

Selection of Consulting Firm for providing professional services of PPP Experts in PIDB

Reply to Pre Bid Queries

Date: 18/08/2020

Issuing Authority: Punjab Infrastructure Development Board (PIDB)

Reply to Pre-bid Queries

S.N	ToR document reference(s)/ Subject	Provision of ToR	Queries/Proposal	Reply
1	Document Control Sheet, Sr. No. 4, Page 6-	b) Submission of bids in Physical form (Hard copy)	Request you please allow bid submission through e- Tendering mode in view of the prevailing Covid-19 pandemic.	Please see addendum no 9
2	Financial Capacity, Sr. No. 2, Para 3.2 Page 14	The bidder should have a minimum average annual turnover of INR 100 crore exclusively from Professional Fees from Govt./Public Sector consulting services in India in each of the last three years i.e. from FY 2016-17 to FY 2018-19.	We request you to consider turnover from all consulting services and not just from the Govt./Public Sector as the current requirement is restrictive in nature.	Please see addendum no 1
3	Employee Strength, Sr. No. 3, Para 3.2 Page 14	The company should have at least 200 full time and permanent professional Staff including at least seven each in Technical, Finance and Law fields on its rolls.	As most consulting firms do not provide legal services, the in-house legal teams are typically quite small. The current requirement of seven on-roll legal personnel is restrictive, we request you to relax the conditions for legal professionals to 5 on-roll staff.	please see addendum 6
4	Technical Bids, Sr. No. (ii), Para 3.6.2, Page 16	While submitting the Technical Proposal, the Bidder shall, in particular, ensure that CVs of the PPP experts duly signed by them	Kindly allow scanned signatures of personnel and the Authorized Signatory keeping in view the ongoing pandemic	Scanned copies of signatures on CV personnel and the authorized signatory are allowed.

		and are duly verified by authorized signatory at the time of submission.		
5	Technical Bids, Sr. No. (ii), Para 3.7.2, Criteria for point allotment Page 19	Experience of assisting State Governments /PSUs/Private companies in Public Private Partnership Projects, Max 5 points for each completed project Each Project to be of a minimum contract value of INR 1 crore in last 5 years	Experience of assisting State Governments /PSUs/Private companies in Public Private Partnership Projects, Max 5 points for each completed project Each Project to have been completed in last 5 years	(Please see addendum no 8
6	Technical Bids, Sr. No. (ii), Para 3.7.2, Criteria for point allotment Page 19	Copies (relevant pages) of work orders/agreement/letter of award/extension letters/ completion certificates must be submitted as a proof	We request that copies of agreements signed between the Government and the private party be considered as a proof of completed assignments.	Please see Addendum no. 12
7	Technical Bids, Sr. No. (ii), Para 3.7.2, Criteria for point allotment Page 20	<u>Procurement Consultant:</u> Minimum Qualification: Graduate in engineering, Post Graduate in Management from an eminent Institution. (IIM/National or International tier 1 institutes) Experience: 5 years experience at middle Management level in the relevant field from reputed (National / State level) Organizations. The candidate should have experience of at least handling 5 PPP projects Qualification Marks: Max. 5	The requirement of resources for IIM/National or Tier 1 institutes seems to be too restrictive. Therefore, we request the Department to relax this criterion Considering the minimum requirement of 5 years of experience, asking for 'more than 7 projects' for maximum marks seems to be on a higher side. We request the Department to reduce this requirement as below: 2 projects: 3 marks, 3 to 4 projects : 4 marks, More than 4 projects: 5	Please See Addendum No 2

		marks; Experience in handling PPP Projects with Central/State Govt./PSUs: for 5 projects: 3 marks, 5 to 7 projects : 4 marks, More than 7 projects: 5 marks	marks	
8	Technical Bids, Sr. No. (ii), Para 3.7.2, Criteria for point allotment Page 20	<u>Legal Consultant</u> Experience in handling PPP Projects independently with Central/State Govt./PSUs: for 5 projects: 3 marks, <5 to 7 projects: 4 marks, More than 7 projects: 5 marks	Considering the minimum requirement of 5 years of experience, asking for 'more than 7 projects' for maximum marks seems to be on a higher side. We request the Department to reduce this requirement as below: 2 projects: 3 marks, 3 to 4 projects: 4 marks, More than 4 projects: 5 marks	Please See Addendum 18
9	Clause 3.7.2. page no 18 Technical Bids criteria for point allotment	<u>Financial consultant</u> Experience in handling PPP projects independently with central /state gov. for 3 projects: 3 marks, 3-5 projects 4 marks , more than 5 : 5 marks	Considering the minimum requirement of 5 years of experience, asking for 'more than 7 projects' for maximum marks seems to be on a higher side. request the Department to reduce this requirement as below: 2 projects: 3 marks, 3 to 4 projects: 4 marks, More than 4 projects: 5 marks 5 years is too less of an experience for someone to have undertaken more than 5 PPP projects	(Please see Addendum 10):
10	Clause 3.73, Page 21 Financial Evaluation	<u>Final evaluation shall be done on "Quality & Cost Based Selection" method (QCBS). The weightage for</u>	We request the Department to revise the weightages are below: 3.7.1 Technical (TS) -80%	No change

		<p><u>the composite evaluation shall be awarded as below:-</u></p> <p><u>3.7.1 Technical (TS) –70%</u></p> <p><u>3.7.2 Financial (FS) –30%</u></p>	<p>3.7.2 Financial (FS) –20%</p> <p>Revising the criteria to QCBS 80:20 shall lead to selection of a more Technically competitive firm which shall be imperative for the successful execution of the assignment</p>	
11	Section 3.2 Eligibility Criteria	<p>For the purpose of this Invitation for RFP document, the bidder should be a Company registered in India under the Companies Act, 1956/2013 or a partnership firm registered under the Partnership Act, 1932 / Limited Liability Partnership Act of 2008 (as amended from time to time) and operating for the last 15 years in Consultancy Business. Any kind of consortium/ Joint Venture / Sub-contracting</p>	<p>Since most legal firms don't provide other Transaction services and vice versa.</p> <p>We request that the following may be considered.</p> <p>Applicant may be a consortium or Joint Venture.</p> <p>The lead partner shall be responsible for delivery of project in accordance with the RFP.</p> <p>All the consortium/ JV partner shall be jointly and severally liable for execution of the project.</p>	For legal please see Addendum no.18
12	Page 19, criteria for point allotment A. Firm Experience max =45	<p>Experience of assisting State governments /PSUs /private companies in public private partnerships projects</p>	<p>We request the authority to kindly amend this criteria as follows:</p> <p>Experience of assisting State governments /PSU/ private companies in public private partnerships project , Max 9 points for each ongoing /completed project . Each project to be of minimum 100 crore INR in last 10 years</p>	No change
13	Page 21, 3.8 award of contract	<p>The bidder shall furnished performance bank guarantee @10 % of contract value</p>	<p>Performance bank guarantee for such projects is generally 5% , accordingly , we request the authority to amend this clause to:</p> <p>The bidder shall furnished performance bank guarantee @5 % of contract value</p>	No change

14	Date extension		We request the authority to kindly extend bid due date by 2 weeks	It is clarified that the final date of online bid submission has been moved to 18th Sept , 2020.
15	General		We request the authority to kindly provide increment of 10-15% annually to the key personnel as it is generally so in case of such projects	The Authority and the Bidder shall decide the rate of increment after mutual agreement .
16	Page no 41	Performa 6: certificate from statutory auditor	Obtaining certificate from statutory auditor takes a lot of time , accordingly we request the authority to kindly accept this form certified from CA	Please see addendum no.—28 ----
17	Clause 2.2 “Conflict of Interest”	The selected bidders should provide professional, objective, and impartial consultancy services and at all times hold the Board’s interest as paramount, strictly avoid conflicts with other assignments/ jobs or their own corporate interests and act without any consideration for future work.	It is request that the term “Bidder” should be restricted to “Engagement Personnel”.	See Addendum 13
18	Section 4: Scope of Work Policy and planning) Page 23	(b) Monitor the investment climate across various Infra sectors and engage Government and other stakeholders in policy dialogue on reforms to enhance the incentive framework for increased private participation.	We understand that the monitoring of investment climate shall be as per pre-specified parameters by PIDB. Also please indicate what will be the role of consultant in engaging in policy dialogue on reforms to enhance the incentive framework for increased private participation.	PIDB does not specify parameters for investment climate monitoring . The market assessment is responsibility of the bidder and then take appropriate actions It is clarified the Consultants are required to engage as a medium of dialogue between the private sector and the Govt. so as to encourage private participation. The consultants are also required to study best practices in PP P mode . and enable the Govt. to formulate new policies and encourage the Private players.
19	Section 4: Scope of Work (assist in Policy and planning) Page 23	Keep abreast of latest trends and developments in addressing PPP related issues. Ensure comparability of the Department's operations to best practices.	Please specify how PIDB proposes to ensure comparability of the Department's operations to best practices.	As discussed above, it involves research and study of the successful projects at global level and referring the best suitable models for PIDB projects.

20	Section 4: Scope of Work (Review of Project and Risk Management) Page 23	a) Analyse and recommend PPP risk allocation and develop an appropriate risk profile for the project.	Please define the "Project". We understand that the consultant will have no role in project development.	(Please see addendum no 11)
21	Section 4: Scope of Work (Review of Project and Risk Management) Page 24	e) Ensure quality of lending and non-lending private sector development and Public Private Partnership operations.	Please define how PIDB proposes to ensure quality of lending and non-lending private sector development.	Monitor the effective usage of financial and non financial assets lended by the government to the private player(successful bidder)
22	Section 4: Scope of Work (Review of Project and Risk Management) Page 24	Ensure that the government's explicit and implicit fiscal obligations and risks are determined in the feasibility study stage and that these are communicated to the departments.	We understand that the feasibility study will be conducted by PIDB and is not in the scope of current RFP.	feasibility is part of scope of work
23	Section 4: Scope of Work (Review of Project and Risk Management) Page 24) Assisting and coordinating in litigation matters.	Our understanding is that we would not be required to draft legislation and/ or regulations and our scope would be limited to providing comments from technical and commercial perspective. Please confirm if the understanding is correct	Please see addendum 21
24	Section 4: Scope of Work (Assist in Bid Process Management) Page 24	Drafting of Bid documents, Request for Proposals, Request for Engagements, Concession Agreements, carrying out the bidding process, preparation of Notice of Award and Letter of Award, etc.	Please modify the clause to "Drafting of Bid documents, Request for Proposals, Request for Engagements, Concession Agreements, assistance in carrying out the bidding process, preparation of Notice of Award and Letter of Award, etc."	The correction is accepted. Please see Addendum no 22
25	5.9 Substitution of Team members	(i) Not more than one (1) substitution of team shall be allowed	We understand that the cap on substitution shall be for each position	No, it is combined for the 2 consultants

	Page 30	during the First year of assignment (ii) Not more than two (2) substitution of team shall be allowed during the entire assignment period.	in the team.	
26	Appendix A, Clause b	The following documents in relation with Request for Proposal issued for selection of bidder shall be deemed to form and be read and construed as part of this Agreement viz:	Request you to kindly include 7) Bidder's proposal dated ____.	Please see Addendum no 4 :
27	Clause 5.8 and page 28 (highlighted) - Penalty clause.	If the progress of assignment is found to be non-satisfactory or delayed at any point of time, PIDB reserves the right to impose penalty @2% of monthly payment for each default. The sum total amount of all unpaid and paid penalties shall not exceed 5% of total assignment fee. The Board reserves the right to recover any dues payable by the selected Bidder / penalties from any amount outstanding to the credit of the selected bidder, including the pending bills and/or revoking the bank guarantee under this contract	Bidder shall not be liable for Penalty in this clause if the default/delay is not solely attributable to the Bidder.	It is clarified that this clause is related to the Consultants overall work performance, which shall be reviewed by PIDB. The penalty is applicable only in the cases where it is found that due to the Consultants unsatisfactory performance and lack of technical , financial I know how of the given project has caused undue delays in meeting the time lines and has resulted in loss to the Govt.
28	Limitation of Liability		"Notwithstanding anything contained in this RFP, In accordance with standard industry practice, Bidder's aggregate liability under this RFP and in connection with the services shall be for direct damages and shall, in all circumstances and events, be limited	Not accepted. Any loss caused, whether direct, indirect or consequential, due to action of consultants or the bidder shall amount to default and damages shall be deducted as per the provisions of RFP.

			to one time the fees paid to Bidder. Bidder shall not be liable for any indirect or consequential losses.”	
29	General –		The services under this mandate are different from the services under the TA mandates awarded under the empanelment of Transaction Advisors with Govt. of Punjab. However, team members already posted at Chandigarh for the TA mandates, if eligible, may be allowed to work under this mandate. There will not be any conflict of interest in such cases.	No. The Consultants have to be placed in the office of PIDB for full time and they shall not be allowed to carry out other Transaction advisory work as already specified in RFP.
30	Section 4: Scope of Work / Participation in internal and external training programs and conferences/webinar/promotional events, Page 25 of RFP document	Participate in and contribute to internal and external training programs and conferences/webinar/promotional events on private sector development and PPPs.	Please confirm.	The successful bidder is required to train the employees of PIDB and Government from time to time by conducting webinars , conferences etc. on PPP mode.
31	Clause 5.9 Substitution of Team members, Page 28 of RFP document	<p>Not more than one (1) substitution of team shall be allowed during the First year of assignment</p> <p>(ii) Not more than two (2) substitution of team shall be allowed during the entire assignment period.</p> <p>(iii) All such above substitutions shall be by equally or better qualified and experienced personnel to the satisfaction of the PIDB.</p> <p>Without prejudice to the foregoing, substitution of the team member over</p>	<p>We submit that the events such as demobilization of a team member due to ill health or resignation by the team member are beyond the control of consultant firm.</p> <p>We request to allow substitution of team members without conditions.</p>	Please refer to clause 5.9 of RFP. Events such as ill health and resignation are acceptable as reasonable ground for substitution of team member. However, using this as ground to substitute all the consultants cannot be accepted and creates reasonable doubts. In such an event PIDB may terminate the contract without being liable.

		and above as mentioned in (i) & (ii) maybe permitted by the Managing Director, PIDB subject to imposition of penalty to a maximum of Rs. 2.00 Lacs for first substitution and Rs. 3.00 Lacs for each of further substitutions. PIDB reserve its right to reject the proposed substitution and may terminate the Contract of the consulting firm.		
32	Performa 7: Special Power of Attorney, Page 42 of RFP document.		In the wake of COVID-19 pandemic situation, document certification and courier services are frequently disrupted. Also, the requirement of Power of Attorney may be waived off if the Application is signed by a partner of the Bidder in case of limited liability partnership. We request you to kindly waive off the requirement of Power of Attorney for proposal submission.	Please see Addendum no 5
33	Details related to no. of projects identified and expected to be taken up for implementation by the department have not been mentioned.- EY		We request you to provide the details about numbers of projects identified and total number of projects to be taken up by the department , as it would help in understanding the requirement of team for this assignment.	Project constitutes the Projects as mandated to PIDB by Administrative Department from time to time.
34	Section 4: Scope of work Scope of work includes assistance in		Looking at the scope of work mentioned in the document, it is requested to increase the number of consultants to at-least 6 instead of three , as three consultants mentioned	No Change.

	policy and planning, liaise with various departments, private sectors and private sector lending institutions etc, financial structuring of the projects, review risk analysis, Financial structuring of various issues and analyse all the financial models, assistance in litigation matters and drafting, evaluating and vetting all the bidding documents etc		in the RFP will not be able to deliver the required support efficiently. Also, it is requested that PPP and financial expert with 10-15 years of experience should also be engaged for 3 days in a week for the reviewing the technical scope mentioned. The kind of scope mentioned will also involve the approvals from higher authorities as our internal process.	
35	Clause 5.10 Indemnity		It is requested to remove Clause 5.10. It is requested that Consultant's liability under this agreement should be limited to the fee paid for the services to the consultant.	No Change.
37	Page 23, Section 4: Scope of Work		Request for List of Assets to be evaluated (list of projects to be evaluated)	As per provisions of RFP.
38	Page 12, Section 2: Instructions to Bidders, Sub Clause	E-payment Instructions All payments (Tender fees and EMD) are to be made online through the e-	Request for clarity on Mode of EMD, Tender Fee and Processing Fee Payment.	NO Change ,Processing Fee Payment has to be made by the bidder.

	2.7 E-payment Instructions	payment gateway prior to submission of bids as per details given in the Data control sheet. For detailed information regarding modes of payment etc., please refer to instructions to bidders for e-tendering (Appendix A).		1
39	1. Page no. 12 Clause 2.8 (b) -	The bidder shall furnish EMD amounting to INR 5 lakhs (Rupees Five Lacs Only) (specified in Data control sheet). EMD is required by the Board against risk of company's / agency's conduct, which would warrant EMDs' forfeiture.	We kindly request for the EMD to be Reduced to Rs 1 Lakh	No Change
40	Page no. 14 Clause 3.2 (2)		We kindly request you to change the criteria as "The average annual turnover of last three financial years (2016-17, 2017-18 and 2018-19) exclusively from Professional Fees from consulting services should be minimum Rs 30 Crore ".	No change
41	Page 32 Clause 5.19	The engagement shall be purely on retainership basis only. The consulting firm/bidder shall submit itself to the orders of the PIDB from time to time. The deployed team members shall devote their whole time to the duties of PIDB and shall obey	We kindly request you to clarify whether the 3 member team would be working from the PIDB office on a 100% attendance basis or will they be working from the Consultant's Local office in	They will work in PIDB office on 100 % attendance basis

		with the orders and directions issued from time to time. During the period of Agreement, the deployed team member shall not engage in any other business or other activities for financial gains.	Punjab/Chandigarh ?	
42	Page 6 – Document Control Sheet Point 4	online submission of bids 31/08/2020 upto 3:00PM Submission of bids in Physical form (Hard copy) 31/08/2020 upto 3:30 PM	We kindly request your office to provide 2 weeks post the responses to the pre-bid queries for the submission of the bids.	No change
43		If the progress of assignment is found to be non-satisfactory or delayed at any point of time, PIDB reserves the right to impose penalty @2% of monthly payment for each default. The sum total amount of all unpaid and paid penalties shall not exceed 5% of total assignment fee.	Kindly mention If penalties payable including mentioned in 5.8 , 5.9 and any other penalty will not exceed 5% of total assignment fee or actual fee paid till date whichever is lower	They will not exceed 5% of total assignment fee
44	5.10 indemnity	Successful Bidder who has been awarded the contract (the "Indemnifying Party") undertakes to indemnify contractor (the "Implementing Agency") from monetary loss or loss of reputation to any customer Department/s arising	Kindly allow for reciprocal indemnity to the successful bidder for any loses arising out of actions of other parties. further , kindly also provide for limitations of total liability of the successful bidder to the extent of actual fee paid to the bidder under proposed assignment	No Change. As per provisions of RFP.

		in favor of any person, PIDB or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance.		
45	5.11 Termination of Contract	<p>i) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.</p> <p>ii) If the selected bidder fails to perform as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract.</p> <p>d) In the event of the sum of all , unpaid penalties exceeding 5% of the contract value on any given date , contract shall stand terminated automatically and PBG shall be revoked in total</p>	<p>Given the nature of proposed assignment , the said clause can be open ended as timelines to be followed are not clearly defined at this stage .</p> <p>Kindly explain PBG shall stand revoked in total in context of this clause</p>	The timelines are subject to the project in hand. The amount of penalty shall be deducted/recovered from PBG or pending bills. In case it exceeds 5% of the of total assignment fee leading to termination, then the PBG shall be forfeited.
46	5.13 Termination for Convenience	The Board reserves its right to terminate, by prior written	Kindly allow reciprocal rights to successful bidder , without triggering invocation of BG and	No Change

		notice of one month, the whole or part of the contract, at any time for its convenience	allowing for payments of dues outstanding till date of termination	
47	Performa 4: Prior experience	Format: Consulting fee	Request to allow to leave the cost of assignment column blank and requirement of certification of minimum contract value shall be done away	No Change.
48	Performa 4: Firm experience	Format : Cost of Assignment		
49	Page no. 12 Clause 2.8 (b) -		EMD is specified is only Rs 5 lakhs, total value of the consultancy contract value will not exceed Rs 5 Cr per annum. If so, what is logic in defining 20 times of contract value as minimum eligibility condition of the contract.	The EMD is normally calculated as approx. 5% of the maximum estimated total project value, the same has been used here.
50	Clause 3.2(3)	<u>At least 200</u> full time and permanent professional Staff including <u>at least seven</u> each in Technical, Finance and Law fields on its rolls.	Bidder shall have at least 200 employees in its rolls. The scope of work as per RFP specified deployment of 3 persons. The minimum requirement of 200 employees with the bidder when the actual requirement is only for 3 persons is unjustified.	Its clarified that minimum eligibility of company to apply for the bid is that company should be operating for the last 15 years or more , based on this criteria, it is assumed that company must be having at least 200 employees on its rolls and also must be having at least 7 procurement and 7 financial personnel as required in RFP, out of which the bidder shall deploy the required number of consultants .