

Response to Pre-BID Queries

Request for Proposal (RFP) for appointment of Support Consultant for Directorate of Institutional Finance, Government of Madhya Pradesh

Sr. No.	Reference to RFP	Queries / Clarification	DIF Response
1)	<p>RFP Pg No. 13</p> <p>Clause no. 2.2.2(D)</p> <p>PPP Expert cum Team Leader Educational Qualification: MBA/ CA/CFA or equivalent</p>	<p>We would like to bring your notice that there are several PPP experts in the market with different educational qualification than MBA/ CA/ CFA. There are experts with Masters or Post Graduate Degree in Engineering or Planning with relevant PPP experience who would be a great fit for the team.</p> <p>Thus, the qualification requirements may be modified as:</p> <p><i>Educational Qualification: MBA/ CA/ CFA/Masters in Management/ M. Tech or Post-Graduate in Engineering or Planning or equivalent</i></p>	No Change.
2)	<p>RFP Pg No. 13 & 14</p> <p>Clause no. 2.2.2(D)</p> <p>Banking Expert</p> <p>CA/CFA/ICWA/MBA (Finance)/ MBA(Banking) or equivalent</p> <p style="text-align: center;">or</p> <p>Retired Public Sector Senior Bank Officer Should have exposure of SLBC/ DLCC and banking matters related to government.</p> <p>Age Limit – 62 Years for retired Bank Officers.</p>	<p>Requirement of age limit of 62 years for retired bank officers seems to be restrictive. It would considerably be difficult for any prospective bidder to onboard a full time serving public sectorsenior bank officer with requisite experience to join for a 2 year consultancy assignment. A retired public sector senior bank officer would be relatively ideal for the expert position, however, the age limit of 62 years makes the requirement restrictive and difficult to search and onboard for Bhopal location for 2 years.</p> <p>Kindly remove the requirement of age limit from this clause.</p>	It is clarified that the age limit, i.e., 62 years will be counted for the proposal due date.

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3)	RFP Pg No. 14 Clause no. 2.2.2(D) Statistical Expert Educational Qualification: Post Graduate in Statistics/ Mathematics with Statistics as a subject/ Economics with Econometrics as a subject.	In addition to the educational qualification mentioned in the RFP, experts with MBA or equivalent degree also have similar work experience and profile. Thus, requesting to modify the clause to include MBA and equivalent degrees as well. Thus, the qualification requirements may be modified as: <i>Educational Qualification: Post Graduate in Statistics/ Mathematics with Statistics as a subject/ Economics with Econometrics as a subject/ MBA or equivalent</i>	No Change.
4)	RFP Pg No. 16 Clause no. 2.2.2(D) Revenue Consultant Length of Professional Experience 8 years of post – qualification experience in	We understand that the two positions of Revenue Consultants are to support the Revenue/ Taxation Expert, and thus the requirement of 8 years of post-qualification experience seems to be on the higher side. The requirement of length of experience may be kept similar to that of Data Analyst i.e. 3 (three) years of post-qualification experience.....	No Change.
5)	RFP Pg No. 13 to 16 Clause no. 2.2.2(D)	Based on our understanding of the scope of work and based on our past experience, we understand that there is requirement of 2 additional support consultants for the appraisal work and support to PPP Expert and Team Leader. These additional two appraisal consultant may be required to have the following qualifications: Educational Qualification: B. Arch./ BE/ B Tech in engineering plus M Tech/ ME / M Plan or MBA or equivalent Length of Professional Experience 3 years of post – qualification experience in Infrastructure sector in project financing, preparation of Revenue Model and/or Bid Documents, bid evaluation, etc.	No Change.

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6)	RFP Pg No. 13 to 16 Clause no. 2.2.2 (D)	In addition to the positions, we understand that there would be requirement of intermittent inputs from sectoral experts (infrastructure, transport, etc.) for the engagement. The inputs of such experts could be kept at 4 man months across total project duration of 24 months.	No Change.
7)	RFP Pg No. 12 Clause no. 2.2.2 (A) Technical Capacity: The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken a minimum of 10 (ten) Eligible Assignments in at least 5 Eligible Sectors as specified in Clause 3.1.4, of which at least 5 (five) should be PPP Projects	Given the pandemic affected two years of essential work life, and projects didn't really moved faster during the period, we understand that the applicant should be allowed to submit the eligible projects from past 15 (fifteen) years instead of current requirement of 10 (ten) years	Considering the pandemic effect, the applicant shall be allowed to submit the eligible projects from past 12 (Twelve) years instead of current requirement of 10 (Ten) years.
8)	RFP Pg No. 12 Clause no. 2.2.2(B) Financial Capacity: The Applicant shall have received an average of Rs.100 crore (Rs. Hundred crore) or US \$ 13.33 (Thirteen point Three Three) million per annum as professional fees during each of the three financial years preceding the PDD. For the avoidance of doubt, professional fee hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.	You would appreciate that this is a crucial engagement not only for DIF but also for the state. Further, it is a long-term engagement which requires proper planning and execution as well as ability to manage known and unknown risks during the tenure of the project. Thus, it is imperative that a well established and stable consulting firm with adequate resources to manage such crucial engagement is selected as prospective bidder. In the view of above, it is suggested to raise the financial capacity requirement of Rs. 100 Cr to Rs. 500 Cr per annum	No Change.

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9)	<p>RFP Pg No. 33</p> <p>3.1.3 Relevant Experience of the Applicant</p> <p>a) Minimum eligibility criteria (50%) - 10 Eligible Assignments out of which 5 should be PPP assignments in minimum 5 eligible sectors.</p> <p>b) For every Additional 1 PPP transaction projects OR 2 Other projects (as defined in the Clause 3.1.4), 5% additional marks can be awarded (maximum 50% marks) Note: Completion Certificate of the assignments issued by the client should be submitted along with the technical proposal.</p> <p>a) Minimum eligibility criteria (50%) – 5 Revenue / Taxation related assignments should be completed out of which 3 should be State non tax revenue related assignments completed.</p> <p>b) For every Additional 1 assignments 5% additional marks can be awarded (maximum 50% marks) Note: Completion Certificate of the assignments issued by the client should be submitted along with the technical proposal.</p>	<p>Please note that minimum eligibility criteria requires 10 eligible assignments. To attain full marks, a prospective bidder requires to have additionally 10 PPP transaction projects or 20 Other project. Thus, it requires 20-30 eligible assignments to attain the full marks. Similarly, to attain full marks, 15 eligible revenue/ taxation related assignments are required. We suggest that this requirement be reduced to 5-10 eligible assignments to ensure there is adequate competition among bidders. Kindly clarify/ confirm the following points:</p> <p>a) We understand that ongoing projects meeting the eligibility conditions would also be considered as eligible assignments. And copies of contract agreement, client certificate, etc. shall be considered as valid proofs. Kindly confirm</p> <p>b) We understand that “10 eligible assignments out of which 5 should be PPP assignments in minimum 5 eligible sectors” mean that the bidder has to provide PPP experience in minimum of 5 eligible projects.</p>	<p>For Project implementation unit (PPP related work) – No Changes in A & B.</p> <p>For Project implementation unit (Revenue/Taxation related work) - No Changes in A</p> <p>B) For every additional one assignment 10% additional marks can be awarded (maximum 50% marks) in place of current 05% additional marks.</p> <p>In remaining part of the clause, No Changes.</p>

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10)	<p>RFP Pg No. 33</p> <p>3.1.3 Relevant Experience of the Applicant</p> <p>Note: Completion Certificate of the assignments issued by the client should be submitted along with the technical proposal.</p>	<p>You would understand that in many instances, the Consultant may not get completion certificates even without any fault of the Consultant.</p> <p>We request that the Authority allows Work Order, Payment receipts, authentic publicly available document e.g. PIB notification, ABD/ WB/ KfW etc. reports supporting or corroborating the claim, self declaration, etc. be allowed as valid proof of completion of project.</p>	<p>Completion Certificate / Signed Concession Agreement of the assignment issued by the client for PPP Projects should be submitted along with the Technical proposal.</p> <p>For Revenue / Taxation related work, Completion Certificate / Substantial Completion certificate (work should be completed more than 60 %) by the client should be submitted along with the technical proposal.</p>
	<p>RFP Pg No. 39</p> <p>3.4 Combined and Final Evaluation</p> <p>Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows: $S = ST \times Tw + SF \times Fw$ Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall 0.7 and 0.3 respectively.</p>	<p>Given the crucial nature of the engagement and its potential impact over the state, we understand that it is imperative that we have QCBS criteria of 80:20 (Technical: Financial). Thus, requesting that the weights assigned to Technical Proposal and Financial Proposal shall be changed to 0.8 and 0.2 respectively.</p>	<p>No Change.</p>
11)	<p>RFP Pg No. 73</p> <p>3.4 Liability of the Consultant</p> <p>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</p>	<p>We request to remove linkage of the liability cap to the insurance policy (3.4.3 (b)) and keep the liability capped at the fees paid or alternatively capped at the contract value.</p>	<p>No Change.</p>

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	<p>respect to damage caused to the Authority's property, shall not be liable to the Authority:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(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.</p>		
12)	<p>RFP Pg No. 31</p> <p>2.25 Substitution of key personnel</p> <p>2.25.2 Without prejudice to the foregoing, substitution of the all Key Personnel shall be permitted first time subject to reduction of remuneration equal to 10% (ten per cent) of the total remuneration specified for the original Key Personnel who is proposed to be substituted.</p> <p>Second substitution of Key Personnel shall be permitted only subject to reduction of remuneration equal to 15% (Fifteen per cent) of the total remuneration specified for the substituted Key Expert. Any further substitution of Key Personnel shall be permitted only subject to reduction of remuneration equal to 20% (Twenty per cent) of the total remuneration specified for the substituted Key Expert.</p>	<p>You would appreciate that this is a long term engagement and that sometimes substitution of key personnel is inevitable and beyond control of the Consultant. While we agree that clause pertaining to reduction of remuneration on substitution of key personnel is important from clients perspective however, we request the percentages to be reduced and the clause be modified suitably as below:</p> <p>2.25.2 Without prejudice to the foregoing, substitution of the all Key Personnel shall be permitted first time subject to reduction of remuneration equal to 5% (five per cent) of the total remuneration specified for the original Key Personnel who is proposed to be substituted. Second substitution of Key Personnel shall be permitted only subject to reduction of remuneration equal to 10% (ten per cent) of the total remuneration specified for the substituted Key Expert. Any further substitution of Key Personnel shall be permitted only subject to reduction of remuneration equal to 15% (fifteen per cent) of the total remuneration specified for the substituted Key Expert.</p>	No Change.

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13)	<p>RFP Pg No. 80</p> <p>6.3 Mode of billing and payment</p> <p>6.3 c) The payment under this Clause 6.3 shall be made only after the Deliverables shall have been submitted by the Consultant and approved as satisfactory by the Authority. The services for any Deliverable shall be deemed completed and accepted by the Authority and the Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the services.</p>	<p>You would appreciate that for timely and smooth execution of the project, it is essential that deliverables are timely reviewed by the Authority and comments, if any are provided as soon as possible to the Consultant for rectification. We understand that a timeline of 30 (thirty) days for review of deliverables is sufficient and helps in smooth execution of project without unnecessary backlogs. Thus, we request the clause to be suitably modified as below:</p> <p>6.3 c) The payment under this Clause 6.3 shall be made only after the Deliverables shall have been submitted by the Consultant and approved as satisfactory by the Authority. The services for any Deliverable shall be deemed completed and accepted by the Authority and the Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 30 (thirty) days after receipt of the Deliverable unless the Authority, within such 30 (thirty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the services.</p>	No Change.
14)	<p>RFP Pg No. 9</p> <p>1.8 Schedule of Selection Process</p> <p>Proposal Due Date or PDD 1st July 2022 1500 Hrs.</p>	<p>You would appreciate that changes to the RFP conditions and requirement would affect the timelines for preparation of our proposal. Thus, requesting an extension of Proposal Due Date by minimum of 3 weeks from the date of issue of clarifications/ responses.</p>	No Change.
15)	<p>RFP Pg No. 13</p> <p>Clause: 2.2.2 (D)</p> <p>Para: 1</p>	<p>Understanding the said scope of work include advice & support to Directorate of Institutional Finance, Government of Madhya Pradesh in various ongoing and proposed activities, we further understand deployment of a multi-disciplinary team for advice and support required to successfully conclude the envisioned deliverables. In this regard, we request inclusion of following.</p>	No Change.

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		<p><u>Clause to be read as:</u></p> <p>1. Unit Name – Project Implementation Unit (PIU) (Team Leader)Educational Qualification - MBA/ CA/CFA/M. Plan/MTech or equivalent</p> <p>Unit Name – Tax Research Unit (TRU)- Revenue Consultant - Educational Qualification - BE /B Tech/BBA/B. Com/CA or equivalent plus MBA/PGDM/PGDBM with higher education will be preferred, Experience on Eligible Assignments - should have experience in data handling an interpretationusing Information Technology tools specifically Word, Excel, and Programming Language R, Python, SQL etc.) equivalent. Experience in Taxation and Revenue related matters. The experience of the Key Personnel should be clearly showcased in Form 8E1 & 8E2 for further evaluation.</p>	
16)	<p>RFP Pg No. 11</p> <p>Clause: 2.1.4</p> <p>Para: Revenue/ Taxation Expert</p>	<p>Since the scope of work of Revenue Experts in matters related to mining, transport, etc. are different from a Taxation Expert. It is recommended to have two separate positions one Expert for all Revenue related matters and the other for all Taxation matters. If the Authority could kindly consider the same.</p>	No Change.
17)	<p>RFP Pg No. 12</p> <p>Clause: 2.2.2</p> <p>Para: A. Technical Capacity</p>	<p>2.2.2. A Technical Capacity - With the influx of COVID 19 may we request the Authority to kindly increase the time from 10 years to 15 years .</p>	<p>Considering the pandemic effect, the applicant shall be allowed to submit the eligible projects from past 12 (Twelve) years instead of current requirement of 10 (Ten) years.</p>
18)	<p>RFP Pg No. 13</p> <p>Clause: 2.2.2</p> <p>Para: D. Statistical Expert</p>	<p>.2.2 D Statistical Expert</p> <p>Current Educational Qualification: Post Graduate in Statistics/Mathematics with Statistics as a subject/ Economics with Econometrics as a subject.</p> <p>Request for Modification:</p>	<p><u>Current Educational Qualification:</u> Post Graduate in Statistics/Mathematics with Statistics as a subject/ Economics with</p>

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		<p>As per the market experience Professional generally don't prefer to enroll to post graduation in Statistic (rather they generally intend to pursue other technical course),hence we request the Authority to keep the educational qualification as: "BSC in Statistics, with a MCA, MTech or any other post graduate degree with Statistics as a subject /Economics with Econometrics as a subject.</p>	<p>Econometrics as a subject. <u>Revised Educational qualification:</u> Graduation in Statistics with MCA / MTech or Post Graduate in Statistics/Mathematics with Statistics as a subject/ Economics with Econometrics as a subject.</p>
19)	<p>RFP Pg No. 16 & 17 Clause: 2.2.3 Para: 1</p>	<p>We understand that statutory auditors or CA certificate specifying fee received against each of the Eligible Assignments is required, we request you to amend the clause with consideration of self-certificate signed by signing authority.</p> <p><u>Clause to be read as:</u> The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years. and the Whereas fee received in respect of each of the Eligible Assignments specified in the Proposal can be submitted in the form of certificate signed by Statutory Auditor/CA/Self-certificate. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.</p>	No Change.
20)	<p>RFP Pg No. 31 Clause: 2.25.2 Para: 2</p>	<p>We understand that the Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority and therefore will not</p>	No Change.

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		<p>invite any deduction. Or We request the Authority to kindly make it a one-time deduction of Rs. 50,000 per instance of replacement rather than a deduction of fee going forward.</p> <p>It will be in the interest of the project as the bidders will be required to load this additional cost to its quote which shall inflate the cost of service.</p>	
21)	<p>RFP Pg No. 31</p> <p>Clause: 2.26</p> <p>Para: Indemnity</p>	<p>We request to cap the maximum deduction and penalty at 10%</p>	No Change.
22)	<p>RFP Pg No. 32</p> <p>Clause: 2.28</p> <p>Para: Execution of Agreement</p>	<p>We request to increase this period to a minimum period of 21 days as the same would not be possible in 7 days.</p>	No Change.
23)	<p>RFP Pg No. 32</p> <p>Clause: 2.29</p> <p>Para: Commencement of Assignment</p>	<p>We request to increase this period to a minimum period of 28 days as the same would not be possible in 7 days.</p>	No Change.
24)	<p>RFP Pg No. 34, 35 & 36</p> <p>Clause: 3.1.3</p> <p>Para: Serial No.2(a), 2(b), 2(c), 2(d), 2(e)</p>	<p>We understand that educational qualification of each resource required defined in clause 2.2.2 (D). Please Clarify under Criteria a) Educational Qualification, what is additional relevant qualification mean for each team resource requested.</p>	No Change.
25)	<p>RFP Pg No. 34</p> <p>Clause: 3.1.3</p> <p>Para: Serial No. 2(a)</p>	<p>We understand that Criteria c) Experience in relevant projects evaluates resource for eligible assignments undertaken, Please Clarify, can same assignment serve for both serial no. ii & iii.</p>	No Change.
26)	<p>RFP Pg No. 36</p>	<p>We understand for Applicant and Key Personnel of</p>	No Change.

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	Clause: 3.1.4 Para: Serial No. A (a) & (b)	Project Appraisal and Evaluation shall be as per clause A(a) & A(b), In case applicant have done both A(a) and A(b) works in a single assignment, that single assignment shall be allowed to quote under both the categories.	
27)	RFP Pg No. 37 Clause: 3.1.4 Para: Serial No. F	For better participation, we request you amend the clause as <u>Clause to be read as:</u> For Key Personnel of Revenue Consultant as specified in Item 2e1 & 2e2. of Clause 3.1.3. Experience in data handling an interpretation using Information Technology tools specifically, Word, Excel, and Programming Language R, Python, SQL etc.) equivalent.	No Change.
28)	RFP Pg No. 50, 77 & 120 Clause: 5.6.5, 4.6, Appendix - 1 Para: 1, 1, 1	All Clauses indicate financial expert, whereas no such expert position exists in the RFP document. Please Clarify	Please read 'Revenue Consultant' in place of 'Financial Expert' in clause 5.6.5 (Page-50), 4.7.5 (Page-78) and PPP cum Team Leader in clause 4.7(Page-77). \$ note on Page-108, Note-2 on Page – 118 , Note 1 on Page-120 and “ Financial Expert” on Page – 4 & Page -58 has been deleted.
29)	RFP Pg No. 70 Clause: 3.2.2 Para: Sr. No. ii	Clause 3.2.2 of Agreement is contradicting to clause 2.3.4 of RFP document. So we request you to kindly amend the clause 3.2.2 of agreement as suggested below. <u>Clause to be deleted or to be read as:</u> ii. The Consultant shall be disqualified, except the conditions of clause 2.3.4 of RFP document , to provide goods or works or services to any project which has been or maybe reviewed by the SLEC for PPP Projects during the duration of Consultancy Agreement	Content of clause 2.3.4 of RFP is hereby included as point no. 9 in the Guidance Note on Conflict of Interest Scheduled – 3 of Agreement.
30)	RFP Pg No. 9	Understanding the comprehensive documentational	No Change.

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	<p>Clause: 1.8</p> <p>Para: Sr. No. 6</p>	<p>requirements towards submission of eligible proposals, we kindly request to consider an extension of 4 weeks from publish date of responses to pre-bid queries.</p>	
31)	<p>RFP Pg No. 49</p> <p>Clause: 5.6</p> <p>Para: Additional Expert</p>	<p>The consultants shall always try to make its best effort to deploy the Additional Manpower as such deployment will only add to it fee payment. Since the nature of Additional Expert required is not prespecified this shall pose be an additional risk. This being an open requirement can also be beyond the control of the Consultant.</p> <p>May we request the Authority to kindly the term “appropriate correction /modification without any additional monetary consideration for such additional period.</p>	No Change.
32)	<p>RFP Pg No. 30</p> <p>Clause: 2.25 Substitution of Key Personnel</p> <p>Para: Substitution will, however, be permitted in exceptional circumstances if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority, with due approval of the authority.</p>	<p>We understand that the substitution of key resources will be allowed with no penalty in case of resignation, demise, disablement of the personnel (due to unforeseen circumstances or medical grounds), removed at the behest of the authority. Please confirm.</p>	No Change.
33)	<p>RFP Pg No. 31</p> <p>Clause: 2.25 Substitution of Key Personnel</p>	<p>The penalty clause stated is quite stringent. We request you to consider applying 5% penalty on the resource substitution. Hence, request you to modify it as below:</p>	No Change.

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	<p>Para: Without prejudice to the foregoing, substitution of the Key Personnel shall be permitted first time subject to reduction of remuneration equal to 10% (ten per cent) of the total remuneration specified for the original Key Personnel who is proposed to be substituted. Second substitution of Key Personnel shall be permitted only subject to reduction of remuneration equal to 15% (Fifteen per cent) of the total remuneration specified for the substituted Key Expert. Any further substitution of Key Personnel shall be permitted only subject to reduction of remuneration equal to 20% (Twenty per cent) of the total remuneration specified for the substituted Key Expert.</p>	<p>“Without prejudice to the foregoing, substitution of the Key Personnel shall be permitted subject to reduction of remuneration equal to 5% (5 per cent) of the total remuneration specified for the original Key Personnel who is proposed to be substituted.”</p>	
34)	<p>RFP Pg No. 33</p> <p>Clause: 3.1 Evaluation of Technical Proposals</p> <p>Para: In the first stage, the Technical Proposal will be evaluated on the basis of Applicant’s experience, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 60 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (ST).</p>	<p>Given the complexity of the assignment, it is imperative to have qualified applicants become eligible for financial evaluation. Hence, we request you to kindly update them as below:</p> <p>Only those Applicants whose Technical Proposals score 70 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (ST).</p>	No Change.
35)	<p>RFP Pg No. 33</p> <p>Project Implementation Unit (PIU)</p>	<p>To demonstrate Credential proof, we request you to kindly update supporting document statement, as below:</p>	<p>Completion Certificate / Signed Concession Agreement of the assignment issued by the client</p>

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	<p>Para: a) Minimum eligibility criteria (50%) - 10 Eligible Assignments out of which 5 should be PPP assignments in minimum 5 eligible sectors.</p> <p>b) For every Additional 1 PPP transaction projects OR 2 Other projects (as defined in the Clause 3.1.4), 5% additional marks can be awarded (maximum 50% marks)</p> <p>Note: Completion Certificate of the assignments issued by the client should be submitted along with the technical proposal.</p>	<p>“Completion Certificates/Client Letter/copy of duly signed concession agreement or any other documentary proof of successful transaction to be provided.”</p>	<p>for PPP Projects should be submitted along with the technical proposal.</p>
36)	<p>RFP Pg No. 33</p> <p>Project Implementation Unit (PIU)</p> <p>Para: Relevant Experience of the Applicant</p> <p>a) Minimum eligibility criteria (50%) – 5 Revenue / Taxation related assignments should be completed out of which 3 should be State non-tax revenue related assignments completed.</p> <p>b) For every Additional 1 assignment 5% additional marks can be awarded (maximum 50% marks)</p>	<p>The current criteria for the additional assignment is quite stringent in nature. Hence, we request you to kindly modify it as below:</p> <p>b) For every Additional 1 assignment 10% additional marks can be awarded (maximum 50% marks)</p>	<p>B) For every additional one assignment 10% additional marks can be awarded (maximum 50% marks) in place of current 05% additional marks.</p>
37)	<p>RFP Pg No. 33</p> <p>Project Implementation Unit (PIU)</p> <p>Para: Relevant Experience of the Applicant</p>	<p>Since most of the revenue projects are long terms projects, which run into multi years, we request you to kindly update as below.</p> <p>Note: Work Order/Phase Completion Certificate/ Completion Certificate of the assignments issued by the client should be submitted along with the technical</p>	<p>For Revenue / Taxation related work, Completion Certificate / Substantial completion certificate from the client should be submitted along with the technical proposal.</p>

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	<p>a) Minimum eligibility criteria (50%) – 5 Revenue / Taxation related assignments should be completed out of which 3 should be State non-tax revenue related assignments completed.</p> <p>b) For every Additional 1 assignment 5% additional marks can be awarded (maximum 50% marks) Note: Completion Certificate of the assignments issued by the client should be submitted along with the technical proposal.</p>	proposal.	
38)	<p>RFP Pg No. 38</p> <p>Clause: 3.4 Combined and Final Evaluation</p> <p>Para: Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows: $S = ST \times Tw + SF \times Fw$ Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall 0.7 and 0.3 respectively.</p>	<p>Given the complexity of the assignment, it is imperative to give more importance to the technical scores. Hence, we request you to kindly update them as below: Where, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall 0.8 and 0.2 respectively.</p>	No Change.
39)	<p>RFP Pg No. 67</p> <p>Clause: 2.9 Termination of Agreement</p> <p>Para: 2.9.2 By the Consultant</p>	<p>We request you to kindly consider adding the below provision in the agreement. The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if the Consultant reasonably determine that the Consultant can no longer provide the Services in accordance with applicable law or professional obligations.</p>	No Change.
40)	RFP Pg No. 73	We request you to modify the clause as below:	No Change.

Sr. No.	Reference to RFP	Queries / Clarification	DIF Response
	<p>Clause: 3.5 Accounting, inspection and auditing</p> <p>Para: The Consultant shall:</p> <p>(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc. and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges);</p> <p>and</p> <p>(b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.</p>	<p>The Consultant to provide the client or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the engagement, without granting access to the Consultant Firm's premises.</p>	
41)	<p>RFP Pg No. 74</p> <p>Clause: 3.8 Documents prepared by the Consultant to be property of the Authority</p> <p>Para: All reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or any Third Party) in performing the Services shall become</p>	<p>We request you to kindly add the below clause:</p> <p>The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Consultant own in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compile and retain</p>	No Change.

Sr. No.	Reference to RFP	Queries / Clarification	DIF Response
	<p>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>in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>	
42)	<p>RFP Pg No. 74</p> <p>Clause: 3.9 Materials furnished by the Authority</p> <p>Para: Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.</p>	<p>We request you to kindly add the below clauses:</p> <p>Client may not disclose any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”) or any portion or summary of a Report or refer to the Consultant or to any other the Consultant or the Consultant’s Person in connection with the Services to any third party.</p>	No Change.
43)	<p>RFP Pg No. 77</p> <p>Clause: 4.4 Substitution of Key Personnel</p> <p>Para: The Consultant should specifically</p>	<p>In compliance with the clause 2.25.2 on Substitution of Key Personnel, we request you to kindly delete the Clause 4.4.</p> <p>The Consultant should specifically note that substitution of the PPP Expert-cum-Team Leader will not normally be considered during the implementation</p>	No Change.

Sr. No.	Reference to RFP	Queries / Clarification	DIF Response
	note that substitution of the PPP Expert-cum-Team Leader will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. The PPP Expert-cum-Team Leader must commit the time required for and be available for delivering the Consultancy in accordance with the terms specified herein.	of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. The PPP Expert-cum-Team Leader must commit the time required for and be available for delivering the Consultancy in accordance with the terms specified herein.	
44)	RFP Pg No. 106 Clause: Form-7 - Abstract of Eligible Assignments of the Applicant Para: The Applicant shall provide the certificate from its Statutory Auditor/ Chartered Accountant that ordinarily audits the annual accounts of the Applicant	We understand that the Statutory Auditor/ Chartered Accountant certificate is to be provided only for the PPP transaction projects OR 2 Other projects (as defined in the Clause 3.1.4). The Statutory Auditor/ Chartered Accountant certificate is not to be provided for Revenue / Taxation related assignments.	No Change.
45)	RFP Pg No. 9 Clause: 1.8 Schedule of Selection Process Para: Proposal Due Date or PDD: 1st July 2022; 1500 Hrs.	Considering the number of credentials and key resources to be proposed, we request you to provide 3 weeks upon issuing the clarifications so as to provide us with sufficient time to submit a qualitative proposal.	No Change.

Authority response to Pre Bid Queries / Clarification shall be considered as a part of RFP document issued 27-05-2022 "Request for Proposal (RFP) for appointment of Support Consultant for Directorate of Institutional Finance, GoMP".