

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

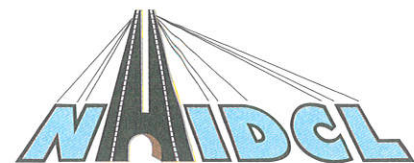
सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India
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BHARATMALA
ROAD TO PROSPERITY



NHIDCL
BUILDING INFRASTRUCTURE - BUILDING THE NATION

CIN: U45400DL2014GOI269062

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

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 basis

Tender ID: 2021_NHIDC_618028_1

Sr. No.	Clause No., Section No. & Page No.	Original Clause in Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
1.	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
2.	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
3.	Page no. 7 Clause 5.2.1 (Scope of Service)	Conduction of necessary traffic survey using Automatic Traffic Counter and Classifiers (ATCC) for assessment of toll collection amount and Annual Potential Cost (APC) which maybe procured by outsourcing the work to Consultants having 5 years of experience in Design of Toll Plaza and other facilities including traffic survey.	We request the Authority to kindly allow for video graphic count of traffic rather using Automatic Traffic Counter and Classifiers (ATCC) for assessment of toll collection amount and Annual Potential Cost (APC) as video graphic count is more accurate	As per RFP

4.	Page no. 9 Clause 7 Payment to the Consultant	<table><tr><td></td><td>Project / Name</td><td>Total fee</td></tr><tr><td></td><td>Financial Consultancy services for one project on OMT basis</td><td>Quoted amount</td></tr><tr><td>A.</td><td>Payment Terms for OMT model</td><td></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>Total</td><td>100%</td></tr></table>		Project / Name	Total fee		Financial Consultancy services for one project on OMT basis	Quoted amount	A.	Payment Terms for OMT model			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%		Total	100%	<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>Project / Name</td><td>Total fee</td></tr><tr><td></td><td>Financial Consultancy services for one project on OMT basis</td><td>Quoted amount</td></tr><tr><td>A.</td><td>Payment Terms for OMT model</td><td></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>Total</td><td>100%</td></tr></table>		Project / Name	Total fee		Financial Consultancy services for one project on OMT basis	Quoted amount	A.	Payment Terms for OMT model			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%		Total	100%	As per RFP
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5.	Page no. 10 Clause 7, Note, Point (d)	A penalty of Rs. 1000/- per day for delay in submission of comments/reports will be imposed. For any error in financial model, penalty of Rs. 25,000/- will be imposed.	We request the Authority to consider deleting the penalty provisions	As per RFP																																																												
6.	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																																																												
7.	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																																																												

8.	Evaluation Criterion	<p>Project Manager/Sr. Financial Analyst/ Team Leader - 30 marks</p> <p>Qualifications:</p> <p>CA/CMA/CFA/MBA(PGDBM)FINANCE from IIMs - 7 marks</p> <p>Company Secretary - 3 marks</p>	<p>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”</p>	As per RFP
9.	Evaluation Criterion	<p>Project Manager/ Sr. Financial Analyst/ Team Leader - 30 marks</p> <p>Years of Experience</p> <p>Between 10 years to 15 years - 6 marks</p> <p>Between 15 years to 20 years - 8 marks</p> <p>More than 20 years - 10 marks</p>	<p>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</p> <p>Request Authority to modify the years of experience as follows:</p> <p>Between 10 years to 12 years - 6 marks</p> <p>Between 12 years to 14 years - 8 marks</p> <p>More than 14 years - 10 marks</p>	As per RFP
10.	General	General	Request Authority to share draft contract that will be signed with the successful bidder	Shared after issuance of LOA
11.	Additional clauses	Additional clauses	<p>We request the addition of the following clauses to the draft contract:</p> <p>Economic And Trade Sanctions:</p> <p>As of the date of this Agreement, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of 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>Anti- Bribery & Anti-Corruption:</p> <p>Each Party represents, warrants and undertakes that:</p> <p>1. It has not and shall not offer,</p>	As per RFP

			<p>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 nonperformance 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, company or any other legal entity, public or private.</p> <ol style="list-style-type: none"> 2. Each Party shall, adhere to applicable anti-bribery and corruption laws. 3. 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). 4. 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 <p>Non-Exclusivity: 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</p>	
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			any) and the services provided under the agreement shall be on a non-exclusive basis.	
12.	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
13.	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, 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>	As per RFP
14.	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</p>	As per RFP

			<p>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 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 values to the Consultant</p>	
15.	Clause 13.1.3 (c)	<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>There are rarely any assignments published by government or its agencies and only a couple of agencies in India would have worked on such assignments. Considering the scope of this assignment, we request the authority to consider the traffic and technical due diligence projects executed for concessionaires which have very similar scope to the requirements of this assignment. Usually, the requirement of transaction advisory assignments is mostly sought by contractors/concessionaries who own the highway assets. We therefore request the authority to revise the minimum eligibility criteria to:</p> <p>During the last ten years, the firm must have completed at least three (3) transactions advisory mandates (scope including financial closure of the project) working with the Government or its agencies in India out of which 1 shall be for projects in Road Sector.</p> <p>OR</p> <p>Carried out three (3) assignments involving traffic and/or technical due diligence with traffic and revenue forecasting of roads for contractors/concessionaries.</p>	As per RFP

16.	Clause 14.1.5	Bidding in Joint Venture	It is understood that Joint Venture is allowed and Foreign consultants are also allowed to participate in this tender. If not so kindly clarify.	As per RFP
17.	Clause 9, Page 17 of 30 of issued RFP	Request for Date Extension	We request authority to kindly extend the bid submission date by one more week.	As per RFP

(Ram Swroop Puri)
General Manager (Toll & Coord., LA/ IT)