**Queries/Requests received/ raised during the Pre-Bid meeting held at Bhogpur on 23-01-2015 in respect of the Request For Proposal (RFP).**

1. **By M/S Ernst & Young Chandigarh.**

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| **S. No.** | **Page No.** | **Para No.** | **Request for proposal –The Bhogpur Coop. Sugar Mills Ltd. Bhogpur** | **Observation and comments** | **Response of the Authority** |
| 1 | -- | Consortium/ Sub Consultant | Formulation of consortium/ Sub consultant is not clear in the documents | As of now the position for formulation of consortium or tie up with sub consultant for the purpose of meeting out the Technical and Financial Capacity is not clear. It is suggested that the sub consultants and consortiums should be permitted considering the limited number of transaction advisory assignments in the sugar sector. Further, the formulation of consortium and tie-ups with sub consultants is allowed as per planning commission. The same is accepted by PIDB and other agencies in Punjab which have floated tenders to procure such consulting services in past. Without enablement or such criteria even the experienced or firms like ours shall not be able to bid for such project. | Not allowed. Refer clause 2.1.1. Sub-Consultants are specified in clause 2.13.7 of RFP |
| 2 | 25 | 2.13.7  | A Sub-Consultant, however, shall not be a substitute for any Key Personnel | It is submitted that the positions stated below are sector specific and technical in nature, people with such skill set are domain experts and are not employed with the Transaction advisory firms on full time basis: * Sugar Engineering & Sugar Technology Expert
* Power/Cogeneration Expert
* Civil Engineering Expert
* Legal Expert

Considering the above fact, it is suggested that sub consultants should be allowed for these positions. | In addition to the specific areas of expertise already mentioned in clause 2.13.7, Sub-Consultant for legal services may also be engaged. Clause 2.2.2(C) & (D), 2.13.7 and 3.1.3 of RFP duly amended for the same are enclosed at Annex-A, Annex-B & Annex-C respectively |
| 3 | 13 |  2.2.2  | **Technical Capacity:** The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken at minimum of 06 (six) Eligible Assignments, as specified in Clause 3.1.4, including at least 02 (two) in Sugar Sector Assignments as per Clause 3.1.4 (a). | It is submitted that in order to have an experienced transaction advisor the number of eligible assignments may be increased to 10. However since there have been only a limited number of transaction advisory assignments in the sugar sector, the number of sugar sector assignments may be amended.The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken at minimum of 10 (ten) Eligible Assignments, as specified in Clause 31 A, including at least 01 (One) in Sugar Sector Assignments as per Clause 3.1.4 (a). | No change |
| 4 | 35 | 3.1.4  | An assignment requiring/ providing consultancy to any government/ cooperative sector/ public sector/ private agency in successful developing & installation of new sugar plant’ shifting sugar plant of 2500 TCD or above! expansion of the existing sugar plant with capacity addition of 1500 TCD or above along with Cogeneration (export of Power) having total project cost of more than Rs. 20 crore and where the fee received is more than Rs. 10 Lakhs (Sugar Sector Assignment”): | Since the Transaction advisors are financial consultants and the said experience is technical in nature, it is submitted that following experience of the transaction advisors may also be considered in order to enable participation of Transaction advisory firms for the opportunity:1. It is submitted that disinvestment assignments may also be considered, since such assignments require rigorous due diligence including evaluation and assessment or machinery, understanding of the systems and processes, financial liabilities, risk factors, statutory guidelines etc. Such assignments are more regress and comprehensive then standalone shifting and overhauling.
2. Internal audit assignments - Internal audits provide a comprehensive picture on systems, processes, risks, working capital, days in inventory, credit/debit cycle etc. This actually provides a complete understanding on the working of a unit.

The experience as stated under existent provision shall be available only with technical consultants operating in sugar sector. Moreover it is submitted that from transaction advisory perspective the scope of work shall be similar for a transaction of any unit falling under industrial manufacturing. It may be duly considered that Transaction advisors are not the technical I domain experts. The key skill which they contribute towards is program / project management with support of technical experts. | No change |
| 5 | 36 | 3.3.1  | For financial evaluation, the total fee quoted by the technically pre-qualified/ short-listed Applicants, as indicated in the Financial Proposal, will be considered and the Applicant giving the lowest quotation shall be declared as the successful applicant (the ‘Selected Applicant”). | It is suggested that the selection process may be undertaken on QCBS basis with 80% weightage to technical score and 20% to financial score. The least cost criteria provide no impetus to provide for deployment of better resources. The focus of the interested firms as of now participating in the proposal shall be on cost rather than the quality of outcome, which shall also be reflected in the outcome. Further, the quality of resources and competency of firms cannot be captured through such evaluation mechanism. | No change |
| 6 | 50 | Schedule 1-(3) Deliverables and Payment schedule |  | Since most of the planning inputs and time for the assignment shall be incurred at this stage, it is submitted that payments should be commensurate with the time and effort expensed at the milestone. The following payments are suggested for these milestones:A back ended payment schedule increase the risk assessment of the opportunity and shall lead to a higher costing for the assignment.  | The revised Deliverable and Payment Schedule be referred as amended in clause 3.2 of ToR enclosed at Annex-D |
| 7 | 10 | 3.4.3 of Agreement, Liability of TA | This limitation of liability specified in Clause 3.4.2 shall not affect the TA's liability, if any, for damage to Third Parties caused by the TA or any person or entity acting on behalf of the TA in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.  | It is submitted that the present liability clause is too steep, it suggested that it may be equivalent to agreement value. “This limitation of liability specified in Clause 342 shall not affect the TA's liability, if any, for damage to Third Parties caused by the TA or any person or entity acting on behalf of the TA in carrying out the Services subject, however, to a limit equivalent to Agreement Value.” | No change |
| 8 |  | Indemnity | The following clause may be added in order to safeguard the interest of the Authority as well as the Consultant. | Indemnity Each party shall indemnity and keep indemnified the other party from and against all consequences and liabilities arising out of or in any way connected with the indemnifying party's negligence, fault, nuisance, breach of this Agreement and failure to perform its obligations under this Agreement, except to the extent that the same is attributable to a negligent or willful act or omission of the party seeking to be indemnified. | No change |
| 9 | 27 | 2.12.1  | The Applicants shall submit the Proposal ‘in securely bound form’ with all pages numbered serially and by giving an index of submissions  | Would spiral binding be considered as secure form of binding? Would request if securely bound form could be specified. | Yes, spiral binding would be considered as secure form of binding. |

1. **M/S JP Mukherji & Associates Pvt. Ltd., Pune**

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| **S. No.** | **Page Number** | **Clause/Para** | **Request for proposal –The Bhogpur Coop. Sugar Mills Ltd. Bhogpur** | **Observation and comments** | **Response of the Authority** |
| 10. | 8 | Introduction: | Date of issue of RFP mentioned as 26-12-2015 | *To be corrected as* 26-12-2014 | The date of issue of RFP to be read as 26-12-2014  |
| 11. | 10 | Introduction: Clause - 1.9 | Pre-proposal visit - Prospective applicants may visit the office of “the Authority” to review the available documents and data at any time prior to PDD. | Authority to provide list of documents and drawings available for both Faridkot and Bhogpur Sugar Mills, which covers plant layout, foundation drawings, GA drawings and load data drawings, soil data etc. | The list of available drawings of old Plant & Machinery of Faridkot were given to the Prospective Bidders present during Pre-Bid meeting and has been uploaded on the website.  |
| 12. | .10 | Instruction to Applicants:Clause No.1.11.3 | RFP Notice No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **RFP Notice number** *missing in the document.* | RFP Notice No. 2644 dated 23.12.2014 |
| 13. | 14 | Instruction to Applicants:Clause No.2.2(C), availability of key personnel | Financial Expert: He/ She will assist the Team Leader in preparation of financial model & financial feasibility and other financial issues pertaining to the project implementation including formulation of the procurement strategy and assistance in transportation and logistics | We are having associate Financial expert with equivalent qualification and experience working with us for the projects as and when required. Is there any association letter required to be produced along with our proposal. |  An undertaking from each of the Key Personnel is required as per clause 2.13.2 (g) of RFP. |
| 14. | 14 | Instruction to Applicants Clause No.2.2 (C) | Legal Expert: He/ She will be responsible for drafting of bidding documents i.e. RFQ/ RFP/ Agreement etc | We are having associate legal expert with equivalent qualification and experience working with us for the projects as and when required. Is there any association letter required to be produced along with our proposal. | An undertaking from each of the Key Personnel is required as per clause 2.13.2 (g) of RFP. |
| 15. | 17 & 18 | Instruction to Applicants Clause No.2.6Acknowledgement by Applicant | **Clause 2.6.1 (c)** - acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.5 above;**Clause 2.6.2 -** The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority | These Causes may be deleted as Technical advisor should not be penalized for the mistakes/ inadequacy of the authority or documents received from authority. | No change.  |
| 16. | 20 | Instruction to Applicants:Clause No.2.11.2 | The Applicant shall prepare two original sets of the proposal | *Page 23, Instruction to Applicants, clause 2.12.3,- Submission of Proposal: Indicates only One set of Original proposal to be submitted.* ***Clarification required from Authority.*** | Two original sets of the proposal to be prepared and should be put in the envelope marked as ‘**Technical** **Proposal’.** |
| 17. | 20 | Clause No.2.12.2 | The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number | **RFP Notice number** *Missing in the tender document.* | RFP Notice No. 2644 dated 23.12.2014 |
| 18. | 21 | Instruction to Applicants:Clause No.2.13 Technical proposal, Sub Clause No.2.13.2 (c) | CVs of all Key Personnel, only one for each position, have been included.&Page no.28, Instruction to Applicants: Clause No.2.20 (ii), substitution of key personnel. | Since this is long term project (37 Months), provision of Alternative professional staff CVs for substitution with equivalent or higher qualification shall be permitted during proposal stage itself, which will be helpful for immediate replacement during unavoidable situation and to avoid delay in project execution. | Refer Clause 2.20 of the RFP document. |
| 19. | 24 | Instruction to Applicants: | The Applicant shall furnish as a part of its Proposal, a bid security deposit for an amount of Rs.l,00,000 (Rs. One Lakh Only) in the form of a Demand Draft of an equal amount drawn in the name of “The Bhogpur Cooperative Sugar Mills Ltd., Bhogpur” payable at Bhogpur (the “**Bid Security**”) | **Bid Security shall be provided in the form of bank guarantee. Please confirm.** | Bid Security to be furnished in form of a demand draft as per clause 1.4 RFP |
| 20. | 43 | Schedule 1. TOR, Stage – III Project Management, 2.3.1 Project Engineering services (a) | The TA shall co-ordinate with PSPIL/ PSTCL for evacuation of power and signing of power purchase agreement. | Is it mandatory to deploy separate sub consultant for preparation and signing of power purchase agreement.Our key personnel assigned for this project, power plant expert and Electrical expert can assist in obtaining power purchase agreement, is it acceptable. | It is optional. Refer clause 2.13.7 of RFP enclosed at Annex-B |
| 21. | 43 | Schedule-1 TOR, clause No.2.3, Stage – III, Project Management, (b) project Engineering. | **(b) Project Engineering**TA shall prepare and help in finalization of master plan/ engineering layout drawings including detailed design/ layout of the plant & machinery ***and civil foundations & architectural structures of existing/ shifted as well as new equipment*** to be installed with approval of the Authority. The scope should include but not limited to following | a. TA shall prepare of master plan/ engineering layout drawings including layout. Detailed design of plant & machinery is prepared by Executing agency, hence it is excluded from TA scope.b. As per this clause detail civil & structure Design and BOQ is included in TA scope. In order to execute the job following documents are to be provided by Authority.1. Contour Plan and Topographical details shall be provided by Client.2. Geotechnical Investigations report.3. All necessary data from Meteorological department and other Government institutes.4. Earth Resistivity for civil design of power evacuation system. | Scope of the work of TA is given in the ToR( Schedule-1 of RFP) and TA will provide the services as per ToR. |
| 22. | 44 | Schedule -1 TOR, clause No.2.3.3 | The TA shall ensure that the Executing Agency operates & maintain the plant efficiently & optimally for a period of at least one year or a crushing season whichever is later after its successful commissioning. | *One team leader (or equivalent substitute staff) shall be continued at site for* ***one crushing season*** *during operation and maintenance to guide the executing agency. Please confirm.* | It is overall responsibility of the TA to supervise the operation and maintenance of the Plant by Executing Agency by deputing Adequate Technical Staff. |
| 23. | General | List of facilities | Facilities to be provided by Authority to TA like office facilities, water, electricity, staff accommodation and local transportation, lodging & boarding etc. | Please confirm. | Only Office space measuring approx. 400 Sq. ft. shall be provided to the TA. |

**C) M/S STM Projects Ltd., New Delhi.**

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| **Sl. No.** | **Page No.** | **Para No.** | **Request for Proposal – The Bhogpur Cooperative Sugar Mills Ltd.** | **Observation and Comments**  | **Response of the Authority** |
| 24. | 10 | 1.11.3 | RFP Notice No.\_\_\_\_\_\_\_\_\_\_\_ for selection of transaction advisor for providing transaction  | RFP Notice number required for submission of proposal | RFP Notice No. 2644 dated 23.12.2014 |
| 25. | 17 | 2.3 | Conflict of Interest | Does it mean that the consultant should not have any business interest in manufacture or vending of plant and machinery | Yes, Refer clause 2.3.4 of RFP |
| 26. | 25 | 2.13.7 | An Applicant may at its own cost engage, if necessary, suitable Sub-Consultants in specific areas of expertise i.e. **environment impact assessment, soil testing & civil construction/ structures and signing of power purchase agreement** only. Credentials of such Sub-Consultants should be submitted by the Applicant in Form-11 of Appendix –I. A Sub Consultant, however, shall not be a substitute for any Key Personnel. | i. It may be note that On page 47, para 2.3.1(a) (Preproject engineering), the scope of services are to:* Assist the authority in environmental clearance, as required and formulate all the documents/ reports including assistance/ coordination for the activities related to Environment Impact Assesment on behalf of the authority.
* TA shall coordinate with PSPCL/ PSTCL for evacuation power and signing of PPA.

ii. On page 48, para 2.3.2 (Project Supervision), scope include supervision of civil & Architectural work related to foundation, structure & layout. Etciii. We understand that the scope of TA is limited to what is specified at page 47 and 48. | All the necessary clearances have to be obtained by TA. TA will render all services as per the ToR ( Terms of Reference) Schedule-1 of RFP. |
| 27. | 26 | 2.14.2(1) | All the costs associated with the assignment shall be included in the Financial Proposal. These shall include remuneration for all the Personnel (Expatriate and resident, in the field, office etc.), accommodation, airfare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected. | 1. Inclusion of accommodation in financial proposal will add to unnecessary escalated bidding cost.
2. The local conveyance for nearest junction station or airport will have to be in client’s scope.
 | All the costs should be included as per clause 2.14.2. Only Office space measuring approx. 400 Sq. ft. shall be provided to the TA.  |
| 28. | 28 | 2.18.6 | The Selected Applicant will furnish “the Performance Security” of 10% of the Agreement Value in the form of an unconditional and irrevocable Bank Guarantee in favour of the Authority before signing of the Transaction Advisory Agreement as per clause 2.23 | Performance security mentioned above is not required.i. As on page no. 50, para 3.2, (Payment schedule), 20% of fee shall be paid only after 1 year/1 season on successful commissioning by executing agency.ii. We have also suggested in para 2.2 of page 50, SL. No.15, to retain 10% fee to be released after smooth operation of project for one season or one year whichever is earlier. | No change. Performance Security to be provided as per clause 2.18.6 of RFP |
| 29. | 29 | 2.21 | The selected TA shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any loss or damage that is caused due to any deficiency in Services. | Transaction Advisor is an advisory body and not the Executing Agency, therefore the question of any indemnity does not arise. | No change. |
| 30. | 36 | 3.1.4(C) | An infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost of at least Rs.50 crore (the “PPP Projects”); | Please explain, how is it applicable to TA/ this project | Kindly refer Clause 3.1.4 of the RFP document.  |
| 31. | 44 | 2.1.2 (b)(a) | Detailed Technical Specifications for additional machinery/ equipment to be installed as per DPR shall be **POPULATED** and shall include but shall not be limited to the following: | **What does the word “POPULATED” mean?** | The word ‘populated’ may be read as ‘formulated’. |
| 32. | 46 | 2.2.1(b) | Defining Conditions precedents (CP), CP period as well as activities to be undertaken by the Authority. | **Not understood the requirements** | The clause 2.2.1(b) of ToR referred here in should be read as “ “Defining Conditions Precedent (CP), CP period as well as activities to be undertaken by the Authority as well as Executing Agency.” Amended clause 2.2.1 (b) is enclosed at Annex-E. |
| 33. | 47 | 2.2.1 (c) | Compliance with following:* Central Vigilance Commission (CVC) Guidelines
* General Financial Rules (GFR) 2005, MoF
* Manual on Policies and Procedures for Purchase of Goods 2006, MoF
 | **We shall be guided by the requirements of the client** | No change. |
| 34. | 47 | 2.3.1 (a) | **Pre-project engineering*** Preparation of detailed schedules and bar charts for project implementation
* Procuring price break-up schedules, prepared by the vendors.
* Complete blue print for dismantling, transportation and erection of the equipment along with overhauling.
* The TA shall have to assist the authority in environmental clearance, as required and formulate all the documents/ reports including assistance/ coordination for the activities related to Environment Impact Assessment (EIA) on behalf of the Authority.
* The TA shall coordinate with PSPCL/ PSTCL (Punjab State Power Corporation Ltd.,/ Punjab State Transmission Corporation Ltd.) for evacuation power and signing of power purchase agreement
 |  **Executing Agency to provide schedule bar charts, price break up, dismantling, transportation, erection and overhauling schedule and TA shall scrutinize and approve the above to safeguard the interest of the client.** **OK** **OK** | No change |
| 35. | 48 | 2.3.1(b) | **Project Engineering**TA shall prepare and help in finalization of master plan/ engineering layout drawings including detailed design/ layout of the plant & machinery and civil foundations & architectural structures of existing/ shifted as well as new equipment to be installed with approval of the Authority. The scope should include but not limited to following:-* Plant layout & Buildings Plan
* Equipment Drawings
* Process & Instrumentation diagrams
* PCC, MCC, Switchgears and Protection system, electric cable, routing/ layout.
* Plant Lighting system
* Pipe Sizing and routine (Water, vapor, juice, steam etc.)
* Valve selection
* Key plans for grid evacuation i.e. Sub-Station, Transmission line etc.
* Schemes for cooling water systems
* Control systems for Cogeneration
* Develop quality assurance procedures to enable inspection of plant and equipment being procured by the selected executing agency to ensure required quality.
 |  **This is the scope of Executing Agency to be vetted by TA.** **As new equipment are proprietary items, hence the executive agency shall give the equipment drawing only wherever necessary.** **This is the scope of Executing Agency to be vetted by TA.** **This will be done by TA** | No Change  |
| 36. | 48 | 2.3.2 | **Project Supervision**The scope will include but not limited to the supervision of the following:-* The dismantling work at Faridkot Sugar plant
* Transportation from Faridkot to Bhogpur
* Civil & Architectural Work related to foundations, structures & layouts etc.
* Repairs & Overhauling of shifted plant & machinery
* Erection of shifted machinery including power evacuation system
* Procurement of erection of new machinery
* Trains before commissioning i.e. Water, Vacuum & steam trails, mill setting & mill grinding trails, energizing of electrical panels, boiler & auxiliaries trails, power turbine, alternator and its auxiliaries trails etc.
* Successful commissioning of the project
* Achievement of performance parameters
 |   **This is part of EA scope** **Details of scope to be defined.** **This is part of EA scope** | No change |
| 37. | 49 | 2.3.3 | **Project Monitoring**It will include inter-alia* TA will prepare a Gantt/ PERT chart and regularly follow up **with vendors, contractors and local technical staff.**
* Monthly status on construction, licenses, staffing, collaborations any defaults/ penalties, regulations etc.
* Administrative Plan
* The TA shall ensure that the Executing Agency operates & maintain the plant efficiently & optimally for a period of at least one year or a crushing season whichever is later after its successful commissioning.
* Meeting out the local as well as national regulatory compliances.
* In case of any deviation in regulatory compliance appropriate measures in order to comply with the same will taken.
* Assist in affiliations or recognition from various agencies as required.
* Assist in preparing for the documentation/ proposals for the same and shall help in co-ordination with other agencies.
 | * **EA will prepare Gantt/ PERT and TA will vet it**
* **TA will follow up, with vendors, contractors and local technical staff at project site**

 This part is not clear  This part is not clear This task is of sugar factory scope  TA will be guided by the requirement of the client  Define the details of agencies | No change |
| 38. | 50 | 3 | **DELIVERABLE AND PAYMENT SCHEDULE**3.1 The estimated time duration of the project is 37 months OR on completion of supervision period (i.e. for a period of one year or one crushing season after successful commissioning) whichever is later.3.2 In consideration of its services, TA Team shall be paid fee quoted as per following milestones:

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| --- | --- | --- | --- |
| **Milestone/ Deliverable** | **Payment Percentage** | **Indicative Time period in weeks** | **STMPL payment schedule** |
| **Inception Meeting** | ------- | Within 1(one) week of signing of the TA Agreement | 15% + service tax on signing of Agreement |
| **Inception Report** | 5% | 2 weeks from inception meeting | **Ok + Service Tax** |
| **Project Execution Report** | 5% | 4 weeks from approval of Inception Report | **Ok + Service Tax** |
| **Draft Bidding Documents including agreement** | 10% | 4 weeks from approval of Project Execution Report | **Ok + Service Tax** |
| **Issuance of advertisement for tendering** | ------ | 1 week from approval of bidding documents | **-** |
| **Pre-Bid Conference** | ---- | 2 weeks of issue of advertisement | **-** |
| **Reply to clarifications** | --- | Within 1 week after Pre-Bid | **-** |
| **Acceptance/ Receipt of bids** | --- | 2 weeks after reply of clarifications | **-** |
| **Opening of Technical Bids** | ---- | Within 2 days of receipt of bids |  |
| **Submission of Evaluation Report** | ---- | Within 1 week from opening of technical bids |  |
| **Opening of Financial Bids & evaluation** | 10% | Within 1 week of opening of Technical Bids | **Ok + Service Tax** |
| **Signing of Concession/ Contract Agreement** | 10% | 3 weeks from submission of evaluation report | **Ok + Service Tax** |
| **Project Monitoring/ Supervision** | --------- |  |  |
| **Dismantling of complete plant/ machinery & structures at Faridkot** | 10% | As per Agreement to be signed with the executing agency | **Ok + Service Tax** |
| **Transportation of plant/ machinery & structure to Bhogpur** | 10% | -do- | **Ok + Service Tax** |
| **Erection of Plant & Machinery at Bhogpur** | 10% | -do- | **5% + service tax to be paid after 50% of erection and 5% at the end of completion of erection** |
| **Successful Commissioning of complete Plant & Machinery at Bhogpur** | 10% | -do- | **Ok + Service Tax** |
| **After completion of Supervision of Smooth Operation & Maintenance of complete Plant & Machinery at Bhogpur for one year or one crushing season, whichever is later after the successful commissioning by Executing Agency** | 20% | -do- | **10% + Service tax to be released after smooth operation of project for one season or one year whichever is earlier** |

 | The revised Deliverable and Payment Schedule be referred as amended in clause 3.2 of ToR enclosed at Annex-D |
| 39. | 53 | 4.1 | All the Deliverables shall be compiled, classified and submitted by the TA to the Authority in hand & soft form, to the extent possible. The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the TA for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Transaction Advisory shall stand completed on acceptance by the Authority of all the Deliverables of the TA. Unless completed earlier, the Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the TA specifying in detail, the deficiencies in the Services. The TA shall thereupon promptly make any necessary corrections and/ or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Transaction Advisory shall in any case be deemed to be completed upon expiry of 50 months from the Effective Date, unless extended by mutual consent of the Authority and the TA. |  **The duration of 50 months is very long and add to cost. It should be 37 months as mentioned in para 3.1 page 50.** | No change |
| 40. | 54 | 4.2 | 40% of the Agreement Value has been earmarked as part of the payment to be made to the TA contingent upon execution of the Agreement by the Executing Agency. In consideration of the aforesaid Payment, the TA would provide such services as may be required by the Authority for concluding the process of signing agreement & services to be performed thereafter. In the event the Executing Agency Agreement does not get executed within 18 months of the Effective Date, the Transaction Advisory shall stand completed as specified in Clause 4.1 above, but no portion of the remaining payment shall be due to the TA. | **Needs Clarification** | The revised Deliverable and Payment Schedule be referred as amended in clause 3.2 of ToR enclosed at Annex-D |
| 41. | 57 | 6(C) | Undesirable practice or restrictive practice as defined in clause 4.3 | **Clause 4.3 missing in RFP** | Clause 4.3 appearing in para 6(c) of Appendix I is to be replaced with Clause 4.2. |
| 42. | 58 | 16 | Agreement in accordance with the format schedule 2 of RFP | **Missing** | Schedule-2 of RFP is agreement. Already available. |
| 43. |  |  |  | **There should be an exit clause also.** | No change |

**D) M/S Global Cane Sugar Services Pvt. Ltd., New Delhi.**

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| 44. |  | 3.1.4 | Evaluation Criterion as for the experience of shifting of sugar mill. | Will Sub-Consultant and TA experience will be counted together | The previous sub-consultancy experience of a prospective Applicant shall be counted provided it was in respect of an Eligible Assignment as defined in Clause 3.1.4 of the RFP. |

**E) General Queries Raised by Prospective Bidders during Pre-Bid meeting on 23.1.2015**

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| **Sl. No.** | **Page No.** | **Para No.** | **Request For Proposal- The Bhogpur Coop. Sugar Mills Ltd. Bhogpur** | **Observation and Comments** | **Response of the Authority** |
| 45. | 8 | 1.8 | Schedule of Selection Process | Request for extension of Proposal Due Date | The revised Schedule of Selection Process as per clause 1.8 of RFP will be uploaded on website. The PDD extended for a week to 12.2.2015 up to 1600 Hrs. The relevant dates appearing in the RFP be read as per amended schedule of selection enclosed at Annex-F |
| 46. | 25 | 2.13.7 |  | Request for providing details of the Sub-Consultants while signing the agreement  | Credentials of such Sub-Consultants can be submitted by the selected TA before signing the agreement as per Form-11 of Appendix-1. Rest of the clause will remain same. However the financial bid should be inclusive of all costs. Amended clause 2.13.7 is enclosed at Annex-B |
| 47. | 50 | Clause 3.2 of ToR | Deliverables & Payment Schedule | Time Schedule for the inception Report should be allowed 4-6 weeks. Advance payment of 5% on Inception Meeting be allowed | 4 weeks allowed.5% payment on Inception Meeting be paid. Amended Deliverables & Payment Schedule clause3.2 of ToR enclosed at Annex D has been uploaded on website.  |
| 48.. | 58 | Appendix-1 Technical Proposal(Form-1) | Sr. no.14 |  | Validity of offer should be amended as 120 days( One hundred twenty days) instead of 90 days. |

**Annex-A**

2.2.2 (C) **Availability of Key Personnel:**  The Transaction Advisor’s team (the “**TA Team**”) shall consist of the following key personnel (the “**Key Personnel**”) meeting the requirements specified in Sub-clause (D) below, who shall discharge their respective responsibilities as specified below & will be available through out the contract period (the list is indicative not exhaustive):

| **Key Personnel** | **Responsibilities** |
| --- | --- |
| Team leader –cum- Project Manager | He/ She will lead, co-ordinate and supervise the TA Team for delivering the TA Services in a timely manner as envisaged in this RFP for Project Management & Implementation and shall be responsible for day to day performance and communication with the Authority in addition to the selected “Applicant” |
| Finance & Procurement Expert | He/ She will assist the Team Leader in preparation of financial model & financial feasibility and other financial issues pertaining to the project implementation including formulation of the procurement strategy and assistance in transportation and logistics |
| Sugar Engineering & Sugar Technology Expert | He/ She will assist the team leader in drawing up the technical specifications, erection & commissioning of plant & machinery, development of performance parameters related to plant & machinery and process including requirements for the sugar plant engineering & sugar manufacturing process.  |
| Power/Cogeneration Expert | He/ She will assist the team leader in drawing up the technical specifications, erection & commissioning process, and requirements for the power/ cogeneration plant (export of Power) & power evacuation system. |
| Civil Engineering Expert | He/ She will assist the team in providing technical details on the civil works, dismantling of sugar plant including design of civil foundations & structures and layout of plant & machinery  |

 (D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

| **Key Personnel** | **Educational Qualification** | **Length of Professional Experience** | **Experience on Eligible Assignments** |
| --- | --- | --- | --- |
| Team leader cum Project Manager | MBA/ BE/ CA  | 10 years | He/ She should have successfully led at least four Eligible Assignments, as mentioned in Clause 3.1.4  |
| Finance & Procurement Expert | MBA ( Finance) /CA | 7 years | He/ She should have undertaken at least two Eligible Assignments, as mentioned in Clause 3.1.4 |
| Sugar Engg. & Sugar Technology Expert | B.E/B.Tech in Mechanical/Electrical/ Electronics/ Sugar Engineering/ Chemical Engg/ Post Graduate Diploma in Sugar Technology  | 7 years | He/ She should have worked on at least three Sugar Sector Assignments, as mentioned in Clause 3.1.4(a)  |
| Cogeneration (Export of Power) Expert | B.E/ B.Tech Electrical / Power Engineering | 7 years | He/ She should have worked on at least two Eligible Assignments, related to power generation as mentioned in clause 3.1.4  |
| Civil Engineering Expert | B.Tech (Civil) | 7 years | He/ She should have worked on at least two Eligible Assignments with preferable experience of having undertaken Sugar Sector Assignments as specified in Clause 3.1.4(a) or related assignments in any other industry having project cost of Rs.50.00 Crores & above |

 \* Conditions of Turnover/fee is not applicable to the Key-Personnel, it would suffice to have worked as a team member of such entity who has executed the prescribed Eligible Assignments.

 **Annex-B**

2.13.7 An Applicant may at its own cost engage, if necessary, suitable Sub-Consultants in specific areas of expertise i.e. environment impact assessment, soil testing & civil construction/structures, signing of power purchase agreement **and legal services** **only. Credentials of such Sub-Consultants can be submitted by the selected Applicant in Form-11 of Appendix-I before signing the agreement**. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

 **Annex-C**

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

|  |  |  |  |
| --- | --- | --- | --- |
| **Item Code** | **Parameter** | **Max Marks** |  **Criteria** |
| 1. | Relevant Experience of the Applicant | (a)40(b)10 | (a)Should have, over the past 10 (ten) years preceding the PDD, undertaken a minimum of 6 (six) Eligible Assignments, as specified in Clause 3.1.4, including at least 2 (two) in the Sugar Sector as per Clause 3.1.4 (a).(b) Each Eligible Assignment over & above six assignments will get 3 marks each, subject to maximum of 10 marks |
| 2. | Approach & Methodology | 15 | The firm shall submit a work plan alongwith approach & methodology on the assignment to be undertaken and should exhibit a clear understanding of the assignment and its objectives for execution of the project. A presentation shall have to be made in this regard by the Applicant. Evaluation will be based on the quality of submissions. |
| 3. | Relevant Experience of the Key Personnel  | 35 | Marks for each Key Personnel shall be awarded for the number of Eligible assignments the respective Key Personnel has worked on, as described below. |
| (a) | Team leader cum Project Manager | 12 | He/ She should have successfully lead in least 4 (four) Eligible Assignments, as mentioned in Clause 3.1.4  |
| (c) | Finance & Procurement Expert | 6 | He/ She should have worked on at least 2 (two) Eligible Assignments, as mentioned in Clause 3.1.4 |
| (e) | Sugar Engineering & Sugar Technology Expert | 6 | He/ She should have worked on at least 3 (three) Sugar Sector Assignments as mentioned in Clause 3.1.4(a) |
| (f) | Cogeneration (export of Power) Expert | 6 | He/ She should have worked on at least 2 (two) assignments related to power generation as mentioned in Clause 3.1.4 |
| (h) | Civil Engineering Expert | 5 | He/ She should have worked on at least 2 (two) Eligible Assignment with preferable experience of sugar sector as mentioned in Clause 3.1.4 or related assignments in any other industry having project cost of Rs.50.00 Crores & above  |
| **Grand Total** | **100** |  |

 **Annex-D**

3.2 In consideration of its services, TA Team shall be paid fee quoted as per following milestones:

| **Milestone/Deliverable** | **Payment Percentage** | **Indicative Time period in weeks** |
| --- | --- | --- |
| Inception Meeting  | 5% | Within 1(one) week of signing of the TA Agreement  |
| Inception Report | 5% | 4 weeks from inception meeting  |
| Project Execution Report  | 5% | 4 weeks from approval of Inception Report  |
| Draft Bidding Documents including agreement | 10% | 4 weeks from approval of Project Execution Report  |
| Issuance of advertisement for tendering | --------- | 1 week from approval of bidding documents |
| Pre-Bid Conference | ---- | 2 weeks of issue of advertisement |
| Reply to clarifications | ---- | Within 1 week after Pre-Bid |
| Acceptance/Receipt of bids  | ----- | 2 weeks after reply of clarifications  |
| Opening of Technical Bids | ----- | Within 2 days of receipt of bids |
| Submission of Evaluation Report  | ---- | Within 1 week from opening of technical bids |
| Opening of Financial Bids & evaluation | 10% | Within 1 week of opening of Technical Bids |
| Signing of Concession/Contract Agreement | 10% | 3 weeks from submission of evaluation report |
| Project Monitoring/Supervision  | ------------ |  |
| Dismantling of complete plant/machinery & structures at Faridkot  | 10% | As per Agreement to be signed with the executing agency |
| Transportation of plant/ machinery & structure to Bhogpur | 10% | -do- |
| Erection of Complete Plant & Machinery at Bhogpur | 5% | -do- |
| Successful Commissioning of complete Plant & Machinery at Bhogpur | 20% | -do- |
| After completion of Supervision of Smooth Operation & Maintenance of complete Plant & Machinery at Bhogpur for one year or one crushing season, whichever is later after the successful commissioning by Executing Agency | 10% | -do- |

* *Incase the project is completed before time, the outstanding payments shall be made to the Transaction Advisor accordingly.*

**Annex-E**

**2.2.1(b)**

Preparation of Agreement

* Preparation of detailed Terms of Reference.
* Defining Conditions Precedent(CP), CP period as well as activities to be undertaken by the Authority **as well as Executing Agency.**
* Formulation of Conditions of contract and the Technical Schedules to the Agreement.
* Detailing of service level agreements, formulation of key performance indicators
* Formulation and detailing of payments terms

**Annex-F**

**THE BHOGPUR COOPERATIVE SUGAR MILLS LTD. BHOGPUR**

 **DISTT. JALANDHAR (PUNJAB) Phone:0181-2722060,5050262** **bhogpurcsm@gmail.com**

**Corrigendum**

**"REQUEST FOR PROPOSAL"**

**(The has reference to the Notice published in “The Economic Times”, “Indian Express” & “Ajit (Punjabi)” dated 26.12.2014 and in “The Economic Times”**

**dated 14.01.2015)**

 On the request of Bidders during the Pre-Bid meeting held on 23.01.2015 at Bhogpur Sugar Mills, the **Proposal Due Date** as per clause 2.15 of the RFP has been extended upto 1600hrs. on 12.02.2015. Accordingly the clause 2.25.1 of RFP was amended for opening of Technical Proposals at 11.30 A.M. on 13-02-2015. The revised schedule of the selection process as per clause 1.8 is given below :-

**1.8 Schedule of Selection Process**

The Authority would endeavor to adhere to the following schedule :

|  |  |  |
| --- | --- | --- |
|  | **Event Description** |  **Date** |
| 1. | Date of Issuance of RFP |  26-12-2014  |
| 2. | Last date for receiving queries/ clarifications |  22-01-2015 |
| 3. | Pre-Proposal Conference |  23-01-2015 |
| 4. | Authority response to queries |  28-01-2015 |
| 5. | Proposal Due Date or PDD |  12-02-2015 upto1600 hrs |
| 6. | Opening of Technical Bids |  13-02-2015 at 11.30A.M. at  Bhogpur |
| 7.8.  | Presentation by BiddersAnnouncement of Technical Qualified Bidders through e-mail/fax/website |  19th & 20th February 2015 at  11.00 A.M. in the office of  Sugarfed Punjab at SCO. 125- 127. Sector-17B, Chandigarh 23-02-2015 at Bhogpur |
| 9. | Opening of Financial Proposal &Announcement of Successful Bidder |   27-02-2015 at 11.30A.M. at  Bhogpur |
| 10. | Letter of Award (LOA) |   Within 15 days of announcement of  successful bidder. |
| 11 | Signing of Agreement |  Within 15 Days of issuance of LOA |
| 12 | Validity of Proposal  |  120 days of Proposal Due Date |

 General Manager