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62	37	3.4	Combined and final evaluation	Generally an assignment as strategic and important as this, ideally, has higher QCBS ratio (higher % weightage to technical experience) for selection to enable bidders with comprehensive relevant experience and relevant skill set bring in the best global expertise in order to create the maximum impact on the project. There are several precedences in the government/PSUs space where strategically important RFPs have had a higher QCBS ratio. We therefore request the authority to consider a higher QCBS ratio for the combined final evaluation.	<i>Suitable modification already issued</i>
63	7	1.7.1	Proposal Due date	We request the authority to extend the submission date by 15 working days. You would appreciate that we would like to submit a comprehensive quality proposal meeting the RFP requirements. Hence the request for extension. This is in line with submission period for QCBS RFPs.	<i>Suitable modification already issued</i>
64	11	2.2.3	2.2.3 The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of	Request the authority to allow for a CA certificate. Moreover, since the 2019-20 accounts are still under audit, we request the authority to allow for a self-declaration duly signed by the authorized signatory for certifying the revenues for the FY 2019-20	<i>Suitable modification already issued</i>

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			the Eligible Assignments specified in the Proposal.		
65	33	3.1.3	1. Financial Capacity/Turnover: Average Annual Turnover from consulting business, during past 3 (three) financial years preceding the Proposal Due Date (Excluding IT, Audit and Taxation)	Since IT is a very wide term, we request the authority to put exclusion as system integration, audit and taxation only	<i>No changes required. Clause remains the same.</i>
66	9-10	2.2.2	Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfill the Conditions .....	We request the authority to please clarify if there is a time commitment requirement for different roles as mentioned in the table	<i>The engagement plan needs to be prepared by the Consultant and discuss with DAE/BARC.</i>
67	12 61 88	2.3 3.2 Schedule 3	Conflict of interest	It is the Firm's long-standing practice to serve competitors. Accordingly, we request to add the following as an addition clause Cl. 3.2.3A, Pg. 62 "Notwithstanding anything contained herein or in the RFP, it is Consultant's long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising Consultant's professional responsibility to maintain the confidentiality of client information. Consistent with such practice and Consultant's confidentiality obligations to its other clients, Consultant is not able to advise or consult with	<i>No changes required. Clause remains the same.</i>

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				BARC/DAE about Consultant's serving BARC/DAE's competitors or other parties."	
68	34	3.1.3 Point 2 and 3	(2) Financial Consultancy/Transaction Advisory (3) Technical Consultancy experience	We understand that the eligible assignments correspond to the assignment as per clause 3.1.4 in the last 10 years from the proposal due date. Please confirm	<i>No there is no time limit fixed for experience.</i>
69	35	3.1.4 A	....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")	Request authority to please elaborate on "greenfield PPP concession design". We also request authority to accept engagements pertaining to PPP concession design for both greenfield and brownfield projects in the infrastructure space.	<i>The word Greenfield is having the same meaning as being used in relation with PPP. It means "Project involving constructing a completely new facility or building on a site where there have previously been no major structures".</i>
70	36	3.1.4 B	Eligible Technical Consultancy Assignments	We understand that the eligible technical consultancy assignments are the assignments undertaken as per clause 3.1.4 in the PPP projects in public and private sector both. Please confirm	<i>Understanding is correct.</i>

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71	104 to 108	Appendix 1 – Forms 8, 9, 10, 11 & 12	Eligible assignments	<ol style="list-style-type: none"> <li>1. We would like to submit that management consultancy firms are bound by the client confidentiality agreements that prohibits them to disclose specific details about engagements, value and client details. As a precedence, several other Government/PSU RFPs have accepted disguised client names along with broad details of the engagements supported by only a self-certification by the Authorized signatory. We request that the same should be allowed for ascertaining the authenticity and relevance of experience. Wherever we cannot provide information, we will keep the cell as "Confidential". We therefore request suitable amendment in the mentioned Forms.</li> <li>2. For Form 12, we request that the requirement of the signatures of both the key personnel and the authorized signatory be removed. Please allow for only authorized signatory signatures. You would appreciate that we will be proposing global experts too and in the current Covid situation, it is not possible to get the original physical signatures of the personnel.</li> </ol>	<ol style="list-style-type: none"> <li>1. <i>If the consultant feels that this information is confidential, the details can be marked as confidential and BARC/DAE shall not use the information but for intended purposes.</i></li> <li>2. <i>The digital signature or email confirmation from the key personnel shall be treated as signature on the document.</i></li> </ol>
72	104 to 108	Appendix 1 – Forms	Estimated Capital Cost of the project	We will not be able to provide capital cost of the project as it is not know or in public domain. We	<i>To ensure the fair assessment, Capital Cost of the project is desirable. In case of inability of the Consultant to give</i>

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		8, 9, 10, 11 & 12		request the authority to remove the column pertaining to Capital Project Cost from the form.	<i>capital cost of the project, it would not have bearing on the marking for qualification.</i>
73	110	Form 14	Certificate of Associate	We are a private company and operate as a branch office in India. The given form is not applicable to us. We therefore will not be able to provide information pertaining to this firm.	<i>No changes required. Clause remains the same.</i>
74	114	Appendix -II Form -3	Estimate of personnel cost	We will not be able to provide a breakdown of remuneration of proposed personnel. We can only provide a lump sum quote. This is an acceptable practice in the Government and public sector RFPs. We request the authority to remove this form	<i>No changes required. Clause remains the same.</i>
75	74	7.2	Liquidated Damages	It's our Firm's general policy not to agree to any deduction/liquidated damages provision or alike. In particular, no amount shall become deductible for any substitution of key personnel for reasons of any incapacity or due to health, so long as we provide a substitute consultant with no less experience and qualification than the original personnel. We therefore request the deletion of the clauses or any references to liquidation damages or alike.	<i>No changes required. Clause remains the same.</i>
76	65, 67	3.4 & 3.8.3	Liabilities/Indemnity	While we believe that the best method to manage the risk on this project, and the method we will adopt, is to ensure high quality project management and staff are assigned to the project, we do require a reasonable allocation of risk which is in proportion to the reward we may gain. We are in a materially	<i>No changes required. Clause remains the same.</i>

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				<p>different position to our clients with respect to controlling the risk.</p> <p>Specifically, we have no board authority to act and we do not make the decisions for the client, which means that we have no control over who at the client will implement our recommendations, how well they will be implemented, or when they will be implemented. Therefore, if a third party is allegedly damaged by any steps taken by client management, the third party should seek redress from, and be compensated by, the client and not the Firm. Indemnification recognizes the reality that the client, not the Firm, is responsible for the success or failure of client action.</p> <p>We would like to ask that our liability under the Agreement howsoever arises be limited to actual and direct loss or damage due to gross negligence and willful misconduct by us and capped at the fee received from BARC/DAE under the Agreement.</p>	
77	59 66 67	2.9.3 3.5 3.9	Audit/Inspection of site and records	<p>Due to our confidentiality obligations to our other clients, and consistent with our policy against disclosure of Firm financial information, we do not generally permit clients or other third parties to audit/inspect our site, books and records. We therefore request you to delete the requirements of audit under this RFP</p>	<i>Clause stands modified as indicated in the responses to first set of queries.</i>
78	67	3.8.1	Intellectual Property Rights	<p>As a result of extensive knowledge-building efforts, and in the course of serving clients, we gain a broad</p>	<i>The request is agreeable for the pre-existing intellectual property, consulting frameworks, methodologies,</i>

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				<p>base of knowledge about various industries, and we use, improve and develop conceptual frameworks, approaches, generic industry perspectives, and other ways of thinking about issues and opportunities relevant to those industries. These problem-solving tools do not contain the confidential information of any particular company, and we bring them to each new engagement and continue to build and expand on them in each engagement. We are able to use these problem-solving tools to serve our clients because we have retained ownership of them.</p> <p>We are happy to license our intellectual property to clients as appropriate, including our pre-existing intellectual property where necessary, provided it is used for the client's internal use. We do ask that such intellectual property is not sub-licensed to a third party without our consent. Subject to our ownership of our tools and any improvements to them, we agree that clients will own all of the materials we give to them in the course of providing our services. In the event external use of the content of such materials is contemplated references to McKinsey should be removed and clients should make no attribution to McKinsey without our prior written consent.</p> <p>We respect the intellectual property rights of third parties and highly value our relationships with our own data sources. We therefore ensure that we have</p>	<p><i>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. No other change is made in the said Clause.</i></p>

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				<p>all appropriate licenses in place with external data providers to enable us to use such information in connection with our consulting services to clients. Effective client service usually requires our access to our clients' confidential information. We recognize that clients entrust such information to us with the expectation that we handle it carefully and professionally. We are committed to meeting the highest professional standards in protecting such confidential information. Accordingly, we will never disclose client confidential information, materials that we develop from client confidential sources, or information that we believe conveys significant competitive advantage, to anyone outside our firm without the relevant client's prior consent, except in the unusual circumstance when we are legally compelled to do so. Furthermore, we only use such client confidential information in connection with consulting services for that client. Among these responsibilities is the vigorous protection of confidential client information. In addition, all McKinsey consultants are asked to acknowledge their understanding of this responsibility by signing a "Proprietary and Confidential Information Agreement".</p> <p>We aspire to a relationship based on trust and confidence and we welcome the opportunity to</p>	

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				<p>discuss any areas of particular sensitivity you may have regarding our approach to intellectual property and the handling of confidential client information. We would like to define more precisely in our agreements the intellectual property rights and accordingly, we request to add the following new clause as Cl. 3.8.4</p> <p>“Notwithstanding anything contained herein, upon payment in full of Consultant's fees, BARC/DAE will own all reports and other deliverables prepared for and furnished to BARC/DAE by Consultant's in connection with the Services (the “Deliverables”), notwithstanding the foregoing, Consultant's retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Services (the “Consultant's Tools”), it being understood that none of the Consultant's Tools will contain Consultant's Confidential Information. To the extent the deliverables include any Consultant's Tools Consultant's hereby grants BARC/DAE a non-exclusive, non-transferable, non-sublicenseable, worldwide, royalty-free license to use and copy Consultant's Tools solely as part of the deliverables and subject to the above limitations herein on</p>	

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				disclosure of Consultant's materials and publicity. BARC/DAE agrees that, without Consultant's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Consultant's Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Consultant's Tool or Deliverables."	
79	5 44 47	1.21 1 5(v)	"searching for suitable investor"	We request the authority to clarify the scope here and expectations from the bidders. Does the scope intends soliciting global investment here?	<i>It means to market the project to get the interested investor (domestic and global) onboard.</i>
80	91 to 94	Appendix I Form 1 Letter of proposal – point 11	I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees	We are a global firm and will not be able to provide certification on behalf of all our employees globally. We request the authority to amend this clause to include only CEO, Directors and Managing Partner	<i>No changes required. Clause remains the same.</i>
81	91 to 94	Appendix I Form 1 Letter of proposal – point 13	The Bid Security of Rs. .... (Rupees ..... ) in the form of a Demand Draft is attached, in accordance with the RFP document	Since Bank guarantee is also allowed as bid security, we request the authority to please modify this clause to: " The Bid Security of Rs. .... (Rupees ..... ) in the form of a Demand Draft/ Bank Guarantee is attached, in accordance with the RFP document	<i>No changes required. Clause remains the same.</i>

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82	95	Appendix I Form 2 Particulars of the Bidder	(1.1) Title of consultancy (1.2) Title of project	We request the authority to please confirm what is required to be filled as title of consultancy and Project	<i>Title of the Consultancy: "Strategic Consultant for Financial Consultancy and Transaction Advisory"</i>  <i>Title of the Project: "Public Private Partnership in the Country's first Research Reactor for production of Radioisotopes primarily for Nuclear Medicine Application"</i>
83	25	2.16	Submission of proposal	It is mentioned "The Bidders shall submit the Proposal in hard bound form with all pages numbered serially...". We request the authority to allow email submission of the proposal considering current Covid situation in the country. Financial proposal can be password protected. Password for the same can be shared by the technically qualified bidder at the time of price bid opening. The mentioned submission methodology is being followed in recent government tenders.	<i>In view of Covid19 spread and related working uncertainties, the bid document may also be submitted online. In case of online submission, the Financial Bid shall only be submitted in electronic Password Protected mode. The password from the eligible bidders shall be obtained during the opening of the financial bid. The bids in electronic format shall be submitted at <a href="mailto:pujari@barc.gov.in">pujari@barc.gov.in</a></i>
84	32	2.26.2	Substitution of key personnel	We request the authority to remove the penalty requirement in the event of substitution due to reason beyond the control of the consulting firm. Substitution, if any, will be with a personnel with similar or better qualifications. This is the acceptable practice in government and public sector RFPs	<i>No changes required. Clause remains the same.</i>
85	67	3.8.3	Liability of unauthorized use of consultancy documents	Who are considered as authorized persons	<i>Personnel of Consultant and sub-consultants hired for the purpose of this contract are authorized persons under this clause.</i>

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86	46	TOR 5	Deliverables	Deliverable xi covers the scope of work defined in deliverable x.	<i>Deliverable (x) covers the work till the conclusion of the bid process and finalization of the concession agreement. Whereas deliverable (xi) includes the post-award contract management activities such as formation of SPV to onboard the private partner(s).</i>
87	47	TOR6.2	Timeline	The expected timeline starts from the issue of Letter of Award	<i>The expected timeline shall start after 15 calendar days from the issue of Letter of Award or signing of the Consultancy Agreement, whichever is earlier.</i>