

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification	Response
	Section Ref	Clause Ref			
1	Documents - Combined tech and final evaluation	3.4 Page # 37	Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows: $S = ST \times Tw + SF \times Fw$ Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be <b>0.70 and 0.30</b> respectively	Authority is requested to change the weightages for Technical Score and Financial Score to 0.80 and 0.20 respectively, as in such a strategic RFP, higher weightage needs to be allotted for technical score. There is precedence for adopting 80:20 weightage for technical and financial scores in many RFPs of Govt. Departments. For instance, Financial Consultants and Transaction Advisors were appointed by NMCG by adopting 80:20 weightage between technical and financial scores. The RFP is attached as Annexure 2 for reference (Page # 36 of RFP) Authority is requested to modify the clause as follows Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be <b>0.70 and 0.30 0.80 and 0.20</b> respectively	<i>The last part of clause 3.4.2 shall read as following: -            “Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively”.</i>
2	Documents – Criteria for Evaluation	3.1. Page # 33	Financial Capacity / Turn Over Average Annual Turnover from consulting business, during past 3 (three) financial years preceding the Proposal Due Date (Excluding IT, Audit and Taxation) 50 Cr – 100 Cr : 1 Mark 101 Cr – 150 Cr: 2 Marks 151 Cr – <b>250 Cr</b> : 3 Marks > <b>250 Cr</b> : 5 Marks	The Authority is requested to modify the criteria to grant full score for average revenues of INR 200 Cr, by increasing the scoring with every 50 Crore increase in average revenue of the firm Authority is requested to modify the clause as 50 Cr – 100 Cr : 1 Mark 101 Cr – 150 Cr: 2 Marks 151 Cr – 200 Cr : 3 Marks > <b>200 Cr</b> : 5 Marks	<i>No change is required.</i>

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3	Documents - Eligible Technical Consultancy Assignments	3.1.4B Page # 36	For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/consultancy assignments/Project Management consultancy in respect of preparation of feasibility report and/or detailed project report including market surveys, Project supervision & monitoring etc. shall be deemed as eligible assignments (the “Eligible Technical Assignments”) where the payment of professional fee to the Applicant was at least Rs.50lakh (Rupees fifty lakh) in case of a project in India, or US \$ 1,25,000(US\$ one hundred twenty five thousand ) for any <b>infrastructure project elsewhere</b> (the “Projects”).	<p>Authority is requested to kindly consider experience in preparation of feasibility report / DPR / Project Management, etc. in relevant sectors such as <b>pharmaceutical, healthcare,</b> etc. in addition to infrastructure projects, as <b>experience in relevant downstream sectors is critical for the success of the engagement.</b></p> <p>Authority is requested to modify the clause as follows  ...where the payment of professional fee to the Applicant was at least Rs.50lakh (Rupees fifty lakh) in case of a project in India, or US \$ 1,25,000(US\$ one hundred twenty five thousand ) for any <b>infrastructure project or projects in pharmaceutical, healthcare and other downstream sectors of radio-isotopes</b> (the “Projects”).</p>	<i>Please refer to explanation of infrastructure project under section A of Clause 3.1.4 wherein it is explained healthcare sector is included in infrastructure project.</i>

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4	Documents – Technical Proposal	2.14.17 Page # 23	<p>A Bidder, if it considers necessary, either during the submission of the bid or at any point in time during the course of the assignment / work, may propose suitable Sub-Consultants in specific areas of expertise.</p> <p><b>A Sub-Consultant, however, shall not be a substitute for any Key Personnel.</b></p>	<p>Authority is requested to explicitly allow bidders to engage sub consultants as a part of project team <b>including key personnel</b>. This will enable bidders to leverage specific expertise available with independent experts who are not a part of any organization. The bidder shall be responsible for the overall quality of output from the sub-consultant This is an accepted practice in Government and PSU tenders. Further, legal firms can only be appointed as sub-consultants, as they cannot be formally a part of the consortium, as guided by Bar Council and Ministry of Law and Justice rules - <a href="http://www.barcouncilofindia.org/wp-content/uploads/2010/05/BCIRulesPartVonwards.pdf">http://www.barcouncilofindia.org/wp-content/uploads/2010/05/BCIRulesPartVonwards.pdf</a> Part VI, Chapter III clause 2</p> <p>Authority is requested to modify the clause as follows</p> <p>A Bidder, if it considers necessary, either during the submission of the bid or at any point in time during the course of the assignment / work, may propose suitable Sub-Consultants in specific areas of expertise.</p> <p>A Sub-Consultant, however, shall not be a substitute for any Key Personnel.</p>	<p><i>The clause may be modified as following:</i></p> <p><i>- (clause 2.14.7 (Page # 23))</i></p> <p><i>“A Bidder, if it considers necessary, either during the submission of the bid or at any point in time during the course of the assignment / work, may propose suitable Sub-Consultants in specific areas of expertise including Key Personnel (except “Team Leader and Strategy Expert”). If such sub-consultant is engaged as Key Personnel, the Consultant shall ensure that the same Sub-Consultant be engaged for the entire duration of engagement. Credentials of such Sub-Consultants should be submitted in Form-13 of Appendix-I.”</i></p>									
5	Instruction to Bidders – Schedule of Selection Process	1.7 Page # 7	<p>BARC / DAE response to queries: 12th August 2020</p> <p>Proposal Due Date: 14th August 2020</p>	<p>Authority is requested to provide <b>at least 2 weeks for submission</b> from the date of issuance of response to pre-bid queries by bidders to enable us to prepare a high quality submission</p>	<p><i>Clause 1.7 of Invitation for Proposal # page 7) Schedule of Selection Process is modified as below: -</i></p> <table border="1"> <thead> <tr> <th></th> <th><i>Description</i></th> <th><i>Date</i></th> </tr> </thead> <tbody> <tr> <td><i>1</i></td> <td><i>Last date for receiving queries/clarifications</i></td> <td><i>07/08/2020</i></td> </tr> <tr> <td><i>2</i></td> <td><i>Pre-Proposal Conference</i></td> <td><i>10/08/2020 at 3:00pm</i></td> </tr> </tbody> </table>		<i>Description</i>	<i>Date</i>	<i>1</i>	<i>Last date for receiving queries/clarifications</i>	<i>07/08/2020</i>	<i>2</i>	<i>Pre-Proposal Conference</i>	<i>10/08/2020 at 3:00pm</i>
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					3	BARC/DAE response to queries	12/08/2020
					4	Proposal Due Date or PDD	20/08/2020 by 3:00pm
					5	Date for presentation on Approach & methodology	21/08/2020
					6	Opening of Proposal	24/08/2020 (25/08/2020 is kept as reserved day)
					7	Letter of Award (LOA)	Within 10 days of PDD
					8	Signing of Agreement	Within 7 days of LOA
					9	Validity of Proposals	90 days from Proposal Due Date

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6	Documents – Submission of Proposals	2.16 Page # 25	The Bidders shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions The Proposal will be sealed in an outer envelope which will bear the address of the BARC/DAE, RFP Notice number, Consultancy name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Bidder	The Authority is requested to kindly <b>allow electronic submission</b> of proposals, as practiced by most Government organizations. Specifically, with restricted movement during COVID 19 pandemic, it will be <b>difficult for bidder to submit hard copies</b> of the proposals at BARC	<i>As the proposal is for two part bid process including financial proposal which can not be accepted via online submission. Hence, no change is proposed.</i>
7	Documents – Technical Proposal	2.14.2 Page # 22	Key Personnel would be available for the period indicated in the TOR;	The Authority is requested to specify the time commitment required from individual key experts during the course of the project. This will ensure standardized effort estimation across all bidders and will ensure the right level of deployment for the Authority In addition, Authority is also requested to specify the requirement (number & time commitment) for the full time i.e. support personnel This is an accepted practice in Government and PSU tenders.	<i>The engagement of key personnel is on requirement basis. The consultant can present their plan for engagement during the presentation on approach and methodology.</i>
8	Conditions of Eligibility of Bidders	2.2.2 (D) Condition of Eligibility for Key Personnel, Financial expert	Person should have undertaken financial modelling and analysis/ financial structuring/valuation for at least 2 projects in any infrastructure sector	Understanding of financials of downstream players can add significant value in structuring a successful transaction for BARC. Therefore we request BARC that financial expert may also be allowed to showcase financial expertise in the healthcare sector. Authority is requested to modify the clause as follows Person should have undertaken financial modelling and analysis/ financial structuring/valuation for at least 2 projects in any infrastructure and <b>healthcare sectors</b>	<i>Please refer to explanation of infrastructure project under section A of Clause 3.1.4 wherein it is explained healthcare sector is included in infrastructure project.</i>

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9	Others	<p>Clause 2.31: Proprietary Data, Page 33 of the RFP document;</p> <p>Clause 8: Completion of Services, page 48 of the RFP document</p>	<p>In addition, the Authority is requested to consider the following changes in the draft contract, in case we are awarded the project</p> <ul style="list-style-type: none"> <li>• Capping our liability at the amount of fees we will earn. The core of our firm’s risk mitigation strategy is to ensure that no particular contract presents a risk that could jeopardize the firm at-large. Our view is that our potential upside (our fees) should be equivalent to our potential downside (our aggregate liability) for any project we take on. Note that we are willing to consider carve-outs to the cap on liability for any unlikely situation where we engage in gross negligence, willful misconduct, fraud, or breach of confidentiality or third party intellectual property rights.</li> <li>• Protecting our reputation. Our brand is essential to our continued success. And our work product is intended solely for the internal use of you, our client. Accordingly, we expect that our clients agree not to distribute our work to third parties and also not to refer to A.T. Kearney or attribute any information to A.T. Kearney in any documentation or communication external to (or reasonably likely to be distributed externally by) our clients, including in press releases and on web sites.</li> <li>• Retaining ownership of underlying frameworks, methodologies, tools. Our consultants bring a set of valuable tools with them to your project. These tools were developed by our consultants in part on previous projects we have done for previous clients. To continue this essential development of our consulting toolkit, we need to retain ownership of our pre-existing intellectual property, as well as the consulting frameworks, methodologies, analytical tools and industry data and insights that may be used or developed by our consultants in the course of our work for you.</li> <li>• Non-standard contract provisions. We have found the</li> </ul>	<ul style="list-style-type: none"> <li>• <i>The liability clauses are well defined in the RFP and does not require any change.</i></li> <li>• <i>Unless the information is not related to any mis-representation or breach of intellectual property right or any matter which is causing legal liability or dispute with the third party, it will not be attributed to the Consultant in any external release.</i></li> <li>• <i>The request is agreeable for the pre-existing intellectual property, consulting frameworks, methodologies, analytical tools and industry data only. Any tool, data, information, intellectual property developed during the present assignment will be exclusive property of the BARC/DAE.</i></li> <li>• <i>The last point is not acceptable. The ToR is detailed in the RFP hence if there is any clarification required, the</i></li> </ul>	

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				above contractual provisions to be the ones that we most commonly negotiate with our clients, and we are able to accept most other contractual provisions. However, if there is a very unusual provision in your agreement, we are likely to need to discuss it with you before accepting it.	<i>Consultant shall approach BARC/DAE by 07/08/2020 or on 12/08/2020.</i>
10	Invitation of Proposal	2.2 (D) Conditions of Eligibility for Key Personnel Team Leader and Strategy Expert MBA/PGD/Bachelors' degree in Engineering/CA/CFA or equivalent in relevant subject	Person should have experience of senior consulting leadership roles in strategy/program management/ policy/PPP/Transaction Advisory/Project Planning/Project Supervision preferably in nuclear reactor or related technologies, radioisotope technologies, health care, especially nuclear medicine	PPP in the field of nuclear reactor or related technologies and/or radioisotopes technology are not present in Indian context. It is requested that experience may be limited to healthcare and/or infrastructure sector.	<i>Experience in Nuclear reactor and related area is desirable and is very beneficial to the project. Consultant is free to pick the key person as per their choice. Hence, the request is not acceptable.</i>
11	Invitation of Proposal	2.2 (D) Conditions of Eligibility for Key Personnel Person with requisite knowledge of nuclear reactor and radioisotope production and applications		Given the specialized nature of the sector, experience of both - nuclear reactor and radioisotope production & applications would be difficult to secure in the Indian context. It is therefore suggested that the clause may be amended as below: <i>"Person with requisite knowledge of nuclear <b>physics</b> and its applications such as reactor, radioisotope production, nuclear medicine etc."</i>	<i>No changes required.</i>

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12	Invitation of Proposal	Clause 2.2.3 # page 11	Requirement of Statutory Auditor Certificate for supporting documents	In the wake of the current COVID – 19 situation, most of the offices are working virtually / remotely with restrictions on movement. Considering the time required to get the documents certified by the Statutory Auditors, we would request you to consider certificates from established Chartered Accountant Firms.	<i>The request is acceptable in all the certification except for thee certification for financial information related to Annual Statements. It is proposed to accept the digitally signed copies also. The certification from any CA can be accepted where any certification for other than financial data is required.</i>
13	Documents	2.14.2 (g) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Bidder. Photocopy or unsigned / countersigned CVs shall be rejected;		In view of COVID, the courier and collection services are frequently disrupted. We request that scanned signature may be accepted at the proposal stage and the CVs with original signature may be collected and verified from the winning bidder.	<i>This request is accepted.</i>
14	Documents	2.14.2 (m) Bid Process fee and 2.20 Bid Security	2.14.2 (m) Bid Process fee of Rs. 10,000/- (Rupees ten thousand only) in the form of Demand draft/Banker's Cheque Drawn in favour of Accounts Officer, BARC, Payable at Mumbai has been enclosed  2.20.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs. 1,00,000(Rupees One Lakh only) in the form of a Demand Draft/ Bank Guarantee	In view of COVID, the bank operations and collection services are frequently disrupted. We request that NEFT/RTGS payment may be accepted towards Bid Process Fees and Bid Security. We would also request for NEFT/RTGS details for the same.	<i>This is not acceptable as Banking services are always in operation and accepting NEFT/RTGS transaction is not possible at present.</i>

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15	Documents	2.22.3 (e)	It is accompanied by the Power of Attorney as specified in Clause 2.2.4	We understand that as per Clause 2.2.4 Power of Attorney would not be required if the Application is signed by a partner of the Bidder in case of limited liability partnership. Kindly confirm our understanding.	<i>This is very clearly defined in 2.2.4, hence no further clarity is required.</i>
16	Documents	3.1.4 Eligible Assignments A. Eligible Financial Consultancy/Transaction Advisory/Sectoral Assignments.	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, multilateral agencies, statutory authority, public sector entity for any large infrastructure project in respect of greenfield Public Private Partnership(PPP)concession design, restructuring, transaction support and project management(the "Eligible Financial Assignments") where the payment of professional fee to the Applicant was at least Rs.1,00,00,000 (Rupees one crore) in case of a project in India, or US\$2,50,000(US\$ Two hundred fifty thousand )	The Niti Aayog model RFP for Transaction advisor describes relevant services as "preparation of revenue model and/or preparation of transaction / bid documents and other similar assignments in relation to the bidding process or other transactions" in relation to brownfield as well as green field PPP projects.  We understand that the intent of the requirement is that the Consultant should have experience of structuring and/or transaction advisory for PPP project.  Accordingly, the relevant section may be amended as below: "... <del>greenfield</del> Public Private Partnership(PPP)concession design <del>and</del> restructuring/ transaction support and <del>project</del> management"	<i>It is not acceptable as the intended project is greenfield project hence the requisite experience should be in greenfield project. No changes required.</i>

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			<p>for any infrastructure project elsewhere (the “Projects”).</p>	<p>We would like to submit that the fee <u>received</u> threshold of at least Rs.1,00,00,000 (Rupees one crore) in case of a project in India, or US\$2,50,000 elsewhere and also, requirement of over 15 such projects for maximum marks is not aligned with market benchmark for transaction advisory work for Government Authorities in the Infrastructure sector.</p> <p>Further, requirement of projects on different MCAs severely restricts the eligible projects.</p> <p>We request that fee threshold may be reduced to INR 50 Lakhs in alignment with technical projects threshold.</p> <p>Based on above, we</p> <p>A. <i>Eligible Financial Consultancy/Transaction Advisory/Sectoral Assignments.</i></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, multilateral agencies, statutory authority, public sector entity for any large infrastructure project in respect of <del>greenfield</del> Public Private Partnership(PPP)concession design <del>and</del>restructuring/ transaction support and <del>project</del> management(the “Eligible Financial Assignments”) where the payment of professional fee to the Applicant was at least Rs.50,00,000 (Rupees Fifty lakhs) in case of a project in India, or US\$1,25,000(US\$ One hundred twenty five thousand ) for any infrastructure project elsewhere (the “Projects”).</i></p> <p><del>Provided that all Eligible Assignments relating to projects based on the same Model Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment. Infrastructure sectors include power, roads, bridges, ports, airports, railways, logistics, Townships,</del></p>	<p>The clause 3.1.4 “Eligible Assignments A. Eligible Financial Consultancy/Transaction Advisory/Sectoral Assignments” is amended as follows: -</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, multilateral agencies, statutory authority, public sector entity for any large infrastructure project in respect of green field Public Private Partnership (PPP) concession design, restructuring, transaction support and project management (the “Eligible Financial Assignments”) where the payment of professional fee to the Applicant was at least Rs.50,00,000 (Rupees Fifty lakh) in case of a project in India, or US\$1,25,000(US\$ One hundred twenty five thousand ) for any infrastructure project elsewhere (the “Projects”).</i></p>

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				<p><i>industrial infrastructure (industrial townships, SEZs, industrial parks), tourism infrastructure, urban transport, urban utility infrastructure (city gas utility, solid waste management), water treatment plants, distribution networks, sewer networks, sewage treatment plants, common effluent treatment plants, desalination plants, health care sector. DPR preparation and technical assessment assignments will not be counted as Eligible Assignment.</i></p>	

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17	Documents	3.1.4 Eligible Assignments	<p>A. Eligible Financial Consultancy/Transaction Advisory/Sectoral Assignments.</p> <p>3.1.4 B. Eligible Technical Consultancy Assignments</p>	<p>We understand that project comprising of integrated consultancy involving Technical Consultancy as required in this clause as well as PPP structure /Transaction Advisory shall be counted in both categories viz. 3.1.4 A &amp; B</p>	<p><i>The understanding is correct.</i></p>
18	Invitation for Proposal	Clause 2.1.1, # page 8	<p>“Detailed description of the objectives.....However maximum number of members/partners are limited to three and other terms and conditions of the RFP document are applicable to each member, jointly and severally, of the consortium/joint venture. Also all members of the consortium are jointly and severally responsible for performance of the assignment.”</p>	<p>We submit that each of the members of the Consortium has specialized expertise and capabilities and they come together to offer the complete spectrum of the services desired by the Authority. One Consortium partner cannot be responsible for the work of expertise other partner. We understand that all the Consortium partners are not jointly responsible for the performance of the assignment.</p> <p>Please confirm our understanding.</p>	<p><i>It is clarified that all members of the consortium are individually and jointly responsible. We treat it as collective responsibility.</i></p>
19	Invitation for Proposal	Clause 2.3: Conflict of Interest # page 12 Schedule-3: Guidance note on Conflict of Interest		<p>As is a generally accepted practice in similar work now days, we request that Conflict of Interest obligations may be restricted to only the Consultancy team and staff directly involved in delivery of the engagement.</p>	<p><i>The Schedule 3 is self explanatory and does not warrant any change.</i></p>

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20	Schedule 2: Agreement	Clause 3.4.3 #page 65	<p>“The Parties hereto agree..... Provided such loss shall be limited to (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>We submit that the damages should be limited to the Agreement Value and not to the proceeds from insurance as most forms have umbrella profession liability and other insurances which extend beyond one project.</p> <p>It is proposed to modify the clause as follows:</p> <p>“The Parties hereto agree..... Provided such loss shall be limited to <b><u>the Agreement Value set forth in Clause 6.1.2 of this Agreement</u></b>”</p>	<p><i>The proposal is not acceptable as there should be adequate coverage for the losses to the DAE/BARC.</i></p>
21	Schedule 2: Agreement	Clause 3.5: Accounting, inspection and auditing # page 66	<p>“(b) permit the BARC/DAE 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 BARC/DAE.”</p> <p>Clause 3.9: Providing Access to Project Office and Personnel, Page 67 of the RFP document</p> <p>“The Consultant shall ensure that BARC/DAE and officials of the BARC/DAE are</p>	<p>We are bound by Confidentiality and regulatory requirements which may not allow inspection or audit of office premises / documents etc. which may infringe confidentiality of other Clients. We request that obligations may be limited to cooperation with BARC/DAE in making available, any report/ information pertaining to the current assignment.</p> <p><b>Please confirm</b></p>	<p><i>It Is clarified that the inspection is limited to the work/information/reports related to the present assignment only.</i></p>

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			provided unrestricted access to the Project Office and to all Personnel during office hours. The BARC/DAE's official, who has been authorized by the BARC/DAE in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction."		
22	Schedule 2: Agreement	Clause 3.8.3 # page 67	"The Consultant shall hold the BARC/DAE 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 Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the BARC/DAE."	<p>The current provision requires the Consultant to indemnify BARC / DAE which may arise from any un-authorized use of the Consultancy Documents. Un-authorized use of any document is not legal and there are legal remedies available for the same. Requiring the Consultant to indemnify for an illegal act of a third part should not be required.</p> <p><b>Therefore it is requested to please consider deleting the clause.</b></p>	<i>No changes required.</i>

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23	Schedule 2: Agreement	Clause 3.11 # page 68	<p>“The Consultant shall take out and maintain, at its own cost, but on the terms and condition approved by the BARC/DAE against any risk and for the coverage specified in the agreement and shall provide evidence to the BARC/DAE showing that such insurance has been taken out and maintain during the currency of the contract through payment of the premium. The Consultant shall ensure that such insurance is in place prior to the commencement of the services.”</p>	<p>We are a professional services firm and as per standard industry practices, we and other professional service firms subscribe to umbrella professional liability insurance which exceed substantially the coverage required. Such policies are generally agreed upon as per industry norms and terms. Accordingly, we request that the clause may be amended as below:</p> <p><i>“The Consultant shall take out and maintain, at its own cost, <del>but on the terms and condition approved by the BARC/DAE</del>insurance against any risk and for the coverage specified in the agreement and shall provide evidence to the BARC/DAE showing that such insurance has been taken out and maintain during the currency of the contract through payment of the premium. The Consultant shall ensure that such insurance is in place prior to the commencement of the services.”</i></p>	<p><i>The insurance shall be unconditionally covering the risk, losses and damages. Hence, terms and conditions of the insurance shall be agreeable to BARC/DAE.</i></p>
24		New Clauses to be added after Clause 9.4.4. page 76 of the RFP document		<p>10. DAE shall indemnify and hold harmless the Bidder for all losses, claims, expenses, damages, liabilities arising in connection with any third party claim in relation to or pursuant to the contract or the services.</p>	<p><i>No changes required.</i></p>

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25		New Clauses to be added after Clause 9.4.4. page 76 of the RFP document		11. DAE shall not disclose to any third party the advice, opinions, reports or other work product of the Bidder provided hereunder without the prior express written consent of the Bidder.	<i>No changes required.</i>
26		Stakeholder Consultations		It is understood that in case any stakeholder consultation / workshop / Road Shows are to be undertaken, the cost of the same shall be borne by BARC /DAE.	<i>It is clarified that the cost of related to BARC/DAE officials and other logistics arrangements directly related to the event shall be borne by the BARC/DAE. Cost related to the personnel of Consultant and background arrangement shall be made by the Consultant.</i>
27	Terms of Reference	Para 5 – Deliverable – v	–	Para xi states that - Profiling and identifying potential investors by appropriately marketing the project It is requested to please confirm that this would not include domestic / international roadshows etc.	<i>For profiling and identification of the potential investor, Consultant has to draw appropriate arrangement. In case, roadshow (domestic/international) or any other appropriate method would be most appropriate, it shall be arranged by the Consultant.</i>
28	Terms of Reference	– Para 5 – Deliverable – xi		Para xi states that - Assistance in implementation of Concession Agreement (till the formation of SPV) It may be mentioned that, Concession Agreement would be signed only with the SPV. Completion of the scope mentioned in Para x would be achieve the requirement of Para xi.  It is requested to please delete para xi of the scope as it is already covered in Para x	<i>No changes required.</i>

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	Section Ref	Clause Ref									
29	Terms of Reference	Para 6.2 - Timelines and Payment Schedule - Expected Timelines		<p>The expected timelines are mentioned from the date of "Letter of Award".</p> <p>In line with the general industry practice, we suggest these timelines shall be from the date of executing the Consultancy Agreement with BARC/ DAE.</p>	<i>No changes required.</i>						
30	Terms of Reference –	Para 6.2 - Timelines and Payment Schedule - Expected Timelines		<p>Currently it is mentioned that Deliverables i to iv as per Clause 5 is due within 2 months.</p> <p>It is important to consider that typically, Inception report is submitted within 15 days of initiation of the assignment and only after the approval of the inception report, the next stages are initiated.</p> <p>Further, detailed feasibility report should be given at least 3 months from the date of approval of the inception report.</p> <p>Accordingly, we suggest the below deliverable timelines and payment schedule.</p> <table border="1" data-bbox="1225 1010 2040 1485"> <thead> <tr> <th>Deliverable</th> <th>Expected Timelines - From the date of the Contract</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>i. Inception Report - The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the RFP, the</td> <td>0.50 months</td> <td>10%</td> </tr> </tbody> </table>	Deliverable	Expected Timelines - From the date of the Contract	Payment	i. Inception Report - The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the RFP, the	0.50 months	10%	<i>No changes required.</i>
Deliverable	Expected Timelines - From the date of the Contract	Payment									
i. Inception Report - The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the RFP, the	0.50 months	10%									

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification			Response
	Section Ref	Clause Ref					
				methodology to be followed and Work Plan, etc.			
				ii. Detailed feasibility report inclusive of but not limited to global/Indian market survey, growth projections, financial modelling, types of PPP models possible, response of the market to the proposed project, changes required in the regulatory framework/applicable Act	3 months from the approval of the inception report	35%	
				iii. finalizing the PPP model			
				iv. Project Appraisal Report including Financial Model & Analysis			
				v. Profiling and identifying potential investors by appropriately marketing the project	2 months from the approval of the feasibility report	15%	
				vi. Request for Proposal (RFP) and draft Concession Agreement including Schedules			
				vii. Preparation of documents/informati			

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification			Response
	Section Ref	Clause Ref					
				on/report for obtaining statutory clearances			
				iii. Assistance in conducting the Bid Process & closing of Bid Process Report	4 months from the approval of the RFP and Draft Concession Agreement	20%	
				ix. Assistance in Bid Evaluation – both for Technical evaluation & Financial Evaluation.			
				x. Assistance in signing of the Concession Agreement	2 months from the completion of the bidding process.	20%	
31	Documents	Clause 2.16.2 # page 25	<b>2.16.2</b> The Proposal will be sealed in an outer envelope which will bear the address of the BARC/DAE, RFP Notice number, Consultancy name as indicated at <b>Clauses 1.11.1</b> and <b>1.11.3</b> and the name and address of the Bidder.	Amendment in clause			<i>The clause may be read as  <b>“2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the BARC/DAE, RFP Notice number, Consultancy name as indicated at Clauses 1.9.1 and 1.9.3 and the name and address of the Bidder.”</b></i>

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification	Response
	Section Ref	Clause Ref			
32	Documents	Clause 2.22.1 # page 29	<b>2.22.1</b> The BARC/DAE shall open the Proposals on the date and time specified in <b>clause 1.7</b> , at the place specified in <b>Clause 1.11.1</b> and in the presence of the Bidders who choose to attend.	Amendment in clause	<i>The clause may be read as "2.22.1 The BARC/DAE shall open the Proposals on the date and time specified in clause 1.7, at the place specified in Clause 1.9.1 and in the presence of the Bidders who choose to attend."</i>
33	Schedule 2- Agreement	1.1.1 (a)	<b>"Additional Costs"</b> shall have the meaning set forth in <b>Clause 6.1.2</b> ;	Amendment in clause	<i>The clause may be read as ""Additional Costs" shall have the meaning set forth in Clause 2.7.5;"</i>
34	Appendix I- Technical Proposal	Form 8 footnote \$\$	Exchange rate for conversion of US\$ shall be as per Clause 1.7.1	Amendment in clause	<i>The clause may be read as "Exchange rate for conversion of US\$ shall be as per Clause 1.6.1"</i>
35	Invitation for proposal	2.3	Reference to the term "Associates"	We request you to kindly modify the reference to the term "associates" as "associates in India"	<i>No changes required.</i>

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification	Response
	Section Ref	Clause Ref			
36	Initiation for Proposal #Page 05	Clause 1.1.3	With a view to inviting bids for the Project, the BARC/DAE has decided to engage a suitable financial Consultant and Transaction Advisor (the "Consultant") to conduct a feasibility study and evolve a suitable structure of PPP contracts. In pursuance of the above, the BARC/DAE has decided to carry out the process for the selection of a Consultant for the above-mentioned project. <b>This RFP is open to all interested firms/consulting companies including such empaneled TAs firms.</b> The detailed scope of work shall be in accordance with the Terms of Reference specified in Schedule-1 (the "TOR").	We request you to kindly modify the clause as following: With a view to inviting bids for the Project, the BARC/DAE has decided to engage a suitable financial Consultant and Transaction Advisor (the "Consultant") to conduct a feasibility study and evolve a suitable structure of PPP contracts. In pursuance of the above, the BARC/DAE has decided to carry out the process for the selection of a Consultant for the above-mentioned project. <b>This RFP is open to all interested firms/consulting companies including such empaneled TAs firms only in India.</b> The detailed scope of work shall be in accordance with the Terms of Reference specified in Schedule-1 (the "TOR").	<i>No changes required.</i>
37	Invitation for Proposal #page 7	RFP Clause 1.7	Description: Proposal Due Date Date: 14/08/2020 at 03:00 pm	Description: Proposal Due Date :  <b>19/08/2020 at 03:00 pm</b>  We request you to extend the proposal due date to 19 <sup>th</sup> Augusts 2020 such that at least seven days are provided to the bidders to incorporate changes, if any , in the RFP	<i>Please refer to revised schedule as indicated in S.No. 5</i>
38	Invitation for Proposal #page 8	RFP Clause 2.1.4	If the Bidder is a consortium then, the members of the Consortium shall enter into a binding Joint Bidding Agreement in an agreeable format, for the purpose of making and submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia: i. Nominate one of the	We request you to kindly confirm whether the following documents would suffice the requirement: <ul style="list-style-type: none"><li>Joint Bidding Agreement with the provisions mentioned in the Agreement</li></ul>	<i>Yes. The Joint Bidding Agreement with the provisions mentioned in the Agreement will satisfy the requirement of said clause.</i>

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification	Response
	Section Ref	Clause Ref			
			<p>Members as the Lead Member of the Consortium.</p> <p>ii. Convey the intent to enter into the agreement by the Lead Member and subsequently perform all the obligations of the Consultant in terms of the agreement, in case the assignment is awarded to the Consortium;</p> <p>iii. Clearly outline the proposed roles and responsibilities, if any, of each member; and</p> <p>iv. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations under the RFP document.</p>		
39	Invitation for Proposal #page 9	RFP Clause 2.2.2 (A)  3.1.4	<p><b>Technical Capacity:</b> The Bidder shall have, over the past 10 (ten) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments each in Financial consultancy/Transaction advisory Experience and a minimum of 5 (five) Eligible Assignments in Technical Consultancy Experience as specified in Clause 3.1.4 and <b>minimum 3 (three) Eligible Assignments (each Financial consultancy/Transaction advisory Experience and Technical Consultancy Experience) in India</b> A. <b>Eligible Financial Consultancy/ Transaction Advisory/Sectoral Assignments</b> For the purposes of satisfying</p>	<p>We request you to kindly clarify whether the limits specified in clause 3.1.4 will be applicable to the following part of the clause : <b>“minimum 3 (three) Eligible Assignments (each Financial consultancy/Transaction advisory Experience and Technical Consultancy Experience) in India where payment of professional fee to the Consultant is</b></p> <ul style="list-style-type: none"> <li>• <b>Eligible Assignments each in Financial Consultancy/Transaction advisory Experience: INR 70 Lakhs</b></li> <li>• <b>Eligible Assignments in Technical Consultancy Experience: INR 30 lakhs”</b></li> </ul>	<i>Please see point 16 of this document for the amended clause.</i>

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification	Response
	Section Ref	Clause Ref			
			<p>the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority, public sector entity for any large infrastructure project in respect of greenfield Public Private Partnership(PPP)concession design, restructuring, transaction support and project management(the “Eligible Financial Assignments”) <b>where the payment of professional fee to the Applicant was at least Rs.1,00,00,000 (Rupees one crore) in case of a project in India, or US\$2,50,000(US\$ Two hundred fifty thousand ) for any infrastructure project elsewhere (the “Projects”).</b></p> <p><b>B. Eligible Technical Consultancy Assignments:</b>  For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/consultancy assignments/Project Management consultancy in respect of preparation of feasibility report and/or detailed project report including market surveys, Project supervision &amp; monitoring etc. shall be deemed as eligible assignments (the “Eligible Technical Assignments”) <b>where the</b></p>		

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification	Response
	Section Ref	Clause Ref			
			payment of professional fee to the Applicant was at least Rs.50lakh (Rupees fifty lakh) in case of a project in India, or US \$ 1,25,000(US\$ one hundred twenty five thousand ) for any infrastructure project elsewhere (the “Projects”).		
40	Invitation for Proposal #page 10	RFP Clause 2.2.2 (D)	<p><b>Team Leader and Strategy Expert:</b>  <b>Experience on Eligible Assignments:</b>            Person should have experience of senior consulting leadership roles in strategy/program management/policy/PPP/Transaction Advisory /Project Planning /Project Supervision preferably in nuclear reactor or related technologies, radioisotope technologies, health care, especially nuclear medicine</p>	<p><b>The clause may be modified as hereunder:</b>  <b>“Person should have experience of senior consulting leadership roles in strategy/program management/ policy /PPP/ Transaction Advisory/Project Planning/ Project Supervision preferably in Infrastructure Projects”</b></p> <p>Owing to the uniqueness of the requirement of the scope the reason that experience professionals matching the term “nuclear reactor or related technologies, radioisotope technologies, health care, especially nuclear medicine” in the sector are limited</p>	<i>No changes required</i>
41	Invitation for Proposal #page 10	2.2.2 (D)	(D) Conditions of Eligibility for Key Personnel: Each of the Key Personnel <b>must fulfill the Conditions of Eligibility</b> specified below:	Kindly clarify the number of years of experience is to be valid on the Proposal Due Date or at the start of the Project	<i>The number of years of experience is to be valid on the Proposal Due Date.</i>
42	Invitation for Proposal #page 10, Documents #page 33-35	2.2.2 (D); 3.1.3	<p>Conditions of Eligibility for Key Personnel:            Evaluation Criteria</p> <p>Reference to the term “Projects” with reference to key personnel.</p>	<p>We request you to kindly define projects for each key personnel as mentioned hereunder:</p> <p>1. Team Leader and Strategy Expert: Projects with experience of senior consulting leadership roles in strategy/program management/ policy/PPP/Transaction Advisory/Project Planning/Project Supervision preferably in Infrastructure Sector            2. PPP Expert: Person should have PPP/project structuring/strategy/project management/ bid advisory in</p>	<i>No changes required</i>

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification	Response
	Section Ref	Clause Ref			
				<p>PPP projects in any infrastructure sector</p> <p>3. Financial Expert: Person should have undertaken financial modelling and analysis/financial structuring/valuation in any infrastructure sector</p> <p>4. Person with requisite knowledge of nuclear reactor and radioisotope production and applications: Projects in radioisotope production and applications and experience in conducting research, setting up of radio isotopes/radiation processing plants/industrial irradiators/testing of heavy water reactors or other reactors or any other work/project in relation to nuclear reactors.</p> <p>5. Legal Expert: Preparation of draft Concession Agreements, contractual documentation in infrastructure sector</p>	
43	Documents #page 25	2.16.2	<p>The Proposal will be sealed in an outer envelope which will bear the address of the BARC/DAE, RFP Notice number, Consultancy name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Bidder. It shall bear on top, the following:</p> <p>“Do not open, except in presence of the Authorised Person of the Department of Atomic Energy (BARC/DAE)”</p>	<p>We request you to kindly clarify on the content mentioned in clauses 1.11.1 and 1.11.3, since the clauses are missing from the RFP as section 1 ends at clause 1.9.</p>	<i>Please refer to point 32.</i>
44	Documents #page 33	2.30	<p><b>Commencement of assignment</b></p> <p>The Consultant shall commence the Services at the <b>Project site</b> within 7(seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the BARC/DAE may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first</p>	<p>We request you to kindly modify the clause as mentioned hereunder:  <b>The Consultant shall commence the Services within 7(seven) days of the date of signing of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the BARC/DAE may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.</b></p> <p>We understand that the Project is deliverable based and does not require the Consultants to operate out of BARC's office.</p>	<i>No changes required</i>

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification	Response
	Section Ref	Clause Ref			
			ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.		
45	Documents #page 35	3.1.3 (5d)	<p><b>Person with requisite knowledge of nuclear reactor and radioisotope production and applications:</b>  Experience: 9 Marks  &gt;5≤ 8 years: 3  &gt;8≤10 years: 5  &gt;10 years: 9  No. of projects: 3 Marks  Up to 2 : 0  3-5 : 1  &gt;5 : 3</p>	<p>We request you to kindly modify the clause as mentioned hereunder:  <b>Person with requisite knowledge of nuclear reactor and radioisotope production and applications:</b>  Experience: 9 Marks  &gt;5≤ 8 years: 3  &gt;8≤10 years: 5  &gt;10 years: 9  No. of projects: 3 Marks  Up to 2 : 0  3-5 : 1  &gt;5 : 3  <b>Projects for this position shall mean experience in conducting research, setting up of radio isotopes/radiation processing plants/industrial irradiators/testing of heavy water reactors or other reactors or any other work/project in relation to nuclear reactor/radioisotope production and applications</b></p> <p><b>Since this is a first of its kind initiative of PPP in India, there may not be eligible projects available for even experienced people with experience of eligible projects in nuclear/ Radioisotope industry in India.</b></p>	<i>No changes required</i>
46	Schedule-1 (Terms of Reference) #page 45	3.1	<b>Scope of Services</b>	<p>We understand that the technical designs and aspects of the nuclear reactor, processing unit(s) and waste management unit(s) will be given by BARC and the Consultant need not prepare any technical drawing/details regarding the same</p>	<i>Yes. The understanding is correct.</i>

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification	Response												
	Section Ref	Clause Ref															
47	Schedule-1 (Terms of Reference) #page 45	3.1	<p><b>Scope of Services</b></p> <p>vi. Conduct extensive stakeholder consultations, present the evolved PPP model, document and analyze outcome of stakeholder consultations and modify the PPP structure to accommodate stakeholder concerns, if any, without effecting the long-term feasibility of the project</p>	<p>We request you to kindly clarify whether the cost of stakeholder consultations, project sensitization workshops or meetings to gain market intelligence will be borne by BARC or can we use BARC premises for such stakeholder consultations? If yes, we request you to clarify that whether the onus of such cost would be on the bidder or on BARC.</p>	<p><i>It is clarified that the cost of related to BARC/DAE officials and other logistics arrangements directly related to the event shall be borne by the BARC/DAE. Cost related to the personnel of Consultant and background arrangement shall be made by the Consultant. Before hiring space or services of any other agency, the Consultant is expected to take approval of BARC/DAE.</i></p>												
48	Schedule-1 (Terms of Reference) #page 47	5	<p>Deliverables: 5 (Five) hard copies and 3 (three) soft copies of all the Reports mentioned herein below shall be submitted to BARC/DAE</p>	<p>We request you to kindly clarify whether the softcopies are to be submitted in three CDs/pen drives or as three separate e-mails.</p>	<p><i>No changes required</i></p>												
49	Schedule-1 (Terms of Reference) #page 47	6.2	<p>Time and Payment Schedule: Deliverables of the Consultancy and the payment schedule linked to the specified deliverables are given below:</p> <table border="1" data-bbox="801 1117 1214 1464"> <thead> <tr> <th>Deliverables</th> <th>Expected timeline (from the issue of award)</th> <th>Pay</th> </tr> </thead> <tbody> <tr> <td>Deliverables i to iv as per clause 5.</td> <td>Within 2 months</td> <td>25%</td> </tr> </tbody> </table>	Deliverables	Expected timeline (from the issue of award)	Pay	Deliverables i to iv as per clause 5.	Within 2 months	25%	<p>We request you to kindly modify the clause as mentioned hereunder: "Deliverables of the Consultancy and the payment schedule linked to the specified deliverables are given below:</p> <table border="1" data-bbox="1225 997 1688 1477"> <thead> <tr> <th>Deliverables</th> <th>Expected timeline (from the date of signing of the Agreement)</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>Deliverables i as per clause 5.</td> <td>Within 15 days (timeline may be mutually</td> <td>10%</td> </tr> </tbody> </table>	Deliverables	Expected timeline (from the date of signing of the Agreement)	Payment	Deliverables i as per clause 5.	Within 15 days (timeline may be mutually	10%	<p><i>No changes required. There is provision of mobilization advance, in case the Consultant wishes to avail it.</i></p>
Deliverables	Expected timeline (from the issue of award)	Pay															
Deliverables i to iv as per clause 5.	Within 2 months	25%															
Deliverables	Expected timeline (from the date of signing of the Agreement)	Payment															
Deliverables i as per clause 5.	Within 15 days (timeline may be mutually	10%															

S. No	RFP Reference		Brief Text of the Clause			Query/ Clarification				Response
	Section Ref	Clause Ref								
			Deliverables v to vii as per clause 5.	Within 3.5 months	35%			agreed upon)		
			Deliverables viii to x as per clause 5.	Within 12 months	15%	Deliverables ii to iv as per clause 5.		Within 3.5 months	20%	
			Deliverables xi as per clause 5.	Within 18 months	25%	Deliverables v to vii as per clause 5.		Within 5 months	35%	
						Deliverables viii to x as per clause 5.		Within 12 months	20%	
						Deliverable xi as per clause 5.		Within 18 months	15%	
50	Schedule-1 (Terms of Reference) #page 48  Schedule-2 Agreement Clause #page 61	6.2 7.3  3.1.2	Schedule-1 7. Reporting 7.3 The Deliverables will be submitted as per schedule provided in this RFP  <b>Agreement</b> Cause 3.1.2 The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule mutually agreed upon.			Please clarify whether the timeline schedule will be mutually agreed upon during the inception report stage?				<i>The timeline is already given in clause 6.2 Schedule-1 (Terms of Reference).</i>

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification	Response
	Section Ref	Clause Ref			
51	Schedule-2 Agreement Clause #page 65	3.4.1 &3.4.2	<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 BARC/DAE for any direct or indirect loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.</p>	<p>Clause 3.4.1 mentions that consultant's liability under this Agreement shall be determined by the Applicable Laws and clause 3.4. 2 states that Consultant shall be liable for any direct or indirect loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. However, under the Indian contract Act, any indirect losses are excluded. In view of the same and to maintain uniformity for any obligations on consultant's liability under this RFP, Team to please the following liability limitation clause in our proposal:</p> <p><b>"In accordance with standard industry practice, Consultant's aggregate liability under this RFP and in connection with the services shall be for direct damages and shall be limited to one time the fees paid to Consultant. Consultant shall not be liable for any indirect or consequential losses."</b></p>	<i>No changes required.</i>
52	Schedule-2 Agreement Clause #page 66	3.5	<p>Accounting, inspection and auditing 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 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 BARC/DAE 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 BARC/DAE.</p>	<p>We request you to kindly note that:</p> <ol style="list-style-type: none"> <li>1. The audit shall happen with prior reasonable notice. Also BARC/DAE or its authorized representatives shall execute a Non-Disclosure Agreement before such audit.</li> <li>2. The auditors or the representatives of BARC/DAE for the audit shall not be Consultant's competitors.</li> <li>3. The audit shall not be conducted more than once in a calendar year and twice in entirety. Any findings during the audit, shall be shared with the Consultant and be discussed and agreed mutually with the Consultant for its closure.</li> <li>4. The auditors visiting Consultant's premises shall abide by its IT and security policy. The audit will be restricted to the engagement only</li> </ol>	<i>Point 1,2 and 4 are agreed. With reference to point 3, BARC/DAE shall decide the frequency of checks/audit, in case it is felt necessary.</i>

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification	Response
	Section Ref	Clause Ref			
53	Schedule-2 Agreement Clause #page 66	3.8.1	<p>All plans, drawings, specifications, designs, reports and other documents(collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the BARC/DAE, and all intellectual property rights in such Consultancy Documents shall vest with the BARC/DAE. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the BARC/DAE under law, shall automatically stand assigned to the BARC/DAE as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the BARC/DAE may deem necessary to secure its rights herein assigned by the Consultant.</p>	<p>We request you to kindly modify the clause as mentioned hereunder: <b>All reports, models and other documents(collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the BARC/DAE, and all intellectual property rights in such Consultancy Documents shall vest with the BARC/DAE. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the BARC/DAE under law, shall automatically stand assigned to the BARC/DAE as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the BARC/DAE may deem necessary to secure its rights herein assigned by the Consultant.</b></p> <p>We understand that owing to the uniqueness of the Project, the designs, plans, specifications, etc. will be provided by BARC and therefore we request to modify the clause</p>	<i>No changes required.</i>
54	Schedule-2 Agreement Clause #page 67	3.9	<p>The Consultant shall ensure that BARC/DAE and officials of the BARC/DAE are provided unrestricted access to the Project Office and to all Personnel during office hours. The BARC/DAE's official, who has been authorized by the BARC/DAE in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction</p>	<p>We request you to kindly clarify that whether it is expected of the Bidder to set up a separate Project Office for this purpose or dedicating some area within the Bidder's registered office for carrying out the scope of work would suffice.</p>	<i>There is no requirement of setting up separate project office. As per its convenience, the Consultant shall choose a dedicated place as "Project office" where it will carry out the assignment work.</i>

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification	Response
	Section Ref	Clause Ref			
55	Schedule-2 Agreement Clause #page 67	3.10	<p>The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, 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 BARC/DAE 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. <b>The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.</b></p>	<p>We request you to kindly modify the clause as mentioned hereunder: <b>The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, 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 BARC/DAE 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</b></p> <p><b>We understand that owing to the uniqueness of the Project, the designs, plans, specifications, etc. will be provided by BARC and therefore we request to modify the clause</b></p>	<i>No changes required.</i>
56	Schedule-2 Agreement Clause #page 69	4.6	<p>Working hours, overtime, leave, etc.</p> <p>The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7(seven) days shall be subject to the prior approval of the BARC/DAE, and the</p>	<p>We request you to kindly remove the clause since the clause may not be relevant in case of deliverable based projects</p> <p>Since the Project would be a deliverable based project and not being a retainership project, the clause is restrictive.</p>	<i>No changes required.</i>

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification	Response
	Section Ref	Clause Ref			
			Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.		
57	Schedule-2 Agreement Clause #page 73	6.3 (f)	25% (twenty-five per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Concession Agreement. In the event the Concession Agreement does not get executed within 24 months (twenty-four months) from the Letter of Award or 6 (six) months after the revised completion date, whichever is later, the Final Payment shall not become due to the Consultant.	We request to kindly modify the clause as mentioned hereunder: <b>15% (fifteen per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Concession Agreement. In the event the Concession Agreement does not get executed within 24 months (twenty-four months) from the Letter of Award or 6 (six) months after the revised completion date, whichever is later, the Final Payment shall not become due to the Consultant.</b>	<i>No changes required</i>
58	Schedule-2 Agreement Clause #page 74	Liquidated Damages	Liquidated Damages	We request to kindly include the following as a proviso to the clause, <b>“However, the Consultant shall not be liable for Penalty in this clause if the default/delay is not solely attributable to the Consultant”</b>	<i>No changes required</i>
59	Schedule-2 Agreement Clause #page 82-83	Schedule-2 Agreement Annex-5	Annex-5 Payment Schedule Note: 3. 3. Mobilization Advance up to 10% (ten per cent) of the total Agreement Value shall be paid on request against Bank Guarantee equivalent to 1.10 times of the advance of a Scheduled Bank. This shall attract 10% (ten per cent) simple interest per annum and shall be adjusted against the first 3 (three) bills in four equal	We request to kindly change the schedule suggested in point number 9 above else we request to change clause as mentioned hereunder: <b>“Mobilization Advance up to 10% (ten per cent) of the total Agreement Value shall be paid on request against Bank Guarantee equivalent to 1.10 times of the advance of a Scheduled Bank. This shall attract 10% (ten per cent) simple interest per annum and shall be adjusted against the first 3 (three) bills in four equal instalments and the accrued interest will be recovered from the 4th (fourth) bill”</b>	<i>‘Annex-5 Payment Schedule Note: 3’ may be read as under: - <b>“Mobilization Advance up to 10% (ten per cent) of the total Agreement Value shall be paid on request against Bank Guarantee equivalent to 1.10 times of the advance of a Scheduled Bank. This shall attract 10% (ten per cent) simple interest per annum and shall be adjusted against the first 3 (three) bills in three</b></i>

S. No	RFP Reference		Brief Text of the Clause	Query/ Clarification	Response
	Section Ref	Clause Ref			
			instalments and the accrued interest will be recovered from the 4th (fourth) bill		<i>equal instalments and the accrued interest will be recovered from the 4th (fourth) bill”</i>
60	Schedule-2 Agreement Clause #page 104	Appendix-I Form-8	Abstract for Eligible Assignments of the Bidder Refer Clause 3.1.4	<p>We request you to kindly remove column number 4 i.e. estimated capital cost of the Project .</p> <p>Since the requirement of RFP as per clause 3.1.4 is on the payment of professional fee, the statutory auditor may not certify the estimated capital cost of the project. Therefore, we request you to kindly remove the requirement.</p>	<i>Kindly see the point 12.</i>
61	Invitation for Proposal #page 7	1.8	Pre project Conference		<i>In view of the Covid19 spread, the Pre Project Conference shall be organized through Video Conference at 3:00pm on 10/08/2020. All interested parties are requested to email their intention at <a href="mailto:pujari@barc.gov.in">pujari@barc.gov.in</a>, so the invitation for Video Conference shall be sent.</i>