

Consultancy Services for Preparation DPR for 4-Laning of Ropar-Nawanshahr-Banga-Phagwara Road.

Addendum-1 to the RFP Document

Replies/Clarifications given in the pre-bid meeting held on 21st Jan 2010 at 11:30 am

Sr. No.	Queries	Clarification
1.	Clause No. 1.8 Schedule of selection process Atleast 2 weeks time is needed for submission of proposal after receiving the minutes of pre-bid meeting	No Extension. Corrigendum shall be issued in case of any change.
2.	Clause No. 2.1.4 Key personnel In addition to senior Highway Engineer-Cum, Team leader, one more key personnel "Highway Engineer would be desirable	No change in the Key Personnel
3.	Clause No. 2.2.2(E) Social Management specialist Clarification on "Master in social services." Social services does not appear to be a subject at P G level	Refer Page-15 The Educational Qualification is Master in Social Sciences/Sociology
4.	Clause No. 2.3(XXV) Review of work Too many agencies to review the work of consultant	No Change, as per RFP.
5	Clause No. (E) Approval of field data and investigation at all the stages This is not necessary and otherwise it will consume lot of time	No Change, as per RFP.
6	Clause No. 4 Inception Report There is no need of submitting supplementary Inception Report. This will result in one more Stage of deliverable resulting in overall delay in the assignment.	No Change, as per RFP.
7	Description of Deliverable No. of reports (14) to be submitted are too many	RFP specifies 20 copies, which has now been reduced to six (6) copies, for which a

		corrigendum is being issued.
8	Schedule of payment stages of payment need to be reduced	No Change, as per RFP.
9	Agreement Obligation of Authority To make all relevant data concerning project road available to the consultant.	No Change, as per RFP. (Any Field Data available with the PWD shall be shared with the successful bidder).
10	Completion Period keeping in view the scope of work, number of reports to be submitted the completion period is too less. Needs to be increased to minimum 6-8 months.	No Change, as per RFP.
11	Consultancy Team Every key personnel is required to be Post Graduate. This makes the cost of consultancy higher Relaxation can be considered in case of landscaping/Hydraulic & Irrigation/ Material cum Geotechnical Specialist.	No Change, as per RFP.
12	Presentation on the Inception Report (I&R) Inception Report is to be submitted within two weeks of commenced of assignment. It contains only work Plan and consultants understanding of the RFP. As such presentation on IR is not of much use.	No Change, as per RFP.
13	Weekly Report Since there may not be much progress in a weeks time, weekly report may be converted to monthly reports.	No Change, as per RFP. Here we can exercise option to conduct meeting fortnightly depending on performance of the Consultant.
14	As per the Eligibility Criteria mentioned in Clause 2.2.2 of the RFP document, Gifford India Pvt. Ltd. is empanelled with Ministry of Road Transport & Highways (MoRTH) under Category 1,2,3 & 5	Needs no clarification
15	Also Gifford India Pvt. Ltd is currently engaged in the Detailed Engineering of Projects for National Highways Authority of India (NHAI), Ministry of Road Transport & Highways (MoRT&H) and with private concessionaire	Needs no clarification
16	We have noted that the Eligibility Criteria mentioned in Clause 2(1) & 2(b) in Invitation for Request for Proposal states that a Consultant should have done atleast 4 DPRs for minimum 4 lane road of 40km length each and atleast 1 DPR for High Level Bridge (HLB) of minimum length of 275m in the last 5 years. We would request you to consider the experience of 4 DPRs/Feasibility for minimum 4 lane road of 40km length each and atleast 1 DPR/Feasibility for High Level Bridge (HLB) of minimum length of 275m in the last 5 years. We further request you to link the criteria with the cost of project.	Corrigendum will be issued in case if any change is made.
17	Refer Clause 3.1, 3.2, 3.3 & 3.4:	No Change, as per RFP.

	It is suggested and requested that this procedure should be amended. Financial bids of the agencies which get minimum qualifying marks should be opened. And comparative statement be made without involving process mentioned in Clause 3.3 and 3.4. It will provide healthy competition and avoid increased expenditure caused by some agencies which may secure more marks and their rates are on higher side. Any mistake in marking of technical proposal may cost higher to the government and may cause undue benefit to the any agency. Direct comparison of financial bids will also maintain transparency in allotment and selecting the agency.	
18	Refer Clause 2.2.2 (B) Technical Capacity: The condition be relaxed to (i) at least one assignment of for preparation of DPR for road including bridges in a single package of 100 Kms. (ii) at least two assignments of for preparation of DPR for bridges (HL Bridge or ROB of total length more than 275 mtrs).	Corrigendum will be issued in case if any change is made.
19	Refer Clause 2.2.2 (C) Financial Capacity: The condition be relaxed to minimum average annual income of Rs 2 Crores. Price escalation index should be considered while evaluating the financial capacity.	No Change, as per RFP.
20	Refer Clause 2.16.2 on Page No.: 31 of RFP: Clause 2.16.2 specifies that outer envelop of Proposal shall bear RFP Notice No as indicated at Clause 1.11.1. However, Consultant notices that No such RFP Notice No is indicated under Clause 1.11.1. Please Clarify.	Instead of RFP notice no. the name of the project may be indicated.
21	Refer Clause 2.16 on Page No.: 30 of RFP: Clause 2.16 does not specify about the no. of copies of Technical and Financial Proposal required to be submitted. Does the Consultant presume that Only Original Copy of Technical and Financial Proposal is required to be submitted.	No copy required, only original is required.
22	Refer Form- 4 of Appendix-I on Page No.: 158 of RFP: Form - 4 specifies that for a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy/Indian High Commission of India and notarized in the jurisdiction where the Power of Attorney is being issued whereas as per the Public Notice issued by the Embassy of India in Washington DC, it specifies that the "Embassy of India will not re-authenticate a public document that has been apostilled by the authorities of the country of origin". Please confirm if the apostilled copy of Power of Attorney would be sufficient for inclusion in the document. Also find a copy of advertisement made by Embassy of India for your kind consultation/reference.	Corrigendum is being issued regarding the notes to Appendix-1, Form-4 (Power of Attorney)
23	Refer Form-5 of Appendix-I on Page No.: 161 and Form-8 of Appendix-I on Page No.: 162 of RFP: Form - 5/Form-8 specifies that the Certificate from Statutory Auditor is required to be furnished. We request	No Change, as per RFP. Certification from Statutory Auditor/Chartered Accountant will be

	the Department Authority to kindly consider the Certification from Statutory Auditor/Chartered Accountant/Chief Financial Officer of the firm in place of the Certificate from Statutory Auditor.	considered, as already indicated in the RFP.
24	Refer Clause 2.1.4 on Page No.: 11 of RFP: The Clause specifies the positions of the Key Professional Staff to be proposed for the project. We request the Department/Authority to kindly intimate us the envisaged man-months for the proposed key positions as well as the positions and man-months of the Support Staff to facilitate the Department to evaluate the Consultants on the same platform.	No Change, as per RFP.
25	Refer Form -12 of Appendix-I on Page No.: 166 of RFP: Note-2 specifies that the project included under the Form-12 should be in accordance and chronology of the project illustrated under Form-8. We understand that these two Forms are different and project chronology can not be the same. Please clarify.	Individual CV of Key Personal should have the project executed by the Bidder listed first and then his experience for other employers, if any.
26	We request the Department/Authority to kindly allow us to submit our offer from Louis Berger Consulting Pvt. Ltd., a wholly owned Indian subsidiary of our parent company (The Louis Berger Group Inc.) by utilizing the credentials of the parent company. We also agree to submit an undertaking from the parent company specifying that the parent company would provide complete technical and financial support to the Indian subsidiary.	As per RFP. However to clarify no specific clause debarring use of such credentials is there, and the same shall be allowed for such a subsidiary in India by using credentials of parent company which shall hold 100% shareholding in the subsidiary and to be further checked by a guarantee by the parent company.
27	Clause 2.1.4 Key Personnel (page 11): Scope involves pavement design for rehabilitation of existing carriageway and construction of additional carriageway, which require input of Pavement Expert. In key personnel this position is not considered, please clarify.	No Change, as per RFP. (Pavement Expert, Quantity Surveyor etc. shall be among the support staff.)
28	Clause 5.2, KD 2 of TOR (page 81): This clause specifies “first traffic survey” please clarify the same. This clause may be modified as “Report on alignment and traffic survey”.	There may be some change to the initial alignment at the approval stage, which may require some additional traffic survey /studies.
29	Clause 3.3.5 (d) (page 66): This clause specifies only the subsoil strata investigation required for structures across rivers. Please clarify the scope for other structures like ROB, irrigation structures, underpasses, flyovers etc. as given in Attachment –E to TOR (page 97). Consultant’s scope is to provide detailed design for all structures, which may require subsoil investigation more than what is specified in this clause, if so is there any provision for payment under variation for additional boreholes, please clarify	Investigation of the subsoil strata/ geo-technical investigation shall be required for all components where it is needed for completion of DRP. A corrigendum is being issued clarifying the same.

30	<p>Refer Clause 2.6 Site Visit page 20 middle line availability of drawings and other data with the Authority Is some previous feasibility , Traffic data , Historical data available with Client Please confirm</p>	The data available with Department will be shared with the successful bidder.
31	<p>Refer clause No. 1.11.3 last line page 8 Some information is missing Please clarify</p>	Corrigendum is being issued.
32	<p>Refer Clause No. 2.2.2 A (ii) a & on Page No. 13 Consultant whose DPR has been accepted and implemented (or is under implementation) for a NHAI/ MORT&H project or for a Concessionaire for such project; or In case the Consultant having relevant experience with other Govt. organizations will be considered. Please Confirm</p>	Corrigendum will be issued in case if any change is made.
33	<p>Refer Clause No.2.2.2.(ii) (b) second Para on page no.13 The Consultant under category (ii) (a) and (ii) (b), in the last 5 years should have done at least 4 DPRs for minimum 4-lane road of 40 km length each, In case consultant have done 2 DPRs of 4/6/8 lane Road of 40 and 80 Km Please consider and confirm</p>	Corrigendum will be issued in case if any change is made.
34	<p>Refer Clause No. 2.2.2 B Technical Capability The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.4. We request you to kindly consider minimum 2 (Two) DPR Assignments</p>	Corrigendum will be issued in case if any change is made.
35	<p>Refer Clause No. 1.8 under Schedule of Selection Process A (ii) a & on Page No. 7 Opening of Proposals on Proposal Due Date (i.e. 2nd Feb 2010 (up to 03:00 pm). Whereas Clause 2.21.1 under Evaluation of Proposals Page No.34 specifies The Authority shall open the Proposals at 1130 hours on the Proposal Due Date. We request the client to kindly confirm the time & date of opening of Technical proposal.</p>	The time in clause 2.21.1 may be read as “1530 hours” instead of “1130 hours”. Corrigendum is being issued in this regard.
36	<p>Refer Clause 3.1.3, item code 1 page 40; Maximum marks 25 and Criteria: 30% of maximum marks shall be awarded for number of Eligible Assignments undertaken by the Applicant Consultant. The remaining 70% shall be</p>	Bidder meeting the minimum eligibility criteria shall be rated at the qualifying level and the

	<p>awarded for: We request to clarify minimum marks to be awarded for minimum eligible assignment</p>	<p>others shall be interpolated on a proportionate basis between the bidder having highest number of Eligible Assignments and the qualifying benchmark.</p>
37	<p>Refer <u>Clause No. 3.1.4(i) Eligible Assignments on Page No. 41</u> Four-laning of a national or state highway having an estimated capital cost (excluding land) of at least Rs. 250 (two hundred fifty) crore in case of a project in India, and US \$ 125 (one hundred twenty five) million for projects elsewhere;</p> <p>Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 60 (sixty) lacs for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.</p> <p>(i) We request the client to kindly allow two lane of state highway projects having adequate project cost. (ii) We request to consider project costing US\$ 75 million for project executed outside India (iii) We request to consider items of percentage of work or payment received instead of Rs. 60 lacs</p> <p>Please Confirm</p>	<p>Corrigendum will be issued in case if any change is made.</p>
38	<p>Refer Clause 4.0 deliverables page no 73 Twenty hard copies and two soft copies in CDs of all the final reports, drawings, etc Seems to be on higher site, please clarify and incorporate the designations and departments if to be submitted in any other than PIDB</p>	<p>Only 6 hard copies and soft copies in CDs of all the final reports, drawings, etc will be required. Corrigendum is being issued in this regard.</p>
39	<p>Refer <u>Clause No. 4.0 (B) Deliverables on Page No. 74</u> Report on Alignment and First Traffic Survey Is it expected to conduct the Traffic Survey twice if yes at what intervals. Pl confirm</p>	<p>There may be some change to the initial alignment at the approval stage, which may require some additional traffic survey /studies.</p>
40	<p>Refer clause No. 4.0(E) (X) page no 79 Detailed proposal for tree plantation and arboriculture all along the reach and landscaping/beautification of urban reaches and all structures after incorporating the comments as a result of presentation at Preliminary DPR stage; Please define scope of landscape and beautification clearly .</p>	<p>Corrigendum is being issued in this regard.</p>

	Please confirm	
41	<p><u>Refer Clause 5.1</u> The Consultant shall deploy its Key Personnel throughout the assignment. Intermittent services will be required beyond the 16th week until the signing of the Agreements for execution of the Project and till possession of land to be acquired is handed over to PWD B&R for implementation of the Project and conciliation of accounts of land acquisition.</p> <p>What will be the frequency of Visits in month and what will be the maximum time, client will take for land acquisition and for awarding/ signing of execution agreement.</p> <p>Please clarify</p>	As per detailed scope and TOR given in the RFP.
42	<p><u>Refer clause No.5.2 key date and payment schedule :- KD6 page no 82</u></p> <p>Proposal of landscaping, urban beautification Including presentation , Payment 4%</p> <p>Please clarify this 4% payment is against Landscape and beautification works only</p> <p>Please confirm</p>	No Change, as per RFP.
43	<p><u>Refer Clause 5.3 Page no 82 and clause 5.2 KD5 payment 5% against Report on EIA</u></p> <p>In the event that the process cannot be completed within the period specified herein for completion of Final Detailed Project Report, the EIA Report may be completed and submitted to the Authority within an extended period of up to 6 (six) weeks after submission of the Detailed Project Report. A sum equal to 5% (five per cent) of the total payment due shall be withheld and paid to the Consultant upon submission of the EIA Report and environment management plan</p> <p>On 12th Week 5% payment is due after submission as per clause 5.2 KD 5 but same time holding 5% payment as per clause 5.3 ,</p> <p>Please confirm</p>	No Change, as per RFP.
44	<p><u>Refer Clause No. 7.2 on Page No. 87</u></p> <p>The Consultant shall establish a Project office at a suitable location along the Project alignment and a Local office in Chandigarh for efficient and coordinated performance of its services. All the Key Personnel shall be deployed at this office during the 16 (sixteen) weeks as specified in the Manning Schedule forming part of the Agreement. The authorized officials of the PWD B&R /Irrigation department/ Project developer may visit the Consultant's Project /Local office any time during office hours for inspection and interaction with the Consultant's Personnel. It is not</p>	No Change, as per RFP.

	<p>expected of the Consultant to carry out the operations from the Head/Home Office. However, he may do so for assisting the Key personnel in performance of their services</p> <p>We request the client to allow the consultant to undertake all the activities pertaining to the design & drawings from their well established design offices; however the consultant will open up the office in Chandigarh to monitor all the activities related to the project.</p> <p>Pl confirm</p>	
45	<p>Refer Clause 9.1 and 9.2 Completion of services : 9.1</p> <p>The Consultancy shall in any case be deemed to be completed upon expiry of 2 (two) years from the Effective Date subject to handing over possession of land to be acquired to PWD B&R for implementation of the Project and conciliation of accounts thereof, unless extended by mutual consent of the Authority and the Consultant</p> <p>Clause 9.2 20% (twenty per cent) of the Agreement Value has been earmarked as lump sum payment to be made to the Consultant upon execution of the Agreements for implementation/execution of Project and possession of land as acquired has been handed over to PWD B&R along with conciliation accounts thereof (the “Lump Sum Payment”). In consideration of the Lump Sum Payment, the Consultant shall provide such services as may be required by the Authority for concluding the Bid Process and execution of the Agreements for execution of the Project and handing over possession of land area to be acquired to PWD B&R for implementation of the Project and conciliation of accounts towards land acquisition</p> <ol style="list-style-type: none"> 1. Will PIDB issue completion certificate on submission of DPR; 2. Will PIDB pay interest on this amount 3. Will Client pay to the consultant if some force majeure occurred which are beyond the reach of Consultant and Client 4. What will be the Maximum time by which consultant get this 20% payments <p>Please confirm</p>	<p>No Change, as per RFP.</p> <p>However, a substantial completion certificate will be issued by the Authority on acceptance of DPR and on satisfaction that the balance activities shall be completed by the Consultant in a reasonable time.</p>
46	<p>The date and time of the proposal submission</p> <p>It is requested that the submission date may please be kept three weeks from date of issue of written clarifications to the queries raised by consultants</p>	<p>No Extension. Corrigendum shall be issued in case of any change.</p>