

## Pre Bid Queries – Reply

**Name of the Work:** Appointment of Financial Consultancy Services for Agartala to Sabroom section of NH-08 from CH 6.8 Km to 128.712 Km including Feni Bridge at international border of India and Bangladesh in the state of Tripura undertaken by NHIDCL on OMT/ BOT (Toll) basis

**Tender ID:** 2020\_NHIDC\_600321\_1

Sr. No.	Clause No., Section No. & Page No.	Original Clause in Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
1.	Page 5; clause 1 General	NHIDCL has a right to add or delete the project stretch	Modification in the scope of work after the submission of the proposal is likely to have an impact on the financial value of the project. It is submitted that modifications in the scope of work may be done only before the bid due date.	As per RFP.
2.	Page 5 clause 1 Page 6; Clause 4.1	Page 5 mentions that the project is expected to be of <b>nine month</b> period Page 6 mentions that the project duration is estimated to be <b>three</b> months	There is contradiction in project timelines. Project of such nature, where bid process management is also carried out, usually take nine to fifteen months for completion. It is submitted that timelines for this project may be drawn pragmatically and be mentioned between <b>12 to 15 months</b> .	As per Clause 7: Till Stage III completion- 3 months time and after that completion till Stage VI has 6 months time.
3.	Page 6; Clause 4.2	Proposed Project Team	Such project requires strong managerial, technical and quality control expertise. The project manager is expected to be undertaking the work of a senior financial analyst and at the same time is also expected to be working as team leader; this is like stretching too thin for the job he is expected to accomplish. In order to bring efficiency and have high degree of performance, it is recommended to include the following: <b>(a) Project Leader:</b> A person with more than 20 years of experience in management of such projects with MBA / LLB qualification <b>(b) Bid Process Expert:</b> A person with more than 15 years of experience in bid processing and including developing RFQs, RFPs, and Concessionaire Agreements. He should possess MBA qualification from reputed institution in India <b>(c) Financial Closure Expert:</b> A person with more than 15 years of experience in the area of developing Project Information Memorandum (PIM), Project Financial Plan, Financial Appraisal, Project Risk Allocation Structures, coordination with the financiers and Investment Road shows. He must possess MBA (Finance) from a reputed institution in India.	As per RFP

4.	Page 7 clause 4.2.6	At present, CV / details of one team only is required to be submitted.	What is meant by (a) 'at present' and (b) 'one team'? May kindly clarify.	Deleted
5.	Note (d). to Clause 7 (Payment to the consultant) Page No. 10	A penalty of Rs. 1000/- per day for delay in submission of comments/reports will be imposed.	<p>The RFP does not specify the dates / timelines of deliverable. Without specifying the date / timelines for the deliverables and mentioning of imposition of penalty does not convey encouraging message to the participating bidders.</p> <p>Further, there should not be penalty passed on the successful bidder, should there is delay on account of the client /other than the successful bidder.</p> <p>It is submitted that NHIDCL:</p> <p>(a) specifies the timelines for the deliverables</p> <p>(b) delink the penalty clause from the timelines for which activities are dependent on external entities (such as banks / NBFCs for financial closure)</p>	As per RFP
6.	Note (d). to Clause 7 (Payment to the consultant) Page No. 10	For any error in financial model a penalty of Rs 25,000 will be imposed	<p>The penalty is too steep and has no link with the value for the stage 1 services (Preparation of financial model).</p> <p>It is submitted that the amount may be capped to 1% of the stage 1 (Preparation of financial model) payment.</p>	As per RFP
7.	Page 10; clause 8.7	Deadline for submission is 29.12.2020	May kindly keep the last date of submission as 21 days from the date of publishing responses to the Pre-bid query.	As per RFP
8.	Page 10; clause 8.9	Proposals are to be submitted in sealed envelope	<p>It is mentioned at page 3 that bids are to be submitted online on the eProcure Portal.</p> <p>May kindly clarify whether the proposals are to be submitted online or in physical mode.</p>	Deleted (The Technical and Financial Bids should be submitted online on CPP Portal only)
9.	Clause 9.6 (Other Terms of the services) Page No. 11	<p>The Financial Consultant shall submit to NHIDCL five (5) copies of the final output envisaged in the Scope of Services except the RFQ, RFP and the Concession Agreement.</p> <p>The Financial Consultant shall submit thirty copies (10 copies each of the RFQ, RFP and the Concession Agreement). Any expenses incurred by The Financial Consultant for additional copies shall be reimbursed by NHIDCL at the actual cost. All the reports and agreements shall be submitted on CDs (2 sets) containing all basic as well as processed data.</p>	<p>As it is all the deliverables are sought in electronic form therefore it is submitted that you may delete the clause related to submission of:</p> <p>(a) five copies of the final output envisaged in the Scope of Services</p> <p>(b) 30 copies for RFQ, RFP and Concession Agreement</p> <p>Furthermore, the financial model is prepared on MS Excel and therefore its print form is only waste of paper.</p> <p>30 copies of the deliverable is a huge strain on natural resources / trees and being responsible and nature conserving entities, hard copies of the deliverables should be avoided. At the most, one (hard) copy may be sought for the purpose of records.</p> <p>In the scenario of the ongoing</p>	As per RFP

			<p>pandemic, almost all the work is being done online and reports on hard copies are being done away with.</p> <p>It is requested that only electronic copies of the deliverables may be sought.</p>	
10.	<p>Clause 13.1.3 (c)</p> <p>(Minimum qualifications of Consultant)</p> <p>Page No. 12</p>	<p>During the last ten years, the firm must have completed at least five (5) transactions advisory mandates (scope including financial closure of the project) working with the Government or its agencies in India out of which 3 shall be for projects in Road Sector.</p>	<p>Financial closure more often than not is an activity where role of the project consultant is limited and has more emphasis on the credit rating and banking relationship of the Concessionaire. The Consultant is expected to develop the Concessional agreement and project terms and conditions that safeguard the interest of NHIDCL and at the same time conducive for contractors.</p> <p>In general, the consultancy services for similar projects of Government of India with the comparable type of services from Financial Consultants do not link both experience of the transaction advisory and the financial closure in one single assignment.</p> <p>You may want to seek experience in the area of financial closure / refinance as a separate assignment.</p> <p>While ensuring that the consultant indeed has both type of experience (Transaction advisory and financial closure), it is requested that you may seek experience of the participating firms in both the domains from separate engagements.</p> <p>In light of the same it is requested that you to kindly modify the clause as follows:</p> <p>During the last ten years, the firm must have completed at least</p> <p>a) Five (5) transactions advisory/ financial consultancy mandates working with the Government or its agencies in India out of which 3 shall be for projects in Road Sector.</p> <p>And</p> <p>b) Two (2) Financial Closure/ Refinance assignments working with the Government or its agencies in India.</p>	<p>As per RFP</p>

11.	Clause 13.1.3 (a) (Minimum qualifications of Consultant)  Page 12 and Evaluation Criteria  Page 26	As per clause 13.1.3 (a) Minimum Average Annual Turnover of Rs. 2 crore is required for eligibility.  As per Evaluation Criteria slab of marks, firm is not eligible for less than Rs. 1 crore turnover and firms with turnover between Rs 1 crore and Rs 2 Crores are being awarded as 8 marks.	There is contradiction in Minimum Eligible Turnover in the above said clauses. Kindly clarify.	It should be as per Evaluation Criteria																																																												
12.	Page no. 6 Clause 4.1 (Minimum qualifications of Consultant)	..... A 3 months time frame is estimated for completion of this assignment.....	We believe that significantly more time than 3 months would be required for completion of the assignment. Based on our experience of other similar assignments and project time lines given in model RFPs /DCAs of MoRTH projects, anywhere between 9-12 months may be required for completion of the assignment. Authority, in the interest of clarity, may clarify the same.	As per RFP																																																												
13.	Page no. 9 Clause 5.2.4.6 (Scope of Service)	Continued Assistance till the final completion of the project This assistance would be provided till the date of final completion of the project or any earlier date agreed to between the Financial Consultant and NHIDCL	We request Authority to clearly define final completion to be the date of financial closure / appointed date of the project. Ambiguity in this regard can create confusion and lead to incorrect assessment of time and work required	As per RFP																																																												
14.	Page no. 9 Clause 7 Payment to the Consultant	<table><tr><td></td><td><b>Project / Name</b></td><td><b>Total fee</b></td></tr><tr><td></td><td>Financial Consultancy services for one project on OMT basis</td><td><b>Quoted amount</b></td></tr><tr><td colspan="3"><b>A. Payment Terms for OMT model</b></td></tr><tr><td></td><td>Stage I: Preparation of Financial Model</td><td>15%</td></tr><tr><td></td><td>Stage II: Preparation of RFP/RFQ Documents</td><td>10%</td></tr><tr><td></td><td>Stage III: Preparation of Draft Concession Document including all schedules</td><td>20%</td></tr><tr><td></td><td>Stage IV: Submission of RFP/RFQ Evaluation Report</td><td>25%</td></tr><tr><td></td><td>Stage V: Completion of signing of Concession Agreement</td><td>10%</td></tr><tr><td></td><td>Stage VI : Achieving of Financial Closure (as defined in the Concession Agreement)</td><td>20%</td></tr><tr><td></td><td><b>Total</b></td><td><b>100%</b></td></tr></table>		<b>Project / Name</b>	<b>Total fee</b>		Financial Consultancy services for one project on OMT basis	<b>Quoted amount</b>	<b>A. Payment Terms for OMT model</b>				Stage I: Preparation of Financial Model	15%		Stage II: Preparation of RFP/RFQ Documents	10%		Stage III: Preparation of Draft Concession Document including all schedules	20%		Stage IV: Submission of RFP/RFQ Evaluation Report	25%		Stage V: Completion of signing of Concession Agreement	10%		Stage VI : Achieving of Financial Closure (as defined in the Concession Agreement)	20%		<b>Total</b>	<b>100%</b>	<p>Given that all technical surveys and related work will have to be done at Stage I itself, request that a higher proportion of fee be paid at Stage I to account for costs of technical surveys: Revised payment schedule may be as follows:</p> <table><tr><td></td><td><b>Project / Name</b></td><td><b>Total fee</b></td></tr><tr><td></td><td>Financial Consultancy services for one project on OMT basis</td><td><b>Quoted amount</b></td></tr><tr><td colspan="3"><b>A. Payment Terms for OMT model</b></td></tr><tr><td></td><td>Stage I: Preparation of Financial Model</td><td>30%</td></tr><tr><td></td><td>Stage II: Preparation of RFP/RFQ Documents</td><td>10%</td></tr><tr><td></td><td>Stage III: Preparation of Draft Concession Document including all schedules</td><td>10%</td></tr><tr><td></td><td>Stage IV: Submission of RFP/RFQ Evaluation Report</td><td>20%</td></tr><tr><td></td><td>Stage V: Completion of signing of Concession Agreement</td><td>10%</td></tr><tr><td></td><td>Stage VI : Achieving of Financial Closure (as defined in the Concession Agreement)</td><td>20%</td></tr><tr><td></td><td><b>Total</b></td><td><b>100%</b></td></tr></table>		<b>Project / Name</b>	<b>Total fee</b>		Financial Consultancy services for one project on OMT basis	<b>Quoted amount</b>	<b>A. Payment Terms for OMT model</b>				Stage I: Preparation of Financial Model	30%		Stage II: Preparation of RFP/RFQ Documents	10%		Stage III: Preparation of Draft Concession Document including all schedules	10%		Stage IV: Submission of RFP/RFQ Evaluation Report	20%		Stage V: Completion of signing of Concession Agreement	10%		Stage VI : Achieving of Financial Closure (as defined in the Concession Agreement)	20%		<b>Total</b>	<b>100%</b>	As per RFP
	<b>Project / Name</b>	<b>Total fee</b>																																																														
	Financial Consultancy services for one project on OMT basis	<b>Quoted amount</b>																																																														
<b>A. Payment Terms for OMT model</b>																																																																
	Stage I: Preparation of Financial Model	15%																																																														
	Stage II: Preparation of RFP/RFQ Documents	10%																																																														
	Stage III: Preparation of Draft Concession Document including all schedules	20%																																																														
	Stage IV: Submission of RFP/RFQ Evaluation Report	25%																																																														
	Stage V: Completion of signing of Concession Agreement	10%																																																														
	Stage VI : Achieving of Financial Closure (as defined in the Concession Agreement)	20%																																																														
	<b>Total</b>	<b>100%</b>																																																														
	<b>Project / Name</b>	<b>Total fee</b>																																																														
	Financial Consultancy services for one project on OMT basis	<b>Quoted amount</b>																																																														
<b>A. Payment Terms for OMT model</b>																																																																
	Stage I: Preparation of Financial Model	30%																																																														
	Stage II: Preparation of RFP/RFQ Documents	10%																																																														
	Stage III: Preparation of Draft Concession Document including all schedules	10%																																																														
	Stage IV: Submission of RFP/RFQ Evaluation Report	20%																																																														
	Stage V: Completion of signing of Concession Agreement	10%																																																														
	Stage VI : Achieving of Financial Closure (as defined in the Concession Agreement)	20%																																																														
	<b>Total</b>	<b>100%</b>																																																														

15.	Evaluation Criterion	Turnover - 10 marks Less than Rs 1 Cr. - firm not eligible From Rs 1 Cr. to Rs 2 Cr. - 8 marks Above Rs 2 Cr. - 10 marks	As this is a prestigious assignment, we request NHIDCL to increase the turnover criteria to Rs.10 Cr, Rs.15 Cr and Rs.20 Cr respectively. Rs. 1 Cr benchmark is too low given the size & scope of work of the assignment.	As per RFP
16.	Evaluation Criterion	Transactions advisory mandates (scope including financial closure of the project) working with the Government or its agencies – 15 marks  Less than 5 projects - firm not eligible Upto 5 projects - 13 marks More than 5 projects - 15 marks	Given that there are significant marks for project experience of team members, such a high number of firm projects are not required. Request this criteria be modified as: Less than 3 projects - firm not eligible Upto 3 projects - 13 marks More than 3 projects - 15 marks	As per RFP
17.	Evaluation Criterion	Project Manager/Sr. Financial Analyst/ Team Leader - 30 marks  Qualifications: CA/CMA/CFA/MBA(PGDBM)FINANCE from IIMs - 7 marks  Company Secretary - 3 marks	CA/CMA/CFA/MBA (PGDBM) FINANCE from IIMs – Indian School of Business is one of India’s highest ranking business schools and is comparable or better ranked than many IIMs.  Request that MBA professional from ISB be also given 7 marks if positioned as team leader.  In addition, in the interest of fairness, professionals from top 30 universities / MBA colleges in NIRF Ranking 2020 may also be given 7 marks.  Company Secretary – Being a company secretary does not significantly impact or add to the capability of the Team Leader to successfully execute this assignment. We request Authority to either eliminate this requirement or modify it to “company secretary / experience in corporate finance in a senior position”	As per RFP
18.	Evaluation Criterion	Project Manager/ Sr. Financial Analyst/ Team Leader - 30 marks  Years of Experience  Between 10 years to 15 years - 6 marks Between 15 years to 20 years - 8 marks More than 20 years - 10 marks	Given that there are separate marks for experience of Team Leader in terms of number of similar project, overemphasis on years of experience will not lead to significantly better outcomes  Request Authority to modify the years of experience as follows:  Between 10 years to 12 years - 6 marks Between 12 years to 14 years - 8 marks More than 14 years - 10 marks	As per RFP
19.	General	General	Request Authority to share draft contract that will be signed with the successful bidder	Shared after issuance of LOA
20.	Additional clauses	Additional clauses	We request the addition of the following clauses to the draft contract: <b>Economic And Trade Sanctions:</b> As of the date of this Agreement, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of	As per RFP

		<p>any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union (“Sanctions”), (b) Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of Client is the subject of Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of you. For so long as this Agreement is in effect, you will promptly notify the Consultant if any of these circumstances change. If the Consultant reasonably determines that it can no longer provide the services to Client in accordance with applicable law, then the Consultant may terminate this Agreement, or any particular services, immediately upon written notice to Client.</p> <p><b>Anti- Bribery &amp; Anti-Corruption:</b> Each Party represents, warrants and undertakes that:</p> <ol style="list-style-type: none"> <li>1. It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership,</li> </ol>	
--	--	---	--

			<p>company or any other legal entity, public or private.</p> <ol style="list-style-type: none"> <li>Each Party shall, adhere to applicable anti-bribery and corruption laws.</li> <li>Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with Clause (a) and Clause (b).</li> <li>It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy</li> </ol> <p><b>Non-Exclusivity:</b> The Client acknowledges that Consultant or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis.</p>	
21.	Additional clauses	Additional clauses	<p>We request the addition of the following clauses to the draft contract:</p> <p>Client may notify the Consultant in writing within 10 calendar days of Consultant providing the Deliverables to the Client any substantial non-conformity of the Deliverables vis-à-vis the Requirements. Upon receiving Client's notification, the Consultant shall rectify the nonconformity verified by it and resubmit the Deliverables to the Client within 15 calendar days. The Deliverables shall be considered "accepted" upon such re-delivery or the expiry of 10 calendar days as stated above, whichever is earlier.</p>	As per RFP
22.	Additional clauses	Additional clauses	<p>We request the addition of the following clauses to the draft contract:</p> <p>The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement. In no event will Consultant be liable for any consequential,</p>	As per RFP

			<p>incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise.</p>	
23.	Additional clauses	Additional clauses	<p>We request the addition of the following clauses to the draft contract:</p> <p>The fees and any amounts payable under this Agreements are exclusive of all applicable taxes (including GST), levies, duties etc. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. The GST registration number ("GSTIN") provided by the Client will be used by Consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by Consultant under this Agreement. Where Consultant issues a credit note to the Client in relation to any invoice, the Client shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by Consultant to the Client. If the Client fails to do so, and this results in additional liability for Consultant, Client shall be liable to be reimburse Consultant for any liability incurred by Consultant (being the tax, interest and any penalties thereon). The current contract pricing are based on an assumption that GST will apply to the services provided by the Consultant to the Client and the consultant is able to claim credit of the GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice</p>	As per RFP



			values to the Consultant	
24.	Clause 12.1 and Clause 8.9	Proposals are to be submitted in sealed envelope	Please clarify that the tender will have to be submitted online (Point 12.1) or offline (Point 8.9) or both the mode.	The Technical and Financial Bids should be submitted online on CPP Portal only
25.	Clause 4.2.4	A Technical Expert should be an Engineering graduate in Civil Engineering with minimum 5 Years post qualification experience in the field of Road Sector.	Can we hire Technical Person also in reference to this tender as hiring a legal person (Point 4.2.4) is permissible?	As per Clause 5.2.1 in the RFP