail.

S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
23.	<p>3.1.4 (a) (Eligible Assignments for Applicant, Financial Expert and Associate Consultant only) – Page 34</p> <p>An infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost (excluding land) of at least Rs. 2208 crore (Rupees Two thousand Two hundred and Eight crore) in case of a project in India, and US \$ 1104 million (US\$ One Thousand One hundred and Four million) for infrastructure projects undertaken elsewhere through PPP or other forms of private participation (the "PPP Projects");</p>	<p>respect of preparation of revenue model and/or preparation of transaction / bid documents, bid advisory work for private sector and other similar assignments in relation to the bidding process or other transactions, as the case may be, for the following projects shall be deemed as eligible assignments"</p> <p>In our experience, high value PPP projects having an estimated capital cost of Rs. 2208 crores have been rarely implemented in the Indian market. For better competition, PPP projects having estimated capital cost of at least Rs. 500 crores will provide the Applicants with more number of projects to showcase to the Authority and enable the Authority to take a more informed decision regarding selection of consultant.</p> <p>We request the Clause to be modified as follows: "An infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost (excluding land) of at least Rs. 500 crore (Rupees five hundred crore) in case of a project in India, and US \$ 250 million (US\$ Two Hundred and Fifty million) for infrastructure projects undertaken elsewhere through PPP or other forms of private participation (the "PPP Projects")"</p>	Provisions of RFP will prevail.



S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
24.	<p>3.1.4 (c) (Eligible Assignments for Applicant, Financial Expert and Associate Consultant only) –Page 34</p> <p>an infrastructure project having an estimated capital cost (excluding land) of at least Rs. 2208 crore (Rupees Two thousand Two hundred and Eight crore) in case of a project in India, and US \$ 1104 million (US\$ One Thousand One hundred and Four million) for projects elsewhere, provided that the payment of professional fee to the Applicant was at least Rs. 55 lakh (Rupees fifty five lakh) in case of a project in India, and US \$ 0.275 million (US\$ zero point two seven five million) for any infrastructure project elsewhere (the "Other Projects")</p>	<p>In our experience, high value projects having an estimated capital cost of Rs. 2208 crores have been rarely implemented in the Indian market. For better competition, projects having estimated capital cost of at least Rs. 500 crores will provide the Applicants with more number of projects to showcase to the Authority and enable the Authority to take a more informed decision regarding selection of consultant. We also request the Authority to reduce the payment of professional fee to the Applicant to Rs. 6 lakhs as the payment in transaction advisory projects for NHAI EPC road projects in Rs. 6 lakhs. We request the Clause to be modified as follows:</p> <p>"an infrastructure project having an estimated capital cost (excluding land) of at least Rs. 500 crore (Rupees five hundred crore) in case of a project in India, and US \$ 250 million (US\$ Two Hundred and Fifty million) for projects elsewhere, provided that the payment of professional fee to the Applicant was at least Rs. 6 lakh (Rupees six lakh) in case of a project in India, and US \$ 0.03 million (US\$ zero point zero three million) for any infrastructure project elsewhere (the "Other Projects")"</p>	<p>Provisions of RFP will prevail.</p>
25.	<p>3.1.5 (Eligible Assignments for Civil Engineer, S&T Engineer, Electrical Engineer & Traffic Expert) – Page 35</p>	<p>We understand that in addition to advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority or</p>	<p>Provisions of RFP will prevail.</p>

S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
	<p>For the purpose of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority or public sector entity in respect of preparation of feasibility report and/or detailed project report including engineering surveys and/or Project management/ Design/ Estimation consultancies, for the following infrastructure projects shall be deemed as eligible assignments</p>	<p>public sector entity, bid advisory assignments for private sector in infrastructure sector should also be considered in eligible assignments as it encompasses the entire scope of financial advisory work. So we request the Clause to be modified as follows:</p> <p>"For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority or public sector entity in respect of preparation of revenue model and/or preparation of transaction / bid documents, bid advisory work for private sector and other similar assignments in relation to the bidding process or other transactions, as the case may be, for the following projects shall be deemed as eligible assignments"</p>	
26.	<p>3.1.5 (b) (Eligible Assignments for Civil Engineer, S&T Engineer, Electrical Engineer & Traffic Expert) – Page 35</p> <p>Any project involving construction and having an estimated capital cost (excluding land) of at least Rs.2208 crore (Rupees Two thousand two hundred and eight crore) in case of a project in India, and US \$ 1104 million (US\$ One Thousand One hundred and Four million) for projects elsewhere (Other Projects)</p>	<p>In our experience, high value projects having an estimated capital cost of Rs. 2208 crores have been rarely implemented in the Indian market. For better competition, projects having estimated capital cost of at least Rs. 500 crores will provide the Applicants with more number of projects to showcase to the Authority and enable the Authority to take a more informed decision regarding selection of consultant. We request the Clause to be modified as follows:</p>	<p>Provisions of RFP will prevail.</p>

S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
		"Any project involving construction and having an estimated capital cost (excluding land) of at least Rs.500 crore (Rupees five hundred crore) in case of a project in India, and US \$ 250 million (US\$ Two Hundred and Fifty million) for projects elsewhere"	
27.	Agreement – Clause 2.7.1 (b) -(Force Majeure) – Page 60 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.	We request the Authority to modify the Clause as follows: "Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees."	Provisions of RFP will prevail.
28.	Agreement – Clause 2.9.2 -(Termination of Agreement) – Page 62 The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement	We request the Authority to modify the Clause as follows: "The Consultant may, by not less than 15 (fifteen) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement."	Provisions of RFP will prevail.
29.	Agreement – All relevant Clauses satisfactorily performed	We request the Authority to modify the term "satisfactorily performed" to " rendered in accordance with this Contract " in all Clauses	Provisions of RFP will prevail.

S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
30.	Agreement – Clause 2.9.5 – (Payment upon Termination) – Page 63 except in the case of termination pursuant to Sub clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel	We request the Authority to modify the Clause as follows: "except in the case of termination, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel"	Provisions of RFP will prevail.
31.	Agreement – Clause 3.3 (iii) – Confidentiality – Page 67 is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment	We request the Authority to modify the Clause as follows: "is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-consultants and the Personnel of either of them shall give the Authority, prompt written notice if permissible and practicable, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment"	Provisions of RFP will prevail.
32.	Agreement – Clause 3.4.4 (Liability of the Consultant) – Page 67 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	We request the Authority to modify the Clause as follows: "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	Provisions of RFP will prevail.

S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
	Services subject, however, to a limit equal to 3 (three) times the Agreement Value	Services subject, however, to a limit equal to the Agreement Value."	
33.	<p>Agreement – Clause 3.8.1 (Documents prepared by the Consultant to be property of the Authority) – Page 68</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>Services subject, however, to a limit equal to the Agreement Value."</p> <p>We request the Authority to modify the Clause as follows:</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 Client however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the "Knowledge Material") of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in</p>	Provisions of RFP will prevail.



S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
		connection with the Services. The Client shall have the non-exclusive perpetual licence to use the reports (including any Knowledge Material provided as a part of the report to the Client) to the extent necessary for the Client to use the reports in accordance with this Contract."	
34.	Agreement – Clause 3.11 (Accuracy of Documents) – Page 69 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 detail 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.	We request the Authority to delete the Clause	Provisions of RFP will prevail.
35.	Agreement – Clause 4.4 (Substitution of Key Personnel) – Page 71 Without prejudice to the foregoing, substitution of the Financial Expert shall be permitted only upon reduction of remuneration equal to 20%	We request the Authority to delete the Clause	Provisions of RFP will prevail.



S. No	Clause / Page No.	Query / Suggestion	DFCIL remarks
	(twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted		
36.	Agreement – Clause 6.3 (a) (ii) – Mode of billing and payment – Page 73 The Authority shall pay to the Consultant, only the undisputed amount	We request the Authority to delete the Clause	Provisions of RFP will prevail.
37.	Agreement – Clause 7.2.1 – Liquidated Damages for error/ variation – Page 74 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	We request the Authority to delete the Clause	Provisions of RFP will prevail.
38.	Page 13 Clause 2.2.2 (A) Conditions of eligibility of applicants (A) Technical Capacity: The Applicant shall have, over the past 05 (five) years preceding the PDD, undertaken a minimum of 03 (three) Eligible Assignments as specified in Clause 3.1.4, of which at least 01 (one) should be PPP Projects.	We would like to request you to please consider the following criteria under Technical Capacity: The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken a minimum of 03 (three) Eligible Assignments as specified in Clause 3.1.4, of which at least 02 (two) should be PPP Projects.	Provisions of RFP will prevail.

S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
39.	<p>Page 13 Clause 2.2.2 (B) Conditions of eligibility of applicants</p> <p>(B) Financial Capacity: The Applicant shall have received a minimum of Rs.5 crore (Rs. five crore) or US \$ 2.5 (two point five) million per annum as professional fees during each of the 3 (three) financial years preceding the PDD. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients</p>	<p>We would like to request you to please consider the following criteria under Financial Capacity:</p> <p>Financial Capacity: The Applicant shall have received a minimum of Rs. 150 crore (Rs. One hundred fifty crore) or US \$ 25 (twenty five) million per annum as professional fees during each of the 3 (three) financial years preceding the PDD.</p>	Provisions of RFP will prevail.
40.	<p>Page 30 Clause 3.1.4 Eligible assignments (for Applicant, Financial Expert & Associate Consultant only)</p> <p>For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority or public sector entity in respect of preparation of revenue model and/or preparation of transaction / bid documents and other similar assignments in relation to the bidding process or other transactions, as the case may be, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):</p>	<p>We would like to request you to consider the following criteria under Eligible assignments:</p> <p>For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority or public sector entity in respect of preparation of revenue model and/or preparation of transaction / bid documents and other similar assignments in relation to the bidding process or other transactions, as the case may be, for the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):</p>	Provisions of RFP will prevail.



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	(d) an assignment relating to tariff-setting, tariff orders or tariff regulations but only if the payment of professional fee to the Applicant was at least Rs. 2 lakh (Rupees two lakh) (the "Regulatory Projects")	(d) an assignment relating to tariff-setting, tariff orders or tariff regulations but only if the payment of professional fee to the Applicant was at least Rs.10 lakh (Rupees ten lakh) (the "Regulatory Projects") We would like to request you to please consider completed as well as on-going projects that meet the criteria mentioned in clause 3.1.4. Eligible Assignments. On-going projects where transaction advisory is underway, RFQ or RFP has been submitted to client or under evaluation may please be considered.	
41.	Page 34 Clause 3.1.4 Eligible assignments (for Applicant, Financial Expert & Associate Consultant only) Provided that all Eligible Assignments relating to projects based on the same Model Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment	We would request you to clarify whether the projects in airports and ports sectors shall be counted as different eligible assignments where concession agreements have been customized or projects have been awarded by different public entities.	As already stated in Para 3.1.4 of RFP, " All Eligible Assignments relating to projects based on the same Model Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment". If airports and port sectors are different public entity and have awarded separate contracts under different

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			Model Concession Agreements, would normally be considered as different eligible assignments.
42.	<p>Page 35 Clause 3.1.5 Eligible assignments</p> <p>Further for such assignments where credit is being claimed, the relevant assignments should have been completed prior to PDD.</p>	<p>We would like to request you to consider the following criteria under Eligible assignments:</p> <p>Further for such assignments where credit is being claimed, the relevant assignments should have been completed prior to PDD or are ongoing if the transaction process is underway (RFP or RFQ is submitted to the client/ under evaluation) Self-certification may be provided by the Authorized Signatory of the Bidder certifying such assignments wherever they have been completed or ongoing.</p>	Provisions of RFP will prevail.
43.	<p>Page 15 Clause 2.2.3</p> <p>The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered</p>	<p>We would like to request that besides the requirement for certification by the Statutory Auditor of the fee received for each of the Eligible Assignments, the consultants should be permitted to please self-certify the fee received by the Eligible Assignments on the company letterhead and signed by the Authorized Signatory of the proposal. This is because obtaining the Statutory Auditor's certificates certifying the fee received for Eligible</p>	Provisions of RFP will prevail.

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	Accountants that ordinarily audits the annual accounts of the Applicant.	Assignments is a long and cumbersome process in many firms and may not be completed within the timelines of the bid submission of this tender. This is also a standard convention followed by other government entities in such RFP process.	
44.	<p>Page 31 Clause 2.26 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>We would like to request you to please modify this clause to the following suggested clause:</p> <p>"The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services."</p>	Provisions of RFP will prevail.
45.	<p>Page 33 Clause 3.1.3 1. Relevant Experience of the Applicant</p> <p>a) 30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant.</p> <p>b) The remaining 70% shall be awarded for:</p> <p>(i) the comparative size of Eligible Assignments;</p> <p>(ii) quality of Eligible Assignments; and (iii) overall turnover, experience and capacity of the firm.</p>	<p>We would like to request you to please include more objectivity in the scoring criteria as the existing scoring criteria is bound to be subjective. Thus, we would like to suggest the following scoring criteria:</p> <p>"0-5 Eligible Assignments :10 marks</p> <p>6-10 Eligible Assignments : 20 marks</p> <p>11-15 Eligible Assignments: 25 marks</p> <p>More than 15 Eligible Assignments: 30 marks"</p>	Provisions of RFP will prevail.

S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
46.	<p>Page 33 Clause 3.1.3 2. Relevant Experience of the Key Personnel</p> <p>a) 30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on as described below.</p> <p>b) The remaining 70% shall be awarded for: (i) the comparative size of Eligible Assignments; and (ii) quality of Eligible Assignments.</p>	<p>We would like to request you to please include more objectivity in the scoring criteria as the existing scoring criteria is bound to be subjective. Thus, we would like to suggest the following scoring criteria:</p> <p>"0-5 Eligible Assignments : 30 marks</p> <p>6-10 Eligible Assignments : 45 marks</p> <p>11-15 Eligible Assignments: 60 marks</p> <p>More than 15 Eligible Assignments: 70 marks"</p>	Provisions of RFP will prevail.
47.	<p>Page 14 Page Clause 3.1.3 2(A) Financial Expert</p> <p>Should have worked as leader or head of a financial team / Finance Expert in the submitted Eligible Assignments. Minimum three EAs to be submitted of which at least 01 should be PPP project.</p>	<p>We would like to request you to please modify the clause as the following:</p> <p>"Should have worked as leader or head of a financial team / Finance Expert in Eligible Assignments. Minimum three EAs to be submitted of which at least 01 should be PPP project."</p>	Provisions of RFP will prevail.
48.	<p>Page 35 Clause 3.1.4 Eligible Assignments (for Applicant, Financial Expert & Associate Consultant only)</p>	<p>We would like to request you to please allow completed and on-going engagements as Eligible Assignments as per this clause. On-going projects where transaction advisory is underway, RFQ or RFP has been submitted to client or under evaluation may please be considered.</p>	Provisions of RFP will prevail.



S. No	Clause / Page No.	Query / Suggestion	DFCIL remarks
49.	Page 35 Clause 3.1.5 Eligible Assignments (for Civil Engineer, S&T Engineer, Electrical Engineer & Traffic Expert)	We would like to request you to please allow completed and on-going engagements as Eligible Assignments as per this clause.	Provisions of RFP will prevail.
50.	Page 36 Clause 3.4.1 Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.7 and 0.3 respectively.	We would like request the weights assigned to Technical Proposal and Financial Proposal be 0.8 and 0.2 respectively.	Provisions of RFP will prevail.
51.	Page 43 Scope of Services Clause 3.1 (vii) Advising on tax-related issues arising out of the Project structuring;	We would like to request further clarification of this point. Please let us know DFCCIL's expectation from this part of scope of work.	The provision given in the RFP is quite clear and there is no ambiguity. The scope of consultancy is restricted to the project under consideration only.
52.	Page 43 Scope of Services Clause 3.1 (ix) Preparation of a consolidated list of approvals/ consents/ clearances required from Government Instrumentalities; and	We understand that the selected consultant shall not be required to obtain such approvals/consents/clearances as part of this engagement. Please confirm.	It is clarified that Consultant is not required to obtain such approvals/ consents/ clearances. However, he has to assist the Authority in preparing the internal notes and projections for securing Govt approvals, if any.
53.	Page 44 Clause 3.7 Impact of Project on Government Resources	We would like to request you to please clarify this part of scope of work	The scope of work under para 3.7 is clearly defined and is restricted to impact of

S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
			project with MoR perspective. Further, it does not include Social and Environmental Impact on the project.
54.	Clause 5.3 Page 47 The consultant shall submit the bills to project authorities for scrutiny and payment.	We would like to request that this clause be deleted.	Provisions of RFP will prevail.
55.	Clause 5.5 Page 47 In the event the Concession Agreement does not get executed within one year of the Effective Date, the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 24 weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates.	We would like to bring to your attention that the Concession Agreement may not be executed from reasons / causes outside the control of the Consultant. Hence, it may not be appropriate to penalize the consultant for non-execution of the Concession Agreement. We would, thus, like to request you to kindly remove this clause.	Provisions of RFP will prevail.
56.	Page 49 Clause 8.1 Reporting The Consultant shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel. Such time reports shall be submitted to the Authority on the 15th and the last day of each calendar month by end of the business day and shall include the number of hours expended	We would like to request you to please remove this clause as this is not a Time & Material contract. The Payment is to be made to the consultant on a deliverable basis. Hence we would like to request you to kindly remove this clause.	Provisions of RFP will prevail.

S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
	on the Project by the Consultant on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel		
57.	<p>Clause 10.2 Page 49</p> <p>10% (ten per cent) of the Agreement Value has been earmarked as lump sum payment to be made to the Consultant upon execution of the Concession Agreement (the "Lump Sum Payment"). In consideration of the Lump Sum Payment, the Consultant would provide such services as may be required by the Authority for concluding the Bid Process and execution of the Concession Agreement. In the event the Concession Agreement does not get executed within 1 (one) year of the Effective Date, the Consultancy shall stand completed as specified in Paragraph 10.1 above, but no Lump Sum Payment shall be due to the Consultant, save and except the costs incurred for meeting its expenses during the period after expiry of 36 (twenty four) weeks from the Effective Date, including travel costs and Personnel costs on account of hours spent, at the agreed rates specified in Annex-3 of the Agreement, which</p>	<p>We would like to bring to your attention that the Concession Agreement may not be executed from reasons / causes outside the control of the Consultant. Hence, it may not be appropriate to penalize the consultant for non-execution of the Concession Agreement. We would, thus, like to request you to kindly remove this clause.</p>	Provisions of RFP will prevail.

S. No	Clause / Page No.	Query / Suggestion	DFCIL remarks
	shall be reimbursed to the Consultant as per actuals. For the avoidance of doubt, it is agreed that reimbursement of such costs on travel and personnel shall be due to the Consultant as aforesaid, even if the Concession Agreement is not executed.		
58.	Page 10 Clause 1.8 Proposal Due Date : 07.09.2018	As we plan to submit a good quality and competitive proposal, and this proposal requires bringing together persons of varied experience – technical and financial – we would like to request you to please extend the Proposal Due Date by 3 weeks. This shall also help us obtain the certifications from the statutory auditor for fee received for Eligible Assignments, in case self-certification of such EAs is not permitted	Necessary Corrigendum is being issued to fix 14.09.18 as revised PDD and Proposal Opening Date.
59.	Clause 3.4 Schedule-I (TOR) (Page43) Under the Review of Cost it is mentioned that "...The Consultant shall review, comment and update the cost estimate..."	As per our understanding, the review of the cost will be based on the Detailed Project Report and Cost Estimate provided by Authority. During review, the unit cost and quantities will be considered as per the DPR and Estimate provided by Authority and updation of cost will be done based on WPI Index. The completed cost of the Project will be worked out based on the above updated cost, adding financing cost such as IDC, adding for various contingencies and indexation	The consultant has to review and furnish comments on cost estimate to ensure appropriate provision for physical and price contingencies, financing cost, Interest During Construction etc as defined in para 3.4 of TOR. Normally, no field work is required. However, for better

S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
		<p>for inflation based on WPI during construction period.</p> <p>Kindly confirm.</p>	<p>understanding of the estimate / project, consultant may have to make necessary field visits/ inspections. However, if any item is left out in the estimate, considering Manual of Standards & Specifications shall be made available by the Authority to the Consultant as indicated in para 9 of TOR. Further, any change in the quantities if advised by the Authority shall also be accounted for in the updation of the estimate. The estimate provided by the Authority has to be suitably updated considering the relevant indices.</p>
60.	<p>Clause 3.8. (ii) Schedule-1 (TOR) (Page44)</p> <p>Under the Development of Revenue Model, it is mentioned that "...The Consultant shall review and evaluate the Detailed Report and cost estimates (Report will be made available and</p>	<p>As per our understanding for development of revenue model, no separate traffic study/review is required to be undertaken by consultant. The revenue will be estimated based on the traffic study report provided by Authority.</p>	<p>No survey including physical/ ground survey for the traffic projection is to be done by the consultant. Relevant available information of</p>

S. No	Clause / Page No.	Query / Suggestion	DFCCL remarks
	suggest other appropriate revenue model suitable for the Project considering changes in the revenue structure, traffic projection, market investment scenario and any new/alternate Revenue Models as available, duty identifying and quantifying all costs, expenses and revenues of the Project..."	Kindly confirm.	traffic projection will be shared.
61.	Clause 4(A) Schedule-I (TOR) (Page44) It is mentioned that "...The Inception Report should clearly spell out the broad strategy for structuring the project and determining the viability gap funding assuming an IRR of 14%..."	Please confirm that Inception Report shall only spell out the broad strategy and no calculation shall be carried out to determine viability gap funding (VGF) at this stage. The calculation of VGF requires preparation of detailed Revenue Model along which cannot be carried out at this stage.	At the Inception Report stage, no calculation needs to be done to determine VGF. However, Consultant shall spell out the broad strategy for structuring the project and determining the VGF as detailed in para 4(A) of TOR.
62.	Section-2 Part D Clause 2.26 Page No. 31 of RFP Indemnity 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."	As per the general practice in Government consulting assignments the indemnity is capped at 1 times the value of the Agreement. Therefore, we request DFCCL to kindly consider modifying the referred clause to the following: "The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 1(one) times the value	Provisions of RFP will prevail.

S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
		of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services."	
63.	Schedule-II Clause 3.4.3 Page No.: 67 of RFP "..., 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, ..."	Typically in all Government consulting assignments the Consultant's liability with respect to damages caused to the client is capped at 5% to 10% of the Agreement value. Therefore, we request DFCCIL to kindly consider modifying the referred clause to the following: "..., 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) 5% of the Agreement Value set forth in Clause 6.1.2 of this Agreement, ..."	Provisions of RFP will prevail.
64.	Schedule-II Clause 3.4.4 Page No.: 67 of RFP "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	As per the general practice in Government consulting assignments the Liquidated Damages for error/variation is capped at 1times the value of the Agreement. Therefore, we request DFCCIL to kindly consider modifying the referred clause to the following:	Provisions of RFP will prevail.

S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
	subject, however, to a limit equal to 3 (three) times the Agreement Value."	" 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 1 (one) times the Agreement Value."	
65.	Schedule-II Clause 7.2.1 Page No. 74 of RFP " Liquidated Damages for error/variationthe Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value."	As per the general practice in Government consulting assignments the Liquidated Damages for error/variation should be subjected to a maximum of 5% to 10% of the Agreement Value. Therefore, we request DFCCIL to kindly consider modifying the referred clause to the following:" Liquidated Damages for error/variationthe Consultant by way of deemed liquidated damages, subject to a maximum of 5% of the Agreement Value."	Provisions of RFP will prevail.
66.	Schedule-II Clause 7.2.2 Page No. 74 of RFP " Liquidated Damages for delay in case of delay in completion of Services, 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 Agreement	As per the general practice in Government consulting assignments the LDs (if any) do not exceed 5% - 10% of the Contract value. Therefore, we request DFCCIL to kindly consider modifying the referred clause to the following" Liquidated Damages for delay in case of delay in completion of Services, solely attributable to the consultant, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent)	Provisions of RFP will prevail.

S. No	Clause / Page No.	Query / Suggestion	DFCCIL remarks
	Value shall be imposed and shall be recovered by appropriation...."	of the Agreement Value per day, subject to a maximum of 5% (five percent) of the Agreement Value shall be imposed and shall be recovered by appropriation...."	

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