

**RESPONSE TO PRE-BID QUERIES - REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF SUPPORT CONSULTANT FOR
DIRECTORATE OF INSTITUTIONAL FINANCE, GoMP**

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| 1) | Clause 2.2.2 D Education qualification of PPP Expert cum Team Leader. | We request the Authority to also consider Masters in Planning (M. Plan or equivalent) as eligible education qualification for PPP Expert cum Team Leader position apart from MBA/CA/CFA or equivalent. | No change proposed. |
| 2) | Clause 2.2.2 D Education qualification of Treasury & Debt Management Expert MBA/CA/CFA/ICWA/MBA(Finance)/or equivalent | Please clarify if equivalent implies post-graduation degree in any relevant subject. | It is clarified that the term "equivalent" is only applicable for MBA/MBA (finance) wherein certain Institutions provide an equivalent certificate in Post Graduate Diploma/Degree. Further, the term "equivalent" shall not apply CA/CFA/ICWA. |
| 3) | Clause 3.2.2 The Consultant agrees that, during the term of this Agreement and after up to 1 (one) years from termination, the Consultant or any Associate thereof, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of 1 (one) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory | It is our understanding that the Consultant would be disqualified from providing services to any project which is reviewed by the Authority during the consultancy agreement. This restriction would apply to both PPP and non-PPP projects reviewed by the Authority. Request if you could please clarify. Also, please clarify the exact restrictions which the consultant would be subject on accounts of its involvement in this assignment | It is clarified that during the term of the Consultancy Agreement the selected Applicant should have no involvement in any assignment/ project which is proposed or being proposed under PPP Mode during the term of the Consultancy Agreement and shall be reviewed by SLEC for PPP projects. Please refer to Sr. No.-V of |

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| | <p>services provided to the Authority in accordance with the rules of the Authority.</p> <p><u>The Consultant shall be disqualified to provide goods or works or services to any project which has been or may be reviewed by the Authority during the duration of Consultancy Agreement.</u></p> | | Addendum. |
| 4) | <p>Clause 2.20</p> <p>Proprietary Data:</p> <p>Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority and shall be treated as strictly confidential.</p> | <p>We would request if the Authority can consider the following modification in the clause:</p> <p>Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority Consultant and shall be treated as strictly confidential.</p> | No change proposed. |
| 5) | <p>Clause 3.2, Scope not exhaustive</p> <p>The Scope of Services specified in this Clause 3 is not exhaustive and the Consultant shall undertake such other tasks which are necessary under this RFP.</p> | <p>We would request if the Authority can clarify and explain the overall scope not being exhaustive.</p> | <p>The Scope of Services as mentioned in Schedule-1, Terms of Reference (TOR) has been revised.</p> <p>Please refer to Sr. No.-II of Addendum.</p> |

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| 6) | <p>Clause 2.3</p> <p>Termination of Agreement:</p> <p>If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.</p> | <p>We would request if the Authority can consider deletion of this clause towards termination of the Agreement</p> | <p>No change proposed.</p> |
| 7) | <p>Clause 3.4</p> <p>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 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> <p>3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.</p> | <p>We would request if the Authority can consider amendment of the clause as follows:</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 respect to damage caused to the Authority's property, shall not be liable to the Authority:</p> <p>(i) for any indirect, direct or consequential loss or damage up to the Agreement value;</p> | <p>No change proposed.</p> |
| 8) | <p>Clause 3.5</p> <p>Accounting, Inspection & Auditing:</p> | <p>We would request if the Authority can consider deletion of this provision.</p> | <p>No change proposed.</p> |

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| | <p>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); 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> | | |
| 9) | <p>Clause 3.8</p> <p>Documents Prepared by the Consultant:</p> <p>3.8.1 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 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>3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory</p> | <p>We would request if the Authority can consider amendment of the clause as follows:</p> <p>3.8.1 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 and remain the property of the Consultant Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Consultant 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 Consultant as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the</p> | <p>It is clarified that the source code and other relevant documentation/information related to the software/ programme developed by the consultant during the Consultancy shall be handed over to the Authority and shall be the property of the Authority.</p> <p>Please refer to Sr. No.-XIII of Addendum.</p> |

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| | <p>thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.</p> <p>3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.</p> | <p>Authority may deem necessary to secure its rights herein assigned by the Consultant.</p> | |
| 10) | <p>Liquidated Damages & Penalty:</p> <p>7.1.2 The Authority shall recover the liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) month after the expiry of this Agreement pursuant to clause 2.4 hereof.</p> <p>7.1.3 The Consultant shall, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.</p> <p>7.2 Liquidated Damages</p> <p>7.2.1 Liquidated Damages for error/variation</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.</p> | <p>We would request if the Authority can consider deletion of this provision for liquidated damages since there are no deliverables involved and work of the Support Consultant is dependent upon the response to be received from the in-line departments.</p> | <p>No change proposed.</p> |

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| | <p>7.2.2 Liquidated Damages for delay</p> <p>In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.</p> | | |
| 11) | <p>Schedule of Selection Process:</p> <p>Proposal due date or PDD: 29th October 2018, 15:00 Hrs</p> | <p>We would request if the Authority can consider one week extension in the Proposal due date.</p> | <p>The revised Schedule is as follows:</p> <p>Schedule of Selection Process:</p> <p>Proposal due date or PDD: 15th November 2018, 15:00 Hrs</p> <p>Please refer Sr. No.-I of Addendum.</p> |
| 12) | <p>Page No. 10; Clause No. 2.1.1</p> <p>The term applicant (the "Applicant") means the Sole Firm or the Lead Member, as the case may be.</p> | <p>We request the authority to kindly amend the term Applicant to mean the Sole Firm or Consortium, as the case may be.</p> | <p>The clause has been revised as follows:</p> <p>The term applicant (the "Applicant") means the Sole Firm or the <u>Consortium Member</u>, as the case may be. <u>Further the number of Consortium members shall be limited 1 (one) Lead member and 1 (one) Consortium member.</u></p> |

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| | | | Please refer Sr. No.-III of Addendum |
| 13) | Page No. 11; 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. | We request the authority to kindly also consider the Technical Capacity of associates of the applicant. | As per Authority response no. 12 for the purpose of Technical Capacity the project undertaken by Consortium members in its name shall be considered for eligibility. |
| 14) | Page No. 12; Clause No. 2.2.2 (B): Financial Capacity: The Applicant shall have received an average of Rs.25 crore (Rs. twenty five crore) or US \$ 12.5 (twelve point five) 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. | We request the authority to kindly also consider the Financial Capacity of associates of the applicant. | As per Authority response no. 12 for the purpose of Financial Capacity the project undertaken by Consortium members in its name shall be considered for eligibility. |
| 15) | Page 24; Clause 2.15.2 (i) (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Key Personnel, accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected. | Please specify the frequency of travel expected for the personnel (approximately). Please clarify for travelling nationally for Official meetings outside Bhopal, if required (e.g.: Delhi, Mumbai etc.) Request to clarify which facilities to be provided by the client in client location (Internet connectivity)/Workstation/etc.)? | Please refer Note-4 of Form-2 (Appendix- II). It is clarified the Authority shall provide the office space with work station along with internet connection; however the necessary infrastructure in the office space shall be set up by the Consultant. Please refer Clause 7.3 of TOR (Appendix-I). |
| 16) | Clause 2.25.2: Without prejudice to the foregoing, substitution of the PPP Expert shall only be permitted subject to reduction of | Reduction of remuneration equal to 20% appears to be very stringent and it will only push the costing up. Therefore, we request | The revised clause will be as follows: Clause 2.52.2: |

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| | remuneration equal to 20% (twenty per cent) of the total remuneration specified for the original PPP Expert who is proposed to be substituted. | the authority to kindly restrict the reduction of remuneration to 5% for the first substitution & 10% for the second substitution. | <p>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 Expert who is proposed to be substituted.</p> <p>Any further substitution of Key experts shall be 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>This clause shall also apply for reeducation of remuneration in case of substitution of additional Key Personnel who are engaged as per clause 5.4 of Schedule-I, Terms of reference of RFP.</p> <p>Further, the Authority, at any point in time during the period of Consultancy, and at its sole discretion may direct the Consultant to substitute a Key Personnel without any monetary</p> |

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| | | | <p>ramification or any other form of obligation on the Authority.</p> <p>Please refer Sr. No.-IV of Addendum.</p> |
| 17) | <p>Page No. 31; Clause 3.1.3 Item 1: Relevant Experience of the Applicant</p> | <p>We request the authority to kindly consider the relevant experience of all the consortium members.</p> | <p>Please refer Authority response at Serial No. 12, 13 & 14 above.</p> <p>Please also refer to Sr. No.-III of Addendum.</p> |
| 18) | <p>Page No. 31; Clause 3.1.3 Item 1: Relevant Experience of the Applicant b) For every Additional 2 PPP transaction projects OR 4 Other projects (as defined in the Clause 3.1.4), 10% additional marks can be awarded (maximum 70% marks)</p> | <p>We request the authority to kindly amend this clause to the following: “b) For every Additional PPP transaction projects OR Other projects (as defined in the Clause 3.1.4), 14% additional marks can be awarded (maximum 70% marks)”</p> | <p>The revised scoring criteria to be used for evaluation of the Relevant Experience of the Applicant is proposed to be revised as follows:-</p> <p>a) Minimum eligibility criteria (30% 50%) - 10 Eligible Assignments out of which 5 should be PPP assignments in minimum 5 eligible sectors.</p> <p>b) For every Additional <u>1</u> 2 PPP transaction projects OR <u>2</u> 4 Other projects (as defined in the Clause 3.1.4), <u>5%</u> 10% additional marks can be awarded (maximum 70% 50% marks).</p> |

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| | | | Please refer to Sr. No.-VI of Addendum. |
| 19) | Page No. 32; Clause 3.1.4 : (i) (a) preparation of transaction / bid documents and management of transaction / bid process or other similar transaction advisory assignments in relation to the bidding process or other transactions, for an infrastructure project in one of the Eligible Sector, undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost (excluding land) of at least Rs. 50 crore (Rupees fifty crore) in case of a project in India, and US \$ 25 million for infrastructure projects undertaken elsewhere through PPP or other forms of private participation (the “PPP Transaction Projects”); | We request the authority to kindly amend this clause as follows: “preparation of transaction/bid documents and management of transaction / bid process or other similar transaction advisory assignments in relation to the bidding process or other transactions, for an infrastructure project in one of the Eligible Sector, undertaken through Public Private Partnership (PPP) or other forms of private participation (the “PPP Transaction Projects”). | No change proposed. |
| 20) | Page No. 33; Clause 3.1.4 : (i) (b) Preparation of techno-economic feasibility report/ detail project report, preparation of revenue model and other similar assignments in relation preparation of an infrastructure project in one of the Eligible Sector, being executed through PPP or otherwise, having an estimated capital cost (excluding land) of at least Rs. 50 crore (Rupees fifty crore) in case of a project in India, and US \$ 25 million for projects elsewhere, provided that the payment of professional fee to the Applicant was at least Rs. 5 lakh (Rupees five lakh) in case of a project in India, and US \$ 25,000 (US\$ twenty five thousand) for any infrastructure project elsewhere (the “Other Projects”) | We request the authority to kindly amend this clause as follows: “Preparation of techno-economic feasibility report/ detail project report, preparation of revenue model and other similar assignments in relation preparation of an infrastructure project in one of the Eligible Sector, being executed through PPP or otherwise, having an estimated capital cost (excluding land) of at least Rs. 25 crore (Rupees fifty crore) in case of a project in India, and US \$ 12.5 million for projects elsewhere for any infrastructure project elsewhere (the “Other Projects”) | No change proposed. |
| 21) | Page No. 33; Clause 3.1.4 Eligible Assignments /Projects & Eligible Sector: Further it may be noted that all Eligible Assignments relating to projects (as specified in Cause 3.1.4 (i), a) based on the same | We request the authority to kindly drop this clause as different assignments under the same Model Concession Agreement have separate financial models, financial closure | The revised clause is: Further it may be noted that all Eligible Assignments relating to projects (as |

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| | Model Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment. | and Project cost. | specified in Cause 3.1.4 (i), a) based on the same Model Single Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment. Please refer to Sr. No.-VII of Addendum. |
| 22) | Page No. 33 Clause 3.1.4 (ii) A) following sectors shall deemed as eligible sectors (the "Eligible Sector"): | We request you to please add the following sector as part of eligible sectors : • Telecommunication sector | No Change proposed. |
| 23) | Page No. 41; Clause No. 2 : OBJECTIVE (iii) The Key Personnel shall work out of the office of the Authority or any other office as provided by the Authority; Page No. 48: Clause 7.3: The Consultant shall establish a Project Office at the site provided by the Authority. All the Key Personnel shall be deployed at this office as specified in the Manning Schedule forming part of the Agreement. The authorised officials of the Authority may visit the Consultant's Project Office at any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Key Personnel as specified in Clause 2.1.4 to carry out the operations from the Head/Home Office. | These clauses are in contradiction to each other. We request the authority to kindly clarify whether the consultant would be provided an office by the authority or shall have to set up own office. | It is clarified the Authority shall provide the office space with work station along with internet connection; however the necessary infrastructure in the office space shall be set up by the Consultant. |
| 24) | Page 42; Clause 4: Deliverables The Consultant shall undertake/deliver the services on request of the Authority and the Consultant shall undertake/deliver the required services promptly within 7 days or within the time period agreed with the Authority (the "Deliverables") during the course of | For better quality delivery, it is suggested to revise the timelines from 7 days to 1 fortnight i.e. 15 days or within the time period agreed with the Authority. The delivery of services can be defined based on the quantum of work and fixing 7 days etc. | The revised clause is as follows: The Consultant shall undertake/deliver the services on request of the Authority and the Consultant |

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| | this Consultancy. | at this stage may be re-visited. | shall undertake/deliver the required services promptly within 7 days or within the time period <u>assigned by</u> agreed with the Authority (the "Deliverables") during the course of this Consultancy. Please refer to Sr. No.-VIII of Addendum. |
| 25) | Page 43; Clause 5, TIME AND PAYMENT SCHEDULE | Since the engagement is resource incentive, it is requested to provide 10% of the contract fee as advance mobilization. This is as per best practices and followed across various funded engagements and rest of the payments should be made as equal quarterly payments against contractual period. | No change proposed. |
| 26) | Page 43; Clause 5.2: The duration of the Consultancy may be extended for the period maximum up to 2 years at the sole discretion of the Authority, with an annual escalation of 5% (five percent) in the man-month rates (over the quoted man month rate in the Financial Proposal) of the Key Personnel, during the extension period. | Please consider increasing the annual escalation to 10% given the tenure of the assignment and the level of complexity required. This is as per industry practice as can be seen in various other GoMP tenders. | No change proposed. |
| 27) | Page No. 43; Clause No. 5.3: Payment for the Services shall be based on actual number of man days of the Key Personnel deployed by the Consultant, but always subject to the duration specified in Clause 5.5. | We request the authority to pay the fees for the entire month as the entire team is being deployed on full time basis for this project | No change proposed in the relevant clause. |
| 28) | Page No. 43; Clause No. 5.4 If professional fees are quoted in terms of person months, then daily fee rate for inputs that are a fraction of a month will be calculated by dividing the monthly rate by 30 for arriving at a daily rate for each calendar day. Remuneration will be payable | Apart from Government of Madhya Pradesh Holidays, at least 24 days of paid leave shall be allowed to the Key Experts per year in order to enable them to visit their respective home towns. | No change proposed in the relevant clause. It is further clarified that 1(one) day paid casual leave will be allowed each month, |

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| | for intervening Government of Madhya Pradesh Holidays and weekends, except for the weekend that falls at the end of a particular input time. The day of arrival and departure will be considered as working days provided the time of arrival is in the AM and the time of departure is in the PM. One day paid Casual Leave per month subject to prior approval of 3 (three) days of the Authority shall be allowed to each Key personnel, but shall not be accumulated during the calendar year. Further, it is clarified that any Additional Expert deployed as per Clause 5.6 shall not be entitled for casual leave. | It is also assumed that other benefits as extended to Government of Madhya Pradesh would be extended to the Key Personnel with respect to sick leaves etc. No deduction in the remuneration/fees to the Consultant is expected in the above scenarios. | subject to obtaining prior approval of the Authority at least 3 (three) days in advance. |
| 29) | Page 73; Clause 6.3, a (i), No payment shall be due for the month till the Consultant completes to the satisfaction of the Authority the work pertaining to any pending Deliverable, extension of which has not been explicitly agreed by the Authority, payment shall be due and payable by the Authority for the time spent during each calendar month; and | The acceptance of deliverables etc. are currently very open ended and it is requested to release at least 90-95 % of the payment on submission and remaining 5-10% of the payment post approval and within 30 days of deliverables submission. Further, in case of non-acceptance of the deliverables, reasons of such non-acceptance should be clearly given in writing to the Consultants for rectifying the same in the agreed time period. | No change proposed in the relevant clause. |
| 30) | Page 74; Clause 7.1.1: For the purposes of this Agreement, performance security shall be an amount equal to 10% (ten per cent) of the Agreement Value (the "Performance Security"); required to be provided in the form of a bank guarantee. | We request the authority to kindly reduce the performance security to an amount equal to 5% (five per cent) of the Agreement Value | No change proposed in the relevant clause. |
| 31) | Page 74; Clause 7.2.2: Liquidated Damages for delay In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons | As an industry practice, LD should be kept maximum of 5% of project value hence it is requested to modify. | No change proposed in the relevant clause. |

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| | beyond the control of the Consultant, suitable extension of time shall be granted. | | |
| 32) | Form 5 & Form 7 | Certification by statutory auditor is a time consuming process. Therefore we request the authority to kindly accept these forms certified by Chartered Accountant even if company has statutory auditor. | In Form 5 & Form 7 it has already been mentioned that Applicant may provide the certificate from Chartered Accountant that ordinarily audits the annual accounts of the Applicant |
| 33) | Page No. 111 - 112; APPENDIX-II Form-2 Financial Proposal; Notes: Point No. 2: Payment for the Services of the Key Personnel shall be based on actual number of man days of the Key Personnel deployed by the Consultant, but always subject to the duration specified in Clause 5.5 of the TOR. | We request the authority to kindly make a commitment to pay the key personnel's remuneration quoted in Total Amount (Column Z) of Form 2. | The payment shall be made on the basis of the actual man day's deployment of the respective key personnel. |
| 34) | In Form 7 footnote, it says "The Applicant should provide details of only those assignments that have been undertaken by it under its own name." | Would a contract in which we are subcontractor be counted as eligible assignment? | It is clarified that a contract in which the Applicant has worked as a subcontractor shall not be counted as eligible assignment |

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| 35) | Form 8A and Form 9A and Form 10 A are deleted. | Does that mean the applicant and key personnel do not need to provide details of experience on assignments which may not satisfy criteria for eligible assignment but are still relevant to the scope of work and sector. Also clarify, whether such assignments will be scored or not? | <p>The details of eligible assignments of Applicant and key Personnel as desired in the RFP are required to be submitted in the relevant forms.</p> <p>For key personnel mentioned in Treasury & Debt Management Unit and Statistical, Big data analysis & Forecast Unit, a separate form- 8A & 8B has been incorporated respectively.</p> <p>Please refer to Sr. No. IX of Addendum wherein form 8 has been revised and two new forms 8A and 8B has been inserted. Further Form 11 has also been revised.</p> |
| 36) | Form 2 specifies "The aforesaid fees, payable to the Consultant in accordance with the Financial Proposal, shall cover the costs of local telephone/fax, reasonable amount of in-house photocopying and stationery and costs of support staff. No additional charges in respect thereof shall be due or payable." | Does the remuneration for key personnel cover accommodation and conveyance cost as well? | The clause is self-explanatory and the payment shall be made according to the man month rate as specified in Form-2 of Appendix-II. For outstation travel please refer to Note-4 of Form-2 of Appendix-II. |
| 37) | Exchange rate for USD/INR is 65 for eligible assignments of applicant and 70 for eligible assignments of key personnel. | Please confirm the exchange rate to be used. | <p>The exchange rate applicable would be Rs. 70 per US\$.</p> <p>Please refer to Sr. No. X Addendum.</p> |

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| 38) | Clause 2.1.4 states onsite time requirement of 24 months for all experts. | Can the consultant specify home time for some of the experts? If yes, then for whom? | The onsite time requirement specified in Clause 2.1.4 is 24 month. This requirement is on Full time basis. |
| 39) | <p>Page 14, 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 past three financial years 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 Accountants that ordinarily audits the annual ac-counts of the Applicant.</p> | <p>Please clarify whether a separate CA certificate is required confirming to the fee received for each of the Eligible Assignments of the APPLICANT?</p> <p>Further, with reference to the Clause 3.1.4. (i) A. b) of Page 33, the minimum payment received for the services towards Eligible Assignment shall be at least Rs. 5 lakh only. Please confirm.</p> | <p>Please refer to Form-7 which is self explanatory.</p> <p>The relevant clause is self-explanatory.</p> |
| 40) | <p>Page 43, Clause 5.2</p> <p>The duration of the Consultancy may be extended for the period maximum up to 2 (two) years at the sole discretion of the Authority, with an annual escalation of 5% (five percent) in the man-month rates (over the quoted man month rate in the Financial Proposal) of the Key Personnel, during the extension period. All other terms & conditions including those under Clause 4.4 of the Agreement (Substitution of Key Personnel) shall remain the same during the extension period and hold true as if the Consultancy has been procured for a period totaling project duration and extension period. In the event of extension under this Clause 5.2, the time input of Key Experts shall increase in proportion of such extension. In the event of extension of services the value of Consultancy Agreement shall be increased proportionately as detailed below:</p> | Please confirm whether the Consultant team's Man-month rates shall be entitled for a 5% increase during the second year of Consultancy Services under the on-going Contract? | The clause is self-explanatory. |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response | | | | | | | | | | | | | | | | | | | | | | |
|---------|---|---|-------------------------------|----------------|----------|----|---------------------------------------|------------------------|-----------|------------------|-----------|----|---------------------------------|-----------------------------------|-----------|--------------------|-----------|----|--|--------------------|-----------|--------------|-----------|---|--|
| | <table border="1" data-bbox="300 285 936 415"> <thead> <tr> <th>Year</th> <th>% Increase in Agreement value</th> <th>Man-month Rate</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>-</td> <td>100%</td> </tr> <tr> <td>2.</td> <td>5%</td> <td>105%</td> </tr> <tr> <td>3.</td> <td>5%</td> <td>110.25%</td> </tr> <tr> <td>4.</td> <td>5%</td> <td>115.76%</td> </tr> </tbody> </table> | Year | % Increase in Agreement value | Man-month Rate | 1. | - | 100% | 2. | 5% | 105% | 3. | 5% | 110.25% | 4. | 5% | 115.76% | | | | | | | | | |
| Year | % Increase in Agreement value | Man-month Rate | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | - | 100% | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | 5% | 105% | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | 5% | 110.25% | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | 5% | 115.76% | | | | | | | | | | | | | | | | | | | | | | | |
| 41) | <p>Page 44, Clause 5.5</p> <p>The input months for each member of Consultancy Team is as specified below:</p> <table border="1" data-bbox="289 591 1035 836"> <thead> <tr> <th>Sr.no.</th> <th>Unit Name</th> <th>Expert</th> <th>Duration</th> </tr> </thead> <tbody> <tr> <td rowspan="2">1.</td> <td rowspan="2">Project Appraisal and Evaluation Unit</td> <td>PPP Expert/Team Leader</td> <td>24 Months</td> </tr> <tr> <td>Financial Expert</td> <td>24 Months</td> </tr> <tr> <td rowspan="2">2.</td> <td rowspan="2">Treasury & Debt Management Unit</td> <td>Treasury & Debt Management Expert</td> <td>24 Months</td> </tr> <tr> <td>Research Associate</td> <td>24 Months</td> </tr> <tr> <td rowspan="2">3.</td> <td rowspan="2">Statistical, Big data analysis & Forecast Unit</td> <td>Statistical Expert</td> <td>24 Months</td> </tr> <tr> <td>Data Analyst</td> <td>24 Months</td> </tr> </tbody> </table> | Sr.no. | Unit Name | Expert | Duration | 1. | Project Appraisal and Evaluation Unit | PPP Expert/Team Leader | 24 Months | Financial Expert | 24 Months | 2. | Treasury & Debt Management Unit | Treasury & Debt Management Expert | 24 Months | Research Associate | 24 Months | 3. | Statistical, Big data analysis & Forecast Unit | Statistical Expert | 24 Months | Data Analyst | 24 Months | <p>As per the scope of work, we understand that majority of the services is to be carried out by the PPP and Financial expert and the responsibilities of other experts shall be based on the requirements of various line departments and as and when they want to get any specific work done.</p> <p>In consideration of the above, we feel that the availability of Treasury & Debt Management Expert and Statistical Expert is not necessary for the entire 24 months and hence wish to submit to the Authority to revise the duration requirement of Treasury & Debt Management Unit and Statistical, Big Data Analysis & Forecast unit.</p> | <p>The entire Consultancy assignment has been divided in to three units and all these units shall be required to be deployed for the entire duration of the Consultancy.</p> <p>Further Treasury & Debt Management Unit and Statistical, Big Data Analysis & Forecast unit shall be working in close coordination with the Authority giving their inputs on a day to day basis, as well as working on longer term tasks.</p> |
| Sr.no. | Unit Name | Expert | Duration | | | | | | | | | | | | | | | | | | | | | | |
| 1. | Project Appraisal and Evaluation Unit | PPP Expert/Team Leader | 24 Months | | | | | | | | | | | | | | | | | | | | | | |
| | | Financial Expert | 24 Months | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Treasury & Debt Management Unit | Treasury & Debt Management Expert | 24 Months | | | | | | | | | | | | | | | | | | | | | | |
| | | Research Associate | 24 Months | | | | | | | | | | | | | | | | | | | | | | |
| 3. | Statistical, Big data analysis & Forecast Unit | Statistical Expert | 24 Months | | | | | | | | | | | | | | | | | | | | | | |
| | | Data Analyst | 24 Months | | | | | | | | | | | | | | | | | | | | | | |
| 42) | | <p>Further, considering the scope of work, it can be observed that majority of the work is to be carried out with respect to PPP Projects and not with regard to Treasury or Big Data Analysis. Hence, it is suggested to remove these experts from the scoring and evaluation criteria and instead replace with experts in Policy, Financial and PPP Structuring background.</p> <p>In this context, we feel that the PMU team</p> | No change proposed. | | | | | | | | | | | | | | | | | | | | | | |

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| | | may be requiring at least 2 PPP Experts (Senior and Associate), 2 Financial Experts (Senior and Associate) and 1 Policy Expert on FULL TIME BASIS. | |
| 43) | Page 48, Clause 7.3 The Consultant shall establish a Project Office at the site provided by the Authority. All the Key Personnel shall be deployed at this office as specified in the Manning Schedule forming part of the Agreement. The authorised officials of the Authority may visit the Consultant's Project Office at any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Key Personnel as specified in Clause 2.1.4 to carry out the operations from the Head/Home Office. | We believe that the word "SITE" shall probably mean a room/cabin/ workstation desk comfortable for seating of at least 6 people with all the basic amenities to connect the necessary devices for charging and undertaking work. Also, please elaborate on the entity that will be responsible for all the stationeries and printing of reports and other necessities which may be required for reporting purpose. | Please refer to Authority response at Sl. No. 23 |
| 44) | Page 66, Clause 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof | It is requested that the Liability should be limited to the 100% of the Contract Value only. | Please refer to Clause 3.4.4 of Schedule-II. |
| 45) | | The document allows for bidding in consortium. Please clarify the number of entities which can come together and form the consortium. Further, we believe that the Consortium shall jointly be responsible for meeting the eligibility and scoring credentials. Please confirm. | Please refer to Authority response at sr. no. 12, 13 & 14 above. Please refer to Sr. No.-III of Addendum |
| 46) | Clause 2.3.4 For the avoidance of doubt, an Applicant eventually appointed to provide Consultancy for this Project, shall be disqualified to provide goods or works or services to any project which has been or may be reviewed by the Authority, SLEC or DIF during the duration of Consultancy Agreement. | We request you to please clarify this clause. as per our understanding, this clause may restrict the firms to participate in any bid in Madhya Pradesh as nearly every bid is reviewed by State Level Empowered Committee (SLEC) or DIF. <u>If it is inline our interpretation then we request you to please removed this clause.</u> | It is clarified that State Level Empowered Committee (SLEC) for PPP projects review only PPP projects. Further please refer Authority response at Serial no. 3. |

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| | | | Please refer to Sr. No. V of Addendum. |
| 47) | <p>Clause 3.1..3</p> <p>1. Relevant Experience of the Applicant</p> <p>b) For every Additional 2 PPP transaction projects OR 4 Other projects (as defined in the Clause 3.1.4), 10% additional marks can be awarded (maximum 70% marks)</p> | <p>The required nos. of projects with specific nature; is on very higher side and shall limit the participation of capable firms. Only limited firms would be benefitted by the defined evaluation criteria, Hence it is requested to revisit the clause as requested below.</p> <p>Current Criteria: <u>To achieve 70% marks, firm needs either 14 Projects of PPP transaction or 28 other Projects as per 3.1.4.</u></p> <p><u>Modification Requested:</u></p> <p>For every Additional <u>1 PPP</u> transaction projects OR <u>2 Other projects</u> (as defined in the Clause 3.1.4), 10% additional marks can be awarded (maximum 70% marks)</p> <p><u>Note: Requested modification will relax the criteria i.e. Achieving 70% marks requires either 7 Projects of PPP transaction or 14 Projects as per 3.1.4.</u></p> | <p>Please refer to Sr. No. 18 of Authority response.</p> <p>Please refer to Sr. No. VI of Addendum.</p> |
| 48) | <p>Clause 3.1.3</p> <p>2.a Project Appraisal and Evaluation Unit</p> <p>a) Educational Qualification = 30%</p> <p>ii. Additional relevant qualification= 10%</p> | <p>We request you to please provide the details about "Additional relevant Qualification" since its' an open ended criteria with 10% marking OR it would be better if marking shall be restricted with defined qualification only</p> | <p>It is clarified that "Additional relevant Qualification" shall be assessed by the Authority during the Evaluation process. The Applicant is</p> |

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| | | | advised to provide complete details of "Additional relevant Qualification". |
| 49) | <p>b) Number of years of relevant experience</p> <p>ii. Any additional number of years of experience maximum upto 5 years (2% mark for each year)</p> | <p>The years of experience sought from PPP expert is on higher side i.e. resource must have 15 years of experience to obtain full marks. Also gap between the base criteria marking and maximum marking is too high. hence it is requested to revisit the clause as below:</p> <p><u>Modification requested:</u></p> <p><u>"ii. Any additional number of of years of experience maximum up to 2 years (5% marks for each year)"</u></p> | No change proposed. |
| 50) | <p>Clause 3.1.3</p> <p>c) Experience in relevant projects = 40 %</p> <p>ii. Any additional number of Eligible Assignment maximum up to 5 assignment (2% marks for each additional Eligible Assignment)</p> | <p>Point D of Page 11 Eligibility of Key Personnel- already defines detailed criteria for expert and further; defining more stringent parameters for resource selection by said clause; would put the firm on disadvantaged side as resource would always have an upper hand because of limited availability of resources in industry against defined criteria. It is requested to allow firm's accountability on delivery front rather resource and consider the change in clause as stated below:</p> <p><u>Modification requested:</u></p> <p>"ii. Any additional number of Eligible</p> | No change proposed. |

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| | | Assignment maximum up to 2 assignment (5% marks for each additional Eligible Assignment)" | |
| 51) | <p>Clause 2.25.3</p> <p>Without prejudice to the foregoing, substitution of the PPP Expert shall only be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the original PPP Expert who is proposed to be substituted.</p> | <p>In certain un-avoidable circumstances especially on account of poor performances; the candidate may have upper hand and the firm will be at loss; as lesser control will be there on the candidate. In addition, there are circumstances which are beyond the control of the firm hence keeping such clause doesn't look feasible.</p> <p>This is resource centric clause and favors more the candidate and lesser the firm and hence requests you to delete this clause in interest of project.</p> | <p>Further please refer Authority response at Serial no.16</p> <p>Please refer to Sr. No. IV of Addendum</p> |
| 52) | <p>Clause 3.1.3</p> <p>2.b Treasury & Debt Management Unit</p> <p>a) Educational Qualification = 50 %</p> <p>ii. Additional relevant qualification</p> | <p>We request you to please provide the details about "Additional relevant Qualification" since its' an open ended criteria with 10% marking OR it would be better if marking shall be restricted with defined qualification only</p> | <p>It is clarified that "Additional relevant Qualification" shall be assessed by the Authority during the Evaluation process. The Applicant is advised to provide complete details of "Additional relevant Qualification" .</p> |
| 53) | <p>Clause 3.1.3</p> <p>b) Number of years of relevant experience = 50 %</p> <p>ii. Any additional number of years of experience maximum up to 5 years (3% marks for each year)</p> | <p>The years of experience sought from expert is on higher side i.e. resource must have 13 years of experience to obtain full marks and Also gap between the base criteria marking</p> | <p>The revised clause as follows:</p> <p>Clause 3.1.3</p> |

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| | | <p>and maximum marking is too high. hence it is requested to revisit the clause as below:</p> <p><u>Modification requested:</u></p> <p>"ii. Any additional number of years of experience maximum up to <u>3 years</u> (<u>5% marks</u> for each year)"</p> | <p>b) Number of years of relevant experience = 50 %</p> <p>ii. Any additional number of years of experience maximum up to <u>3</u> 5 years (<u>5%</u> 3% marks for each year)</p> <p>Please refer to Sr. No. XI of Addendum.</p> |
| 54) | <p>Clause 5.1</p> <p>Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.</p> | <p>We request you to allow the firm to participate in the Pre-bid meeting before buying the RFP. We will ensure that, while submitting the proposal, firm will submit the DD against purchase of RFP</p> | <p>The Pre Bid is open for all prospective Applicants irrespective of procurement/ download of RFP document.</p> |
| 55) | <p>Clause 5</p> <p>Time and Payment Schedule</p> | <p>Since the engagement is resource incentive, it is requested to provide 10% of the contract fee as an advance for team mobilization. This is as per best practices followed across various funded engagements</p> | <p>No change proposed.</p> |
| 56) | <p>Clause 6.3</p> <p>(i) No payment shall be due for the month till the Consultant completes to the satisfaction of the Authority the work pertaining to any pending Deliverable, extension of which has not been explicitly agreed by the Authority, payment shall be due and payable by the Authority for the time spent during each calendar month; and</p> | <p>The acceptance of deliverables may not be kept open ended hence submission should ensure 90% of the payment against submission and remaining can be disbursed post approvals.</p> | <p>No change proposed.</p> |

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| 57) | 1.8 Schedule of Selection Process Proposal Due Date or PDD - 29th October 2018; 1500 Hrs. | Kindly extend the bid submission date by <u>2 weeks</u> post issuance of query response and corrigendum. This will help us in ensuring submission of quality proposal | Further please refer Authority response at Serial no. 11. Please refer to Sr. No. I of Addendum. |
| 58) | Clause 2.2.2 (D) PPP Expert-cum-Team Leader (the “PPP Expert”): Length of Professional Experience: 10 years post qualification experience in physical Infrastructure sector in project financing, preparation of Revenue Model and/or Bid Documents etc. | Under section 3 and subsection 3.1.3 its clearly mention that additional marks will be given to resource having additional year of experience. Hence request to kindly reduce the minimum year of experience from "10 years to 8 years". <u>Modification requested:</u> "8 years post qualification experience in physical Infrastructure sector in project financing, preparation of Revenue Model and/or Bid Documents etc." | No change proposed. |
| 59) | 2.2.2 (D) PPP Expert-cum-Team Leader (the “PPP Expert”): Experience on Eligible Assignments: led the team in preparation of Revenue Model and/or Bid Documents for 8 (eight) Eligible Assignments. | Under section 3 and subsection 3.1.3 it's clearly mention that additional marks will be given who meet the minimum eligibility criteria for Eligible Assignment. Hence request to kindly reduce the minimum Eligible Assignment from "8 to 5". <u>Modification requested:</u> "Led the team in preparation of Revenue Model and/or Bid Documents for 5 (five) Eligible Assignments." | No change proposed. |
| 60) | 2.2.2 (D) Financial Expert: | Under section 3 and subsection 3.1.3 it's clearly mention that additional marks will be given to resource having additional year of | No change proposed. |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response |
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| | <p>Length of Professional Experience: 8 years post qualification experience in the field of project financing, Project Appraisal and Investment Analysis.</p> | <p>experience. Hence request to kindly reduce the minimum year of experience from "8 years to 5 years". <u>Modification Requested:</u> 5 years post qualification experience in the field of project financing, Project Appraisal and Investment Analysis.</p> | |
| 61) | <p>2.2.2 (D) Financial Expert: Experience on Eligible Assignments: He should have worked as financial expert in at least 5 (five) Eligible Assignments ,</p> | <p>Under section 3 and subsection 3.1.3 it's clearly mentioned that additional marks will be given who meet the minimum eligibility criteria for Eligible Assignment. Hence request to kindly reduce the minimum Eligible Assignment from "5 to 3". <u>Modification requested:</u> He should have worked as financial expert in at least 3 (three) Eligible Assignments</p> | No change proposed. |
| 62) | <p>2.25.2 Without prejudice to the foregoing, substitution of the PPP Expert shall only be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the original PPP Expert who is proposed to be substituted.</p> | <p>The replacement criteria already asked for replacement with equal and better profiles hence it is requested to remove or relax the clause. <u>Modification requested:</u> The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Experts except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to two Key Expert subject to equally or better qualified and experienced</p> | <p>Further please refer Authority response at Serial no. 16. Please refer to Sr. No. of IV of Addendum.</p> |

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| | | personnel being provided to the satisfaction of the Authority. | |
| 63) | 2.2.3 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 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 Accountants that ordinarily audits the annual ac-counts of the Applicant. | Request you to kindly modify this clause as below: 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. <u>Suggestions :</u> <i>"Request you to please allow confirmation through Work Order /Contract/Self-Declaration certificate from authorized signatory for the fee received in respect of each of the Eligible Assignments specified in the Proposal".</i> | No change proposed. |
| 64) | NA Data Analytics Tool | it is suggested to allow the experts to propose the DA tool in compliance to the scope of work, this would empower the resources in designing and development of dashboards with familiar and relevant skill set and it would also benefit DIF in obtaining required interfaces in comparatively less time. it is also requested to add the line of item in financial bid for quoting the relevant costing of the tool with adequate licenses. | No change proposed. |
| 65) | Terms of Reference 1. Objectives | We understand that the role of the consultant shall be to provide technical support the DIF in aspects mentioned herein. | It is clarified that the consultant will not be given the responsibility of Fund |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response |
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| | (viii) Providing inputs on Banking, Cash, Debt and Treasury Management, Risk Management, Government financing, Fund Flow management, Loans and Guarantees, and other such work related to the subject. | <p>Further, the consultant is not expected to undertake Debt & Treasury Management, fund raising & government financing and engaging for external aided funds & its management incl.:</p> <ul style="list-style-type: none"> (a) Developing the debt profiling of the state highlight cost and risk factors (b) Providing inputs for developing Debt Management IT System (CS-DRMS) (c) Develop Debt Procedural Manual including management of contingent liabilities (d) Review/Evaluate/Develop the risk management framework for banking sector <p>Please confirm.</p> | <p>raising/ Govt. Financing/ Raising external aided funds. The Consultant will not be expected to independently take decision or manage the above subjects. However the Consultant is expected to provide relevant inputs as described in the TOR.</p> |
| 66) | <p>Terms of Reference</p> <p>3. SCOPE OF SERVICES</p> <p>3.1 The scope of services shall inter alia include assisting DIF in :</p> <p>(i) Providing advice and supporting line departments in development of bidding documents...</p> | <p>We understand the scope of the Consultant is limited to providing PPP and financial advice. This may be substantiated through sector experts as per the provisions of the RFP.</p> <p>We understand that the legal services, audit and/or assurance services of any kind are not envisaged under this consultancy.</p> | <p>It is clarified that in case of requirement of Additional experts Clause 5.6 of Scope of Services as specified in Schedule-1, TOR may be referred.</p> <p>The Consultant should assure the quality of services provided.</p> |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response |
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| 67) | <p>Terms of Reference</p> <p>(ix) Statistical analysis, interpretation of data provided by the department and projection of result. Research and Analysis (including Big Data Analysis) related to tasks assigned by the department. Preparing useful statistical models and conducting inference / forecast studies and related work.</p> | <p>Request you to please provide details of the source and nature of data that shall be analyzed/processed by the Consultant. Also, we understand that the infrastructure and tools required for Big Data Analysis shall be provided by DIF.</p> <p>Please confirm.</p> | <p>The data/source of data to be analyzed by the Consultant shall be provided by the Authority or can be obtained from open source/ internet, depending upon its requirement. This could include data on procurement, scholarship, DBT, subsidy programmes etc.</p> <p>Further, requirement for necessary infrastructure (including necessary software and computing hardware) and tools to undertake the assignment shall be assessed by the Authority and then provided to the Consultant.</p> |
| 68) | <p>Agreement Clause 4.4, Page 70</p> <p>4.4 Substitution of Key Personnel</p> <p>The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.</p> | <p>We appreciate the concerns of the Authority regarding substitution of Key Personnel. While the Consultant is committed to provide the named Key Personnel, given the long term duration of the Consultancy Agreement and accounting for unforeseen circumstance beyond the control of the Consultant, it may be necessary to replace/substitute some of the named expert(s).</p> | <p>Please refer to Authority response at Sl. No. 16.</p> <p>Please refer to Sr. No. IV of Addendum.</p> |

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| | <p>Without prejudice to the foregoing, substitution of the PPP Expert shall be permitted only upon reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.</p> <p>The Consultant should specifically note that substitution of the PPP Expert 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 must commit the time required for and be available for delivering the Consultancy in accordance with the terms specified herein.</p> | <p>Furthermore, it may not be contractually and legally tenable for Consultant to retain an expert in certain events such as resignation, medical and/or personal exigencies.</p> <p>We request following suggestions may be considered:</p> <ul style="list-style-type: none"> • On annual basis, the Consultant may be given an opportunity to reconfirm the proposed team or replace the experts (including PPP Expert) with equal or better profile. • There may be no reduction in fee in case the replacement is on account of resignation, medical and/or personal exigencies. • In any replacement scenario, the consultant shall ensure overlap of at least 2 weeks between the outgoing and incoming key personnel. • Upon annual approval, should there be a replacement for reasons other than those mentioned above, there may be a graduated reduction in fee for the respective consultant. For instance, 5%/10%/20% reduction on first /second/third substitution respectively. | |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response |
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| 69) | <p>Agreement Clause 3.4.3, Page 67</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</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, <u>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.</u></p> | <p>We would like to highlight that the as a profession services, we subscribes to a firm level indemnity insurance policy to cover for our engagements with various clients.</p> <p>Thus, the insurance coverage & proceeds are not linked to one consultancy contract, but extends to multiple contracts & clients. Accordingly, it is requested that the Consultant's liability may not be linked with insurance proceeds and the clause may be amended as below:</p> <p><i>"(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."</i></p> | No change proposed. |
| 70) | <p>Clause 2.3.4; Page 17</p> <p>For the avoidance of doubt, an Applicant eventually appointed to provide Consultancy for this Project, shall be disqualified to provide goods or works or services to any project which has been or may be reviewed by the Authority, SLEC or DIF during the duration of Consultancy Agreement.</p> <p>Further, in the event that: (a) the member of the Consultancy Team of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such member of Consultancy Team shall be deemed to suffer from Conflict of Interest for the purpose hereof.</p> | <p>We appreciate that the intent of DIF is to ensure that the PPP Support Consultant are not positioned to review/evaluate/comment on the work where they have been involved in project preparation capacity.</p> <p>We understand the consultant shall not be in position of conflict for undertaken consultancy under the externally aided programs/projects because of the support role under this consultancy.</p> <p>Please confirm.</p> | <p>Please refer Authority response at Serial no. 3.</p> <p>Please refer to Sr. No.-V of Addendum.</p> |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response |
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| 71) | <p>Clause 5.3 & 5.4; Page 43</p> <p>5.3 Payment for the Services shall be based on actual number of man days of the Key Personnel deployed by the Consultant, but always subject to the maximum days specified in Clause 5.5.</p> <p>5.4 If professional fees are quoted in terms of person months, then daily fee rate for inputs that are a fraction of a month will be calculated by dividing the monthly rate by 30 for arriving at a daily rate for each calendar day. Remuneration will be payable for intervening Government of Madhya Pradesh Holidays and weekends, except for the weekend that falls at the end of a particular input time. The day of arrival and departure will be considered as working days provided the time of arrival is in the AM and the time of departure is in the PM.</p> | <p>As per RFP, we understand that the deployment of resident experts shall be based on the industry accepted working day basis i.e. a man-month shall comprise of working days as per 22 day or MP Government Calendar, as may be decided by DIF.</p> <p>Accordingly, for the purpose of the estimation of fee and payment to the consultant, we request that quoted man-month rates shall be converted to the man-day rates based on the working days and only presence during working days be considered for fee estimation.</p> <p>Further, in order to ensure the best talent and expertise can be made available, we request that following may be considered:</p> <ul style="list-style-type: none"> • The full time onsite/client side requirement may be relaxed and reasonable 20-25% (pre-decided) home time may be considered. In order to protect the interest of DIF, there may be condition that home time (and resultant work) will be on prior approval of DIF and at any given point of time 3 out of 6 key experts shall be available on Client side. • We are bound by statutory and firm-wide policy requirement relating to working days for the staff. Accordingly, | No change proposed. |

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| | | we request that at-least 1 day unpaid leave may be allowed to the resident experts every month. | |
| 72) | <p>Clause 7, Page 47</p> <p>The Consultancy Team shall consist of experts who have the requisite qualifications and experience. ...</p> <p>Statistical, Big data analysis & Forecast Unit : Statistical Expert and Data Analyst</p> <ul style="list-style-type: none"> • Post Graduate in Statistic/Mathematics/ Economics with specialization in Econometrics. | <p>We understand that the expert position associated with Statistical, Big data and Forecast unit are required to assist in data analysis and must have exposure to statistics and data driven insights.</p> <p>Accordingly, in alignment with above requirements, we request that MBA may also be allowed as they also have similar exposure in statistics and data driven insights.</p> | No change proposed. |
| 73) | <p>Clause 2.22, Page 27</p> <p>2.22 Confidentiality</p> <p>Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.</p> | <p>We request appending the below sentence in referred Clause 2.21 to limit the duration of confidentiality as per acceptable standards:</p> <p><i><u>...The confidentiality obligations shall survive the termination of this Contract / completion of Services for a period of one (1) year.</u></i></p> | No change proposed. |

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| 74) | <p>Clause 2.30, Page 30 and Clause 6.4 Page 38</p> <p>2.30 Proprietary data</p> <p>Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority and shall be treated as strictly confidential</p> | <p>We would like to clarify that any pre-existing Intellectual Property Rights (IPR) of Deloitte (relating to aspects such as methodology, tools, techniques and databases exclusive to Deloitte) shall remain with Deloitte. Accordingly, we request you to please add the below sentence to referred Clause 27.1:</p> <p><u><i>“Any pre-existing Intellectual Property Rights (IPR) of the Consultant (on elements such as methodology, tools, techniques and databases exclusive to the Consultant) used during the course of the Services shall remain with the Consultant”.</i></u></p> | No change proposed. |
| 75) | <p>Clause 6.3, Page 38</p> <p>6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.</p> | We request deletion of the referred clause. | No change proposed. |
| 76) | <p>Agreement Clause 3.5</p> <p>3.5 Accounting, inspection and auditing</p> <p>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</p> | We would like to clarify that the Client may audit / inspect documents and information maintained for the specific purposes of the Contract. Further, we would like to clarify that as a policy Deloitte does not allow Clients or other stakeholders to inspect its offices and accounts as they contain | No change proposed. |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response |
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| | <p>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); 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>confidential information pertaining to other projects that Deloitte assists various clients with and may constitute a breach of confidentiality.</p> | |
| 77) | <p>Agreement, Clause 3.8.3</p> <p>3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “Claims”) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.</p> | <p>We request deletion of the referred clause.</p> | <p>No change proposed.</p> |
| 78) | <p>Clause 2.3.3, Page 15 and Agreement, Clause 3.2.5</p> <p>2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:</p> <p>(a) the Applicant, its consortium member (the “Member”) or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per</p> | <p>We would like to highlight that the “indirect” shareholding is vague and given the scale & size of the firm, it is difficult to confirm/adhere to the provision.</p> <p>It is thus requested the provision may be limited direct shareholding and the immediate team member named or involved with the consultancy.</p> | <p>No change proposed.</p> |

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| | cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. | | |
| 79) | <p>Clause 2.20, Page 26, 2.20 Performance Security</p> <p>The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the.</p> | Please confirm that the performance security period shall be co-terminus with the consultancy contract. | Please refer to clause 7.1 of Appendix-II of agreement for appointment of support consultant for directorate of institutional finance, government of Madhya Pradesh. |
| 80) | <p>Agreement Clause 3.4, Page 66</p> <p>3.4 Liability of the Consultant</p> <p>3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.</p> <p>3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.</p> <p>3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.</p> | We request deletion of the referred clause. | No change proposed. |

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| 81) | <p>Agreement Clause 3.4, Page 67</p> <p>3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:</p> | <p>We would request that for the purposes of this contract, "gross negligence" may be defined as the Consultant's conduct of such a degree as to amount to a wilful and consciously reckless disregard of agreed professional duty</p> | <p>No change proposed.</p> |
| 82) | <p>Agreement Clause 3.11, Page 69</p> <p>3.11 Accuracy of Documents</p> <p>The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.</p> | <p>We request deletion of the referred clause.</p> | <p>No change proposed.</p> |
| 83) | <p>Agreement Clause 7 , Page 75</p> <p>7. LIQUIDATED DAMAGES AND PENALTIES</p> <p>7.1 Performance Security</p> <p>7.2 Liquidated Damages</p> <p>7.3 Penalty for deficiency in Services.</p> | <p>We understand that the damages under Clause 7 shall be limited to 10% of the Agreement value.</p> <p>Please confirm</p> | <p>Please refer to clause 7.2 of Appendix-II.</p> |
| 84) | <p>Form I, Letter of Proposal (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for</p> | <p>Given the size and scale of the firm, it is difficult to procure these declarations. It is requested that these declarations may be restricted to team named or involved for the</p> | <p>No change proposed.</p> |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response |
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| | <p>proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and</p> <p>(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.</p> | consultancy. | |
| 85) | <p>Eligibility Criteria The RFP specifies the requirement of advance analytics but there is no analytics software requirements & product footprint mentioned as part of the required Eligibility. Since software is an enabler, suggestion is to include the software requirements also, so that the skills could be correctly coupled with the software.</p> | <p>Big Data and Advance analytics are the core requirement of the RFP. However, in 'Eligibility Criteria' it is not considered to include OEM/Product expertise and recognition by industry leading neutral research bodies like Gartner and Forrester.</p> <p>The leading analyst reports independently evaluate different products to identify the leaders in Analytics. Hence, it is considered as a best practice to only evaluate the leaders referenced by Gartner/Forrester in their Data Science (Advanced Analytics) reports from recent years.</p> | No change proposed. |
| 86) | <p>Solution Development & Maintenance The RFP details the experience and eligibility criteria of the resources; however, it is silent on the expected work to be executed. Whether the team would be involved in development or testing or support kind of initiatives, etc.?</p> | <p>The RFP details out eligibility criteria but the functional requirements are missing. Functional specifications should be identified and related with the technical specifications to ensure that selected people will not just have the capability but will also be successfully delivered. In absence of functional requirements the department will end up on boarding team with a particular skill but that might not fulfill the purpose and objective of the RFP.</p> <p>It is thus requested to clarify the objectives of</p> | <p>The scope of work has been revised.</p> <p>Please refer to Sr. No.-II of Addendum.</p> |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response |
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| | | the RFP and functional requirements to ensure the product meets the overall requirement and can be delivered. | |
| 87) | <p>Installation and Administration Infrastructure maintenance is very specific for different environment and specific skills maybe needed for the desired data analytics environment?</p> | How would the infrastructure maintenance be planned for the data analytics environment? | <p>Please refer to Authority response at Sr. 67.</p> <p>Further it is clarified that all the data analytics solutions designed/ developed/ installed/ deployed shall be maintained by the Consultant along with the concerned Authority Staff.</p> |
| 88) | <p>The RFP only lists the eligibility criteria of the team members with no or negligible functional specification Will it be right to take assumption that the technologies have been pre identified by Directorate of Institutional Finance, hence the bidders have to comply to the eligibility conditions? If not, please clarify so that the bidders can provide any superior solutions for addressing the requirements.</p> | Will it be right to take assumption that the technologies have been pre-identified by Directorate of Institutional Finance, hence the bidders have to comply with the eligibility conditions? If not, please clarify so that the bidders can provide any superior solutions for addressing the requirements. | While the Consultant is expected to make full use of open source software, it may also suggest suitable alternatives depending on the nature of work assigned/ tasks undertaken. |
| 89) | <p>Availability of Data Analysis tool with Directorate of Institutional Finance, GoMP</p> | Is Directorate of Institutional Finance, GoMP already using certain data analysis tools for Treasury & Debt Management, Statistical analysis, interpretation of data and other such related activities? | DIF/ FD/ other Government Department use variety of software tools as per their requirement. |
| 90) | <p>Selection and Implementation of Data Analytics Tool by the bidder</p> <p>RFP is not clear about the functional requirements to be carried out by the bidder in the areas of Treasury & Debt Management, Statistical analysis, interpretation of data and other such related activities.</p> | Request for insertion of Selection and Implementation of Data Analytics tool by the bidder to carry out necessary analysis in the areas of Treasury & Debt Management, Statistical analysis, interpretation of data and other such related activities | No change proposed. |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response |
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| 91) | <p>General Suggestion RFP clearly calls for specific skill-set requirement for Treasury & Debt Management Expert, Statistical Expert and Data Analyst.</p> | <p>Required skilled professionals with such qualifications will not be able to carry out expected results in the absence of high-class Analytics tool. Request DIF, GoMP to include selection and implementation on Data Analytics tools in the scope of bidder.</p> | <p>Please refer to Authority response at Sr. No. 88.</p> |
| 92) | <p>Clause 2.2.2 (D) Treasury & Debt Management Unit</p> <ul style="list-style-type: none"> • Treasury & Debt Management Expert ➤ CA/CFA/ICWA/MBA (Finance) or equivalent or ➤ Person who has worked with Scheduled Commercial bank and having qualification of CAIIB | <p>The qualification of the proposed key personnel restrict any person having qualification of CA/CFA/ICWA/MBA (Finance) with banking experience to be eligible and is only limited to a CAIIB qualification, hence we may request you to kindly change the Qualification of the Treasury & Debt Management Expert as follows:</p> <ul style="list-style-type: none"> ➤ CA/CFA/ICWA/MBA(Finance)/MBA (Banking) or equivalent or ➤ Person who has worked with Scheduled Commercial bank and having qualification of CAIIB/MBA(Banking) | <p>The revised Clause is as follows:-</p> <p>Clause 2.2.2 (D) Treasury & Debt Management Expert</p> <ul style="list-style-type: none"> ➤ CA/CFA/ICWA/MBA (Finance)/ MBA(Banking) or equivalent or ➤ Person who has worked with Scheduled Commercial bank and having qualification of CAIIB / MBA(Banking) <p>Please refer to Sr. No. XII of Addendum.</p> |
| 93) | <p>Treasury & Debt Management Unit</p> <ul style="list-style-type: none"> • Research Associate ➤ CA/MBA (Finance) or Equivalent ➤ 3 (Three) years of post-qualification experience primary & secondary research, documentation with regard to Government Accounting etc. | <p>As per our understanding Research Associate required for Treasury & Debt Management Unit will assist the Treasury & Debt Management Expert and also for other work assigned to him by the Authority. Hence we may request you to kindly change the requirement of the Research Associate</p> | <p>The revised Clause is as follows:-</p> <ul style="list-style-type: none"> • Research Associate ➤ CA/MBA (Finance) or Equivalent ➤ 3 (Three) years of post- |

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| | | <p>as follows:</p> <ul style="list-style-type: none"> ➤ CA/MBA (Finance) or Equivalent ➤ 3 (Three) years of post-qualification experience primary & secondary research, documentation with regard to Government Accounting finances etc. | <p>qualification experience primary & secondary research, documentation with regard to <u>Government Accounting, Government finances</u> etc.</p> <p>Please refer to Sr. No. XII of Addendum.</p> |
| 94) | <p>Clause 2.2.2 (D) Statistical, Big data analysis & Forecast Unit</p> <ul style="list-style-type: none"> • Statistical Expert ➤ Post Graduate in Statistic/Mathematics/ Economics with specialization in Econometrics. ➤ 5 (five) years of post-qualification experience in Statistical Analysis/ Econometric analysis of data. ➤ He/ She should have worked in Statistical Analysis/ Econometric analysis of data/ Modeling and analysis of big Data. ➤ Proficiency in using Information Technology tools specifically Word, Excel, and Statistical Software's (such as Statistical Analysis Software (SAS), Statistical Package for the Social Sciences (SPSS) and Programming Language R, SQL STATA etc.). | <p>we may request you to kindly change the requirement of the Statistical Expert as follows:</p> <ul style="list-style-type: none"> ➤ Post Graduate in Statistic/Mathematics/Economics with specialization in Econometrics/MBA (Finance). ➤ 5 (five) years of post-qualification experience in Statistical Analysis/ Econometric analysis of data. ➤ He/ She should have worked in Statistical Analysis/ Econometric analysis of data/ Modeling and analysis of big Data. ➤ Proficiency in using Information Technology tools specifically Word, Excel, and Statistical Software's (such as Statistical Analysis Software (SAS), Statistical Package for the Social Sciences (SPSS) and Programming Language R, SQL STATA etc.). | <p>The revised Clause is as follows:-</p> <p>Statistical, Big data analysis & Forecast Unit</p> <ul style="list-style-type: none"> • Statistical Expert ➤ Post Graduate in Statistics/ Mathematics <u>with Statistics as a subject/</u> Economics with specialization in Econometrics. ➤ 5 (five) years of post-qualification experience in Statistical Analysis/ Econometric analysis of data. ➤ He/ She should have worked in Statistical Analysis/ Econometric analysis of data/ |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response |
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| | | | <p>Modeling and analysis of big Data.</p> <ul style="list-style-type: none"> ➤ Proficiency in using Information Technology tools specifically Word, Excel, and Statistical Softwares (such as Statistical Analysis Software (SAS), Statistical Package for the Social Sciences (SPSS) and Programming Language R, SQL STATA etc.). ➤ <u>The Consultant should have reasonable proficiency in using open source tools such as R.</u> <p>Please refer to Sr. No. XII of Addendum.</p> |
| 95) | <p>Statistical, Big data analysis & Forecast Unit</p> <ul style="list-style-type: none"> • Data Analyst ➤ Post Graduate in Statistic/ Mathematics/ Economics with specialization in Econometrics ➤ 3 (three) years of post-qualification experience in Statistical | <p>As per our understanding Data Analyst required for Statistical, Big data analysis & Forecast Unit will assist the Statistical Expert and also for other work assigned to him by the Authority. Hence we may request you to kindly change the requirement of the Research Associate as follows:</p> | <p>The revised Clause is as follows:-</p> <ul style="list-style-type: none"> ➤ Post Graduate in Statistics/ Mathematics <u>with Statistics as a subject/</u> Economics with specialization in |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response |
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| | <p>Analysis/ Econometric analysis of data.</p> <ul style="list-style-type: none"> ➤ He/ She should have worked in handling big data. <p style="text-align: center;">and</p> <p>Proficiency in using Information Technology tools specifically Word, Excel, and Statistical Software's (such as Statistical Analysis Software (SAS), Statistical Package for the Social Sciences (SPSS) and Programming Language R, SQL STATA Etc.)</p> <p>He/ She should have proficiency in use of programming Language and familiarity with Government accounting system.</p> | <ul style="list-style-type: none"> ➤ Post Graduate in Statistic/ Mathematics/ Economics with specialization in Econometrics/MBA(Finance) ➤ 3 (three) years of post-qualification experience in Statistical Analysis/ Econometric analysis of data. ➤ He/ She should have worked in handling big data. <p style="text-align: center;">and</p> <p>Proficiency in using Information Technology tools specifically Word, Excel, and Statistical Software's (such as Statistical Analysis Software (SAS), Statistical Package for the Social Sciences (SPSS) and Programming Language R, SQL STATA Etc.)</p> <p>He/ She should have proficiency in use of programming Language and familiarity with Government-accounting-data-system.</p> | <p>Econometrics.</p> <ul style="list-style-type: none"> ➤ 3 (three) years of post-qualification experience in Statistical Analysis/ Econometric analysis of data. ➤ He/ She should have worked in handling big data. ➤ Proficiency in using Information Technology tools specifically Word, Excel, and Statistical Software's (such as Statistical Analysis Software (SAS), Statistical Package for the Social Sciences (SPSS) and Programming Language R, SQL STATA Etc.) ➤ <u>The Consultant should have reasonable proficiency in using open source tools such as R.</u> |

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| | | | <p>➤ He/ She should have proficiency in use of programming Language(s) and familiarity with Government accounting system <u>Government Account/ Government finances.</u></p> <p>Please refer to Sr. No. XII of Addendum.</p> |
| 96) | <p>Copy of Agreement ,Clause 4.4,Page 70 of 112</p> <p>4.4 Substitution of Key Personnel</p> <p>The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of the PPP Expert shall be permitted only upon reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the PPP Expert who is proposed to be substituted.</p> <p>The Consultant should specifically note that substitution of the PPP Expert will not normally be considered during the implementation of the Agreement and may lead to</p> | <p>Keeping in view of the long gestation period under this assignment and unforeseen circumstance beyond the control of the Consultant, we may request Authority to restrict such penalty to 10% (ten per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.</p> | <p>Please refer to Authority response at serial No.16.</p> <p>Please refer to Sr. No. IV of Addendum.</p> |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | disqualification of the Applicant or termination of the Agreement. The PPP Expert must commit the time required for and be available for delivering the Consultancy in accordance with the terms specified herein. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 97) | <p>Schedule of Selection Process., Clause No 1.8, Page No 9 of 112</p> <table border="1" data-bbox="306 483 1026 1187"> <thead> <tr> <th>Sr. No</th> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Last date for receiving queries/clarifications</td> <td>10th October 2018</td> </tr> <tr> <td>2</td> <td>Pre-Proposal Conference</td> <td>15th October 2018</td> </tr> <tr> <td>3</td> <td>Authority response to queries</td> <td>18th October 2018</td> </tr> <tr> <td>4</td> <td>Proposal Due Date or PDD</td> <td>29th October 2018; 1500 Hrs.</td> </tr> <tr> <td>5</td> <td>Opening of Proposals</td> <td>29th October 2018; 1530 Hrs.</td> </tr> <tr> <td>6</td> <td>Letter of Award (LOA)</td> <td>[Within 45 days of PDD]</td> </tr> <tr> <td>7</td> <td>Signing of Agreement</td> <td>Within 7 days of LOA</td> </tr> <tr> <td>8</td> <td>Validity of Applications</td> <td>90 days from Proposal Due Date</td> </tr> </tbody> </table> | Sr. No | Event Description | Date | 1 | Last date for receiving queries/clarifications | 10 th October 2018 | 2 | Pre-Proposal Conference | 15 th October 2018 | 3 | Authority response to queries | 18 th October 2018 | 4 | Proposal Due Date or PDD | 29 th October 2018; 1500 Hrs. | 5 | Opening of Proposals | 29 th October 2018; 1530 Hrs. | 6 | Letter of Award (LOA) | [Within 45 days of PDD] | 7 | Signing of Agreement | Within 7 days of LOA | 8 | Validity of Applications | 90 days from Proposal Due Date | <p>We request the authority to kindly extend the Proposal Due Date or PDD till 15.11.2018.</p> <table border="1" data-bbox="1073 521 1608 1411"> <thead> <tr> <th>Sr. No</th> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Last date for receiving queries/clarifications</td> <td>10th October 2018</td> </tr> <tr> <td>2</td> <td>Pre-Proposal Conference</td> <td>15th October 2018</td> </tr> <tr> <td>3</td> <td>Authority response to queries</td> <td>18th October 2018</td> </tr> <tr> <td>4</td> <td>Proposal Due Date or PDD</td> <td>29th October 15th November 2018; 1500 Hrs.</td> </tr> <tr> <td>5</td> <td>Opening of Proposals</td> <td>29th October 15th November 2018; 1530 Hrs.</td> </tr> <tr> <td>6</td> <td>Letter of Award (LOA)</td> <td>[Within 45 days of PDD]</td> </tr> <tr> <td>7</td> <td>Signing of Agreement</td> <td>Within 7 days of LOA</td> </tr> </tbody> </table> | Sr. No | Event Description | Date | 1 | Last date for receiving queries/clarifications | 10 th October 2018 | 2 | Pre-Proposal Conference | 15 th October 2018 | 3 | Authority response to queries | 18 th October 2018 | 4 | Proposal Due Date or PDD | 29th October 15th November 2018; 1500 Hrs. | 5 | Opening of Proposals | 29th October 15th November 2018; 1530 Hrs. | 6 | Letter of Award (LOA) | [Within 45 days of PDD] | 7 | Signing of Agreement | Within 7 days of LOA | <p>Please refer to Authority response at serial No. 11.</p> <p>Please refer to Sr. No. I of Addendum.</p> |
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| 5 | Opening of Proposals | 29 th October 2018; 1530 Hrs. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 7 | Signing of Agreement | Within 7 days of LOA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Validity of Applications | 90 days from Proposal Due Date | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response | | | |
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| 8 | Validity of Applications | 90 days from Proposal Due Date | | | | |
| 98) | <p>2.2.2 (D), PPP Expert He should have</p> <ul style="list-style-type: none"> led the team in preparation of Revenue Model and/or Bid Documents for 8 (Eight) Eligible Assignments out of the total Eligible Assignment,atleast3(three) should be from Eligible Sectors as specified in Clause 3.1.4, out of the total Eligible Assignments at least 3 (three) should be PPP Projects. S/he should have successfully assisted in the entire bid process for at least 3 (three) Eligible Assignments till signing of Concession Agreement. | <p>Request for revised criteria He should have</p> <ul style="list-style-type: none"> led the team in preparation of Revenue Model and/or Bid Documents for 5 (five) Eligible Assignments out of the total Eligible Assignment, at least3(three) should be from Eligible Sectors as specified in Clause 3.1.4, out of the total Eligible Assignments at least 2 (two) should be PPP Projects. S/he should have successfully assisted in the entire bid process for at least 2 (two) Eligible Assignments till signing of Concession Agreement. | No change proposed. | | | |
| 99) | <p>2.2.2 (D), Financial Expert He should have</p> <ul style="list-style-type: none"> S/he should have experience in developing financial model/ financial structuring for at least 5 (five) PPP | <p>Request for revised criteria He should have</p> <p>S/he should have experience in developing financial model/ financial structuring for</p> | No change proposed. | | | |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response |
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| | projects worth Rs. 50 Crore each. | at least 2 (two) PPP projects worth Rs. 50 Crore each. | |
| 100) | <p>Page 11, Eligibility Criteria The RFP specifies the requirement of advance analytics but there is no analytics software requirements & product footprint mentioned as part of the required Eligibility. Since software is an enabler, suggestion is to include the software requirements also, so that the skills could be correctly coupled with the software.</p> | <p>Big Data and Advance analytics are the core requirement of the RFP. However, in 'Eligibility Criteria' it is not considered to include OEM/Product expertise and recognition by industry leading neutral research bodies like Gartner and Forrester. The leading analyst reports independently evaluate different products to identify the leaders in Analytics. Hence, it is considered as a best practice to only evaluate the leaders referenced by Gartner/Forrester in their Data Science (Advanced Analytics) reports from recent years.</p> | Refer to Authority Response at Sl. No. 85. |
| 101) | <p>Consultancy team, Clause 7.1 The RFP details the experience and eligibility criteria of the resources; however, it is silent on the expected work to be executed. Whether the team would be involved in development or testing or support kind of initiatives, etc?</p> | <p>The RFP details out eligibility criteria but the functional requirements are missing. Functional specifications should be identified and related with the technical specifications to ensure that selected people will not just have the capability but will also be successfully delivered. In absence of functional requirements the department will end up onboarding team with a particular skill but that might not fulfill the purpose and objective of the RFP.</p> <p>It is thus requested to clarify the objectives of the RFP and functional requirements to ensure the product meets the overall requirement and can be delivered.</p> | Refer to Authority Response at Sl. No. 86. |
| 102) | General, Identification of Technologies | Will it be right to take assumption that the technologies have been pre identified by Directorate of Institutional Finance, hence | Refer to Authority Response at Sl. No. 88. |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response |
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| | | the bidders have to comply to the eligibility conditions? If not, please clarify so that the bidders can provide any superior solutions for addressing the requirements. | |
| 103) | General, Data Availability | Is Directorate of Institutional Finance, GoMP already using certain data analysis tools for Treasury & Debt Management, Statistical analysis, interpretation of data and other such related activities? | Refer to Authority Response at Sl. No. 89. |
| 104) | <p>Selection and Implementation of Data Analytics Tool by the bidder Clause 7.1</p> <p>RFP is not clear about the functional requirements to be carried out by the bidder in the areas of Treasury & Debt Management, Statistical analysis, interpretation of data and other such related activities.</p> | Request for insertion of Selection and Implementation of Data Analytics tool by the bidder to carry out necessary analysis in the areas of Treasury & Debt Management, Statistical analysis, interpretation of data and other such related activities | Refer to Authority Response at Sl. No. 90. |
| 105) | <p>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 past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal.</p> | Request you to please accept project work order / contract copy and self-certificate to validate the project experience instead of Statutory Auditors / CA Certificate. | No change proposed. |
| 106) | <p>Clause 2.3.2</p> <p>The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place</p> | <p>Request you to modify the Clause as below.</p> <p>The Authority requires that the Consultant team provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any</p> | <p>Please refer Authority Response at Sl. No. 3.</p> <p>Please refer to Sr. No. V of Addendum.</p> |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response |
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| | it in a position of not being able to carry out the assignment in the best interests of the Authority. | consideration for future work. The Key Consultants which have engaged by Authority to provide goods or works or services for a project , shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority. | |
| 107) | 2.3.3 (a to h) a firm which has been engaged by the Authority to provide goods or works or services for a project, <u>and its Associates, will be disqualified from providing consulting services for the same project save and except as provided</u> in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or | Request for modification in the Clause Full time key Consultants which have been engaged by the Authority to provide goods or works or services for a project, <u>will be disqualified from providing consulting services for the same project save and except as provided</u> in Clause 2.3.4; conversely, Full time key Consultants a firm hired to provide consulting services for the preparation or implementation of a project, will be disqualified from subsequently providing goods or works or services related to the same project; or | Please refer Authority Response at Sl. No. 3. Please refer to Sr. No. V of Addendum. |
| 108) | Clause 2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, its associates, affiliates and the members of the Consultancy Team, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 1(one) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to | Request for modification in the Clause Full Time Key Consultants eventually appointed to provide Consultancy for this Project, its associates, affiliates and the members of the Consultancy Team , shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply | Please refer to Sr. No. V of Addendum. |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response |
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| | <p>consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority.</p> <p>For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.</p> <p>For the avoidance of doubt, an Applicant eventually appointed to provide Consultancy for this Project, shall be disqualified to provide goods or works or services to any project which has been or may be reviewed by the Authority, SLEC or DIF during the duration of Consultancy Agreement.</p> <p>Further, in the event that: (a) the member of the Consultancy Team of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such member of Consultancy Team shall be deemed to suffer from Conflict of Interest for the purpose hereof.</p> | <p>after a period of 3 (Three) months 1(one) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority.</p> <p>For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.</p> <p>For the avoidance of doubt, full time key consultants an Applicant eventually appointed to provide Consultancy for this Project, shall be disqualified to provide goods or works or services to any project which has been or may be reviewed by the Authority, SLEC or DIF during the duration of Consultancy Agreement.</p> <p>Further, in the event that: (a) the member of the Consultancy Team of an Applicant/Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of</p> | |

| Sr. No. | Reference to RFP | Queries/ Clarification | DIF Response | | | | | | | | | | | | | | | |
|---------|--|--|-------------------------------|----------------|----|---|------|----|----|------|----|----|---------|----|----|---------|---|---------------------|
| | | Interest hereunder, then such member of Consultancy Team shall be deemed to suffer from Conflict of Interest for the purpose hereof. | | | | | | | | | | | | | | | | |
| 109) | <p>Clause 5.2</p> <p>TIME AND PAYMENT SCHEDULE</p> <p>The duration of the Consultancy may be extended for the period maximum up to 2 years at the sole discretion of the Authority, with an annual escalation of 5% (five percent) in the man-month rates (over the quoted man month rate in the Financial Proposal) of the Key Personnel, during the extension period. All other terms & conditions including those under Clause 4.4 of the Agreement (Substitution of Key Personnel) shall remain the same during the extension period and hold true as if the Consultancy has been procured for a period totalling project duration and extension period. In the event of extension under this Clause 5.2, the time input of Key Experts shall increase in proportion of such extension. In the event of extension of services the value of Consultancy Agreement shall be increased proportionately as detailed below:</p> <table border="1" data-bbox="308 1013 1008 1232"> <thead> <tr> <th>Year</th> <th>% Increase in Agreement value</th> <th>Man-month Rate</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>-</td> <td>100%</td> </tr> <tr> <td>2.</td> <td>5%</td> <td>105%</td> </tr> <tr> <td>3.</td> <td>5%</td> <td>110.25%</td> </tr> <tr> <td>4.</td> <td>5%</td> <td>115.76%</td> </tr> </tbody> </table> | Year | % Increase in Agreement value | Man-month Rate | 1. | - | 100% | 2. | 5% | 105% | 3. | 5% | 110.25% | 4. | 5% | 115.76% | <p>TIME AND PAYMENT SCHEDULE</p> <p>The duration of the Consultancy may be extended for the period maximum up to 2 years at the sole discretion of the Authority, with an annual escalation of 15% (fifteen percent) in the man-month rates (over the quoted man month rate in the Financial Proposal) of the Key Personnel,</p> | No change proposed. |
| Year | % Increase in Agreement value | Man-month Rate | | | | | | | | | | | | | | | | |
| 1. | - | 100% | | | | | | | | | | | | | | | | |
| 2. | 5% | 105% | | | | | | | | | | | | | | | | |
| 3. | 5% | 110.25% | | | | | | | | | | | | | | | | |
| 4. | 5% | 115.76% | | | | | | | | | | | | | | | | |

| Sr. No. | Clause No. | Reference Clause | Clarification Sought | Authority Response |
|---------|--------------------------------------|---|---|---------------------|
| 110) | 3. Criteria of Evaluation Page 31 | <p>3.1.4 Eligible Assignments/Projects & Eligible Sector</p> <p>(i) 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, statutory authority or public sector entity, for the following projects shall be deemed as Eligible Assignments (the “Eligible Assignments / Projects”):</p> <p>A. For Applicant and Key Personnel of Project Appraisal and Evaluation Unit as specified in Item-1 and Item 2a. of Clause 3.1.3.</p> <p>(a) preparation of transaction / bid documents and management of transaction / bid process or other similar transaction</p> | <p>We would like to highlight that the scope of work covered in the RFP involve hand holding support to DIF on various aspects on long term basis. However, the Eligible Assignment/Projects does not include any weightage or score to Consultant’s experience for similar long term PMU/PMC support involving Project Appraisal Unit – which may be more relevant to this Consultancy.</p> <p>It is accordingly requested that experience of long term PMU/PMC support projects in the Infrastructure sector may be considered and provided more weightage than the standalone PPP/infrastructure project.</p> <p>We propose following amendments in this regard:</p> <p>3.1.4 Eligible Assignments/Projects & Eligible Sector</p> <p>(i) ...</p> <p>A. ...</p> <p>(c) <i>PMU/PMC engagements in the Infrastructure sector involving PPP preparation, transaction and other relevant PPP related services (“Infrastructure PMU”)</i></p> <p>3.1.3 The scoring criteria to be used for evaluation shall be as follows.</p> | No change proposed. |

| Sr. No. | Clause No. | Reference Clause | Clarification Sought | Authority Response |
|---------|--------------------------------------|--|---|--|
| | | | <p><i>Relevant Experience of the Applicant</i></p> <p>a) <i>Minimum eligibility criteria (30%) - 10 Eligible Assignments out of which 5 should be PPP assignments in minimum 5 eligible sectors and at least 1 Infrastructure PMU</i></p> <p>b) <i>For every Additional 1 Infrastructure PMU OR 2 PPP transaction projects OR 4 Other projects (as defined in the Clause 3.1.4), 10% additional marks can be awarded (maximum 70% marks).</i></p> | |
| 111) | 3. Criteria of Evaluation Page 33 | 3.1.4 Eligible Assignments/Projects & Eligible Sector A. For Project Appraisal and Evaluation Unit 1. Urban Infrastructure; including Affordable Housing, Solid Waste Management, Smart City & Urban Transport 2. Warehousing & Agri Business; including Logistics and Food Processing 3. Industrial Infrastructure including Mining 4. Roads & Highways 5. Education; including Higher Education, Vocational & Skill Development and School Education. | Please confirm: (a) Warehousing /Logistics also include port & allied storage/warehousing facilities (b) Industrial Infrastructure includes SEZ/Industrial parks/ Flatted industry and logistics parks (c) Urban transport also include Airport infrastructure | It is confirmed that (a) Warehousing /Logistics shall also include port & allied storage/warehousing facilities (d) Industrial Infrastructure shall also include SEZ/Industrial parks and logistics parks. Flatted industry however would not be eligible for consideration. (e) Urban transport shall also include Airport infrastructure. |

| Sr. No. | Clause No. | Reference Clause | Clarification Sought | Authority Response |
|---------|--------------------------------------|--|--|--|
| 112) | 3. Criteria of Evaluation Page 33 | 3.1.4 Eligible Assignments/Projects & Eligible Sector A. For Project Appraisal and Evaluation Unit 1. Urban Infrastructure; including Affordable Housing, Solid Waste Management, Smart City & Urban Transport 2. Warehousing & Agri Business; including Logistics and Food Processing 3. Industrial Infrastructure including Mining 4. Roads & Highways 5. Education; including Higher Education, Vocational & Skill Development and School Education. | We would like to highlight that the some of the key sectors which are relevant to Madhya Pradesh have not been considered for eligible projects. Given the relevance and similarity of skill & expertise required, please consider inclusion of: (a) Railway and other mass transit projects. | It is clarified that under Urban transport metro and other Mass Transit project shall be covered, however non metro projects shall not be covered. |
| 113) | | | We request to kindly extend the Bid due date by at least 3 weeks. | Please refer Authority response at Sl. No. 11. Please refer to Sr. No. I of Addendum. |
| 114) | 2.3.4 | For the avoidance of doubt, an Applicant eventually appointed to provide Consultancy for this Project, shall be disqualified to provide goods or works or services to any project which has been or may be reviewed by the Authority, SLEC or DIF during the duration of Consultancy Agreement. | We would request if the Authority can provide necessary clarification in this regard so that the scope of the Support Consultancy can be restricted to only for projects to be reviewed by the SLEC so that the Consultant shall not be restricted to participate in providing advisory services to the line departments or projects funding international financing agencies. We would suggest the following modification to the clause: For the avoidance of doubt, an Applicant eventually appointed to provide Consultancy for this Project, | Please refer Authority response at Sl. No. 3. Please refer to Sr. No. V of Addendum |

| Sr. No. | Clause No. | Reference Clause | Clarification Sought | Authority Response |
|---------|---------------------------|--|--|--|
| | | | shall be disqualified to provide goods or works or services to any project which has been or may be reviewed by the Authority, SLEC only or DIF during the duration of Consultancy Agreement. | |
| 115) | Schedule-1, 3.1. (III) | Review and Appraisal of SLEC proposals submitted by implementing agency(ies) for approval of the SLEC or for provision of Viability Gap Funding including but not limited to review of cost estimates, review of commercial & financial structuring assumptions, review of transaction documentation, review of PPP structure etc. | <p>We understand that the DIF has empanelled consultants for implementing PPP Projects in the state and also assist the agencies in its implementation.</p> <p>We would request the Authority to confirm if any new PPP advisory project would have to be compulsorily be awarded amongst the <u>empanelled consultants</u> only or the line departments have the freedom to follow <u>open competitive bidding process</u> for appointment of TA for PPP projects.</p> | <p>Please refer to DIF circular no. 26 dated 19.08.2016, wherein it is clarified that the departments have the option to appoint TA through transparent open competitive bidding.</p> <p>Further it is clarified that Authority response at Sr. No. 3 may also be seen in this regard.</p> |
| 116) | New Clause | Review of projects to be implemented on PPP basis for smart city components or other in-line departments not covered by SLEC currently | <p>It is requested if the Authority can clarify whether the current scope of Support Consultancy shall or shall not involve review of any smart city projects to be implemented on PPP basis.</p> <p>We are given to understand that the smart city projects are cleared by the High Powered Committee and hence outside they are outside the purview of the SLEC.</p> <p>We would suggest that in case these projects are within the purview of the SLEC then the scope of the Support Consultant shall not include review of smart city projects. So that Consultant</p> | <p>Refer to Authority response at Sr. No. 3.</p> <p>Please refer to Sr. No.-V of Addendum.</p> |

| Sr. No. | Clause No. | Reference Clause | Clarification Sought | Authority Response |
|---------|------------|---|--|---|
| | | | can participate on similar opportunities in the future for providing direct advisory services to the in-line departments. | |
| 117) | 2.3.3 g | A firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; | We understand that the support consultant would not able to provide any Advisory services to private clients which are involved execution of any PPP project being reviewed by the SLEC. Kindly confirm the same. | Refer to Authority response at Sr. No. 3. |
| 118) | 1.8 | Schedule of Selection Process: Proposal due date or PDD: 29th October 2018, 15:00 Hrs | We would request if the Authority can consider one week extension in the Proposal due date. | Please refer to Sr. No. I. of Addendum. |
| 119) | 2.2.2(D) | Statistical, Big data analysis & Forecast Unit - Statistical Expert & Data Analyst Educational Qualification Post Graduate in Statistic/ Mathematics/ Economics with specialization in Econometrics | We request you to allow consider revision of education qualification of Statistical Expert & Data Analyst. Kindly consider the Post Graduate in Engineering/ Management and refer relevant experience resource having experience of Data Analytics. Modification requested: <u>Post Graduate in Statistic/ Mathematics/ Economics / Engineering/ Management with</u> | Please refer to Sr. No. XII of Addendum. |

| Sr. No. | Clause No. | Reference Clause | Clarification Sought | Authority Response |
|---------|------------------------|------------------------------------|---|--|
| | | | <u>specialization in Econometrics / Data Analytics</u> | |
| 120) | Other , Data Analytics | General Data Analytics Tool | It is suggested to allow the experts to propose the DA tool in compliance to the scope of work, this would empower the resources in designing and development of dashboards with familiar and relevant skill set and it would also benefit DIF in obtaining required interfaces in comparatively less time. it is also requested to add the line of item in financial bid for quoting the relevant costing of the tool with adequate licenses | Please refer Authority response at Sl. No. 64. |
| 121) | | | Is Directorate of Institutional Finance, GoMP already using certain data analysis tools for Treasury & Debt Management, Statistical analysis, interpretation of data and other such related activities? If yes, then please share the details so that resource having similar set of knowledge can be proposed for the benefit of project. | Please refer Authority response at Sl. No. 89. |
| 122) | | | The RFP specifies the requirement of advance analytics but there is no analytics software requirements & product footprint specified as part of the required Eligibility. Since software is an enabler hence it is suggested is to specify the software functional requirements so that the skills could be | Please refer Authority response at Sl. No. 86. |

| Sr. No. | Clause No. | Reference Clause | Clarification Sought | Authority Response |
|---------|------------|------------------|--|--|
| | | | correctly coupled with the DA tool. | |
| 123) | | | How would the infrastructure maintenance be planned for the data analytics environment? Please guide. | Please refer Authority response at Sl. No. 87. |
| 124) | | | RFP is not clear about the functional requirements to be carried out by the bidder in the areas of Treasury & Debt Management, Statistical analysis, interpretation of data and other such related activities. | Please refer Authority response at Sl. No. 86. |