

Project: Consultancy services for Authority’s Engineer 2 (AE 2) for Supervision of ‘Rehabilitation & Upgrading the State Highways & Major District Roads, having varying width, by Climatic Resilient Reconstruction, 6 roads in the Northern Districts of Kannur, Kasargode, Kozhikkode & Wayanad of Kerala State (Package - 1 & 2) under Rebuild Kerala Initiative’ on EPC Basis- (Package No: KSTP-II/RKI 1&2/AE/02 – Dtd 25.07.20)

Clarification to the Pre-Bid Queries (27/08/20)

Sr . N o.	Su b- Sr. No .	Reference to RFP	Clarification required /suggestion	Clarification
1			1. Please confirm whether the consultant who has carried out the services for preparation of Detailed Project Report (DPR) for the proposed AE packages will be eligible to participate in the bid for captioned AE’s services. Please confirm.	The consultant who has carried out the services for preparation of Detailed Project Report (DPR) for any of the roads in the proposed AE packages will not be eligible to participate in the bid for captioned AE’s services.
2		clause 7 (Page no. 15)performance security	2. Please refer clause 7 (Page no. 15) of performance security wherein Bank Guarantee (BG) for an amount of 10.00% of the Contract Value has been mentioned to submit. We request to make it 2.5%. Please consider and clarify. Further, BG is requested for 86 months. Similar to the provisions of Civil Contracts, it is requested to release the performance BG of the Consultants after the completion of construction period as it is done in the case of civil works contracts. Please consider and confirm.	Not accepted. RFP prevails.
3		special conditions of contract on page 240	3. Please refer special conditions of contract on page 240 wherein it is mentioned that “The time period shall be 78 months (30 month for construction period and 48 months for Maintenance period)”. We understand that the period of services as stated in clause 13.1.1 of ToR on page 98 and table 1 of section 1 on page 5 of RFP, the period of service shall be Construction period 18/24 plus Maintenance/DLP period of 60 months i.e. total 84 months. Please confirm.	The period of service shall be Construction period 18/24 plus Maintenance period of 60 months i.e. total 84 months.
4		6.4 (Page no. 15) of performance security	6.4 (Page no. 15) of performance security wherein Bank Guarantee (BG) for an amount of 10.00% of the Contract Value has been mentioned to submit. We request to make it 2.5%. Please consider and clarify.	Not accepted. RFP prevails.
5		Please refer Part 2: Financial Proposal (page 11) and SCC clause 6.2 (a) (page 242)	5. Please refer Part 2: Financial Proposal (page 11) and SCC clause 6.2 (a) (page 242), it is stated that billing rates shall be increased to cover all items of the contract i.e. remunerations, vehicle hire, office rent, consumables, furniture etc. @ 5% per annum from beginning of 13th month from the last date of submission of bid. i) In our opinion the proposed rate of escalation of 5% per annum is very less and it is requested to considered at least 8-10% escalation to meet the market inflation, which are on increasing trend only or it can be based on some market indicator like	

		<p>Whole Sale Price Index or CPI as per GoI notification no. M-12011/2/2005-PCL, Dated 20.06.2008. Please consider and confirm</p> <p>ii) From the clause we understand that irrespective of the actual date of commencement of consultancy services, rates of all the items shall be increased @ 5% beginning from 13th month from the last date of submission of bid. Please clarify.</p> <p>iii) As per our understanding the billing rate will be increased by 5% compounding for every year. Example: If the base rate (bid rate) is 100, at the beginning of 13th month the bill rate will be $100+5\%=105$ and in the 25th month it would be $105+5\%=110.25$ and so on for every year. Please confirm</p>	<p>i) Not accepted. RFP prevails.</p> <p>ii) Yes. Irrespective of the actual date of commencement of consultancy services, rates of all the items shall be increased @ 5% beginning from 13th month from the last date of submission of bid.</p> <p>iii) Yes. This will be increased every 12 months as per the RFP.</p>
6	Clause 5 (page 14) of Section 2 & Clause 10 (ix) (page 22) of Data Sheet	<p>6. In Clause 5 (page 14) of Section 2 & Clause 10 (ix) (page 22) of Data Sheet, weightage given for Technical (T) & Financial (F) is 70:30. While prima facie role of Authority's Engineer is to maintain the quality of the project, it is expected that the custodian of quality in the project i.e. Consultant's Firm working as AE does possess superior quality system, approach and methodology and personnel to ensure quality service and best engineering practices. The project demands very high level of precision, technology and quality standard. It is therefore requested to consider 80:20 weightage for Technical (T) & Financial (F) respectively to encourage and ensure better quality of Consultants and it's services. Please consider.</p>	Not accepted. RFP prevails.
7		<p>7. For a reasonable and justified financial in commensuration to the market rate, we propose to introduce a price band of $\pm 15\%$ of average of all the bidder FPs. The H1 Bidder of combined score falling in the price band of $\pm 15\%$ of average of all bids may be selected as "Preferred Bidder". This will ensure rational pricing, neither too low nor too high, for the desired quality. Please consider and confirm</p>	Not accepted. RFP prevails.
8	Enclosure A of ToR (page 99) regarding Team Composition of AE	<p>8. Refer Enclosure A of ToR (page 99) regarding Team Composition of AE. The project demands quite considerable deliverables as regards to review and approval of design and drawings from AE. within a specified time frame as per clause 5 of ToR (page 81-82). This would essentially require significant inputs of Design Engineer (Highways) & Design Engineer (Structure) for reviewing and approving data, design and drawing documents. In view of that, we request you to include at least 4 months inputs of both Design Engineer (Highways) & Design Engineer (Structure). Kindly consider & confirm.</p>	RFP prevails.
9		<p>9. For such a big project having total 146.815 kms pertaining to 6 different roads located in 4 different districts, where round the clock work at various locations is being envisaged and also access to project site also take considerable time, and also as per clause 5 of TOR on page no 84, the test check by AE has been mentioned at least 60%. We hereby draw your attention that team provided in Enclosure-A need to be revised suitably to fulfill this requirement. Hence we propose the following.</p> <p>i. In RFP provisions for 6 no. of ARE is there which can be reduced to one ARE for each District i.e. 4 no.</p> <p>ii. Total 6 no. of Assistant Highway Engineer, 3 no. of Assistant Bridge Engineer, 6 no. of Laboratory Technicians and 6 no. of Surveyors needs to be provided as part of sub-professionals considering the total length of 146.815 kms and different locations to be covered.</p> <p>iii. Further include at least 4 no. of Assistant Highway Engineers (Sub-professional staff) (One of each district) for entire DLP period of 60 months.</p>	RFP prevails.

			Please consider and confirm.	
10			<p>10. Our experience of handling such projects tells that the Quantity Surveyor is required to continuously carry out progress monitoring and cash flow, checking measurement & quantity, examining claims and Change of Scope (COS) of the Contractor & evaluate Impact on Cost due to Modified Designs, Scrutinising Contractor's submissions on quantity and cost, Checking IPC of Contractor & recommend payment, finalization of final bills of Contractor or other pending works throughout both the Construction and Defect Liability Period. However, it is noted that there is no position for the senior Quantity Surveyor except one position for sub professional.</p> <p>We therefore request to include at least 4 no. of Quantity Surveyors (Sub Professional) input of 24 months each and input for one QS position to be extended for entire Maintenance/DLP period of 60 months. Kindly consider & confirm.</p>	Not accepted. RFP prevails.
11	Enclosure-B of ToR for Qualification of Key Personnel particularly for Assistant Resident Engineer on page 108-105	11. Please refer Enclosure-B of ToR for Qualification of Key Personnel particularly for Assistant Resident Engineer on page 108-105 of RFP wherein under 3 b) it is mentioned that "Professional Experience of at least 8 years in Highway Projects" however on the contrary please refer the Evaluation Criteria for assessment of score of Key Staff for adequacy of the Assignment for ARE position on page 28-29 of RFP under point no. 2 i) Total Professional Experience in handling Highway projects < 12 years the marks allotted are "0" whereas for 8 years -8 marks. Please clarify what should be the total professional experience for the positions. Please clarify and confirm.	<p>11. Please refer Enclosure-B of ToR for Qualification of Key Personnel particularly for Assistant Resident Engineer on page 108-105 of RFP wherein under 3 b) it is mentioned that "Professional Experience of at least 8 years in Highway Projects" however on the contrary please refer the Evaluation Criteria for assessment of score of Key Staff for adequacy of the Assignment for ARE position on page 28-29 of RFP under point no. 2 i) Total Professional Experience in handling Highway projects < 12 years the marks allotted are "0" whereas for 8 years -8 marks. Please clarify what should be the total professional experience for the positions. Please clarify and confirm.</p>	<p>Evaluation Criteria for assessment of score of Key Staff for adequacy of the Assignment for ARE position on page 28-29 of RFP under point no. 2 i) may be read as per below,</p> <p>"Total Professional Experience in handling Highway projects <8 years the marks allotted are "0" Whereas for 8 years -18 marks. Add 1 mark extra for each additional year of experience subject to maximum 2 (two) marks."</p>
12	Note to Clause 10 (i) Sub criteria for relevant experience of the firm for the assignment in Data Sheet (page 18)	12. Please refer Note to Clause 10 (i) Sub criteria for relevant experience of the firm for the assignment in Data Sheet (page 18). It states "Experience of Authority Engineer for having offered consultancy services to a private organization shall not be considered as relevant experience for current assignment" We would like to bring to your kind attention that Project Management/ Construction Supervision Consultancy to Private organization is similar and equivalent to Authority Engineer/ Independent Engineer/ Construction Supervision services to Government Agency. We therefore request you to consider these services as relevant experience for current assignment provided the experience is duly endorsed by the respective Government Agency. Kindly consider & confirm.	<p>12. Please refer Note to Clause 10 (i) Sub criteria for relevant experience of the firm for the assignment in Data Sheet (page 18). It states "Experience of Authority Engineer for having offered consultancy services to a private organization shall not be considered as relevant experience for current assignment" We would like to bring to your kind attention that Project Management/ Construction Supervision Consultancy to Private organization is similar and equivalent to Authority Engineer/ Independent Engineer/ Construction Supervision services to Government Agency. We therefore request you to consider these services as relevant experience for current assignment provided the experience is duly endorsed by the respective Government Agency. Kindly consider & confirm.</p>	RFP prevails.
13	GCC Clause 6, Remuneration and Reimbursable Expenditures (d) in page 231	13. GCC Clause 6, Remuneration and Reimbursable Expenditures (d) in page 231 states about the mandatory deployment of key personnel and sub-professional and the reduction in monthly payment for inadequate deployment of key personnel and Sub-Professional has been mentioned against each position if attendance is less than 90%, we hereby request to Authority that: (a) This clause lacks in rationality and legality as it appears to be impinging on basic rights of citizen as well as effecting two way deductions for single leave – (i) as usual deduction being absent or on leave & (ii) additional deduction of 15-25% as per this provision.	<p>13. GCC Clause 6, Remuneration and Reimbursable Expenditures (d) in page 231 states about the mandatory deployment of key personnel and sub-professional and the reduction in monthly payment for inadequate deployment of key personnel and Sub-Professional has been mentioned against each position if attendance is less than 90%, we hereby request to Authority that: (a) This clause lacks in rationality and legality as it appears to be impinging on basic rights of citizen as well as effecting two way deductions for single leave – (i) as usual deduction being absent or on leave & (ii) additional deduction of 15-25% as per this provision.</p>	RFP prevails.

		<p>(b) Further as per clause GCC 4, Working Hours, Overtime, Leave, etc. (b) (Page 227), leave of Personnel is allowed with approval and Consultant shall ensure unaffected progress and supervision during leave of Personnel.</p> <p>(c) Intermittent staff of key personnel and Sub-Professional should not be considered for such reduction in remuneration as these positions are being deployed at site as per site requirement and as & when required.</p> <p>(d) Average availability across the group shall be considered for a block period of six months or yearly so that employee's (Key and Sub-Professional) legal rights of availing leave cannot be deprived.</p> <p>(e) While considering average availability block, the team leader should also be considered as part of group of Key personnel rather than considering him as individual</p> <p>(f) Considering above points, we propose the reduction of monthly remuneration as under:</p> <table border="1"> <thead> <tr> <th>Sl No</th> <th>Personnel</th> <th>% reduction in monthly remuneration of the concern person</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader cum Senior Highway Engineer</td> <td>10%</td> </tr> <tr> <td>2</td> <td>Resident Engineer cum Highway Engineer</td> <td></td> </tr> <tr> <td>3</td> <td>Bridge/Structural Engineer</td> <td></td> </tr> <tr> <td>4</td> <td>Other Key Personnel</td> <td></td> </tr> <tr> <td>5</td> <td>Sub-Professional</td> <td></td> </tr> <tr> <td>6</td> <td>Intermittent Key & Sub-Professional</td> <td>0%</td> </tr> </tbody> </table> <p>In view of this we also appeal either to remove this contentious clause of deduction against non-attendance of staff or modify as suggested above so that annual and sick/medical leave of the Personnel, situation beyond the control of Consultants and reasonable time frame for replacement are not accounted for any deduction on a yearly basis rather than monthly basis. Please consider and confirm</p>	Sl No	Personnel	% reduction in monthly remuneration of the concern person	1	Team Leader cum Senior Highway Engineer	10%	2	Resident Engineer cum Highway Engineer		3	Bridge/Structural Engineer		4	Other Key Personnel		5	Sub-Professional		6	Intermittent Key & Sub-Professional	0%	
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14	Clause 6, Remuneration and Reimbursable Expenditures (d) in page 232	14. In said Clause 6, Remuneration and Reimbursable Expenditures (d) in page 232, it is mentioned that if "..... in case the Team Leader cum Senior Highway Engineer has not been made available for 90% of the stipulated time in the month, then only 80% of the monthly payment shall be released". It is not clear whether 80% salary of that particular staff or monthly invoice. Please clarify.	It is 80% of the monthly payment of that particular staff, as invoiced by (& payable to, otherwise) the AE consultant to the authority of that particular staff.																					
15	clause 6.2(b) (i) (1) of SCC (Page 242), payment of Consultants	15. As per clause 6.2(b) (i) (1) of SCC (Page 242), payment of Consultants is linked with approval of monthly reports. However, no deadline of approval is assigned in the said clause due to which the payment would be exposed to individual subjectivity and affected adversely.	(i) Clause 6.2(b) (i) (1) of SCC (Page 242) may be read with following additional content, "The MPRs shall be examined & commented, if required, by the authority within 7 days of submission and the consultant shall address the comments & resubmit the modified MPR in next 7 days. If the authority does not comment within 7 days, the submitted MPR shall be deemed acceptable to the authority. However, such approval does not absolve the consultant from their responsibility for an unnoticed error in MPR."																					
		(i) It is requested to include timeline for approval of the Monthly Reports in the SCC and in case the approval is not received within the given timeline, the report shall be considered deemed approved and payment of the Consultants shall be released by the Authority and moreover the deduction as per clause SCC 6.2 b) (i) (4) on page 242 should also not be made applicable. Please consider and confirm																						

			<p>(ii) Further, it is also mentioned under clause 6, Mode of Billing and Payment (c) of GCC (Page 233) that 75% of bill raised by the consultant shall be paid within 72 Hrs. We understand that clause 6, Mode of Billing and Payment (c) of GCC will prevail over clause 6.2(b) (i) (1) of SCC for 75% of bill amount. Please clarify.</p> <p>(iii) Please refer clause 4, Working Hours, Overtime, Leave, etc. (b) of GCC (Page 227), states “The Personnel of all types engaged by Consultant to provide Services on this Contract shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix E hereto, and except as specified. In such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.” We understand as per above clause that “Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Further, clause 6, Remuneration and Reimbursable Expenditures (d) of GCC towards percentage reduction in payment is limited to and applicable only when a key personnel is not mobilized by consultant and the absence during leave as per clause 4, Working Hours, Overtime, Leave, etc. (b) would not be considered for % deduction against each position if attendance of one month is less than 90%.</p>	<p>Deduction as per clause SCC 6.2 b) (i) (4) on page 242 shall be applicable as per the RFP.</p> <p>In Clause 6, Mode of Billing and Payment (c) of GCC (Page 233) 1st line, “ 75% of bill raised by the consultant shall be paid within 72 Hrs” stands replaced by “ 75% of bill raised by the consultant shall be paid through accelerated system”.</p> <p>(ii) Clause 6, Mode of Billing and Payment (c) of GCC will prevail over clause 6.2(b) (i) (1) of SCC for 75% of bill amount.</p> <p>(iii) RFP prevails.</p>
16	clause 4, Removal and/or Replacement of Personnel of GCC (page 227)	<p>16. Please refer clause 4, Removal and/or Replacement of Personnel of GCC (page 227) wherein it is mentioned that in case notice to commence services is given within 120 days of signing of the Contract the Authority expects all the Key personnel specified in the proposal to be available during implementation of the Agreement. Further it is also mentioned that Replacement of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination</p> <p>You would appreciate that it is extremely difficult in all practical senses to retain the staff for such an indefinite long period from submission of bid date to 120 days beyond the date of signing of Contract (i.e. >> 4 months).</p> <p>In place of 120 days from the date of signing of contract, we request to consider 120 days from the submission of Bid date. This will be applicable for Team Leader replacement also. Please consider and confirm.</p>	<p>Not accepted. RFP prevails.</p>	
17	Page No. 26 of the RFP, Evaluation Criteria of Team Leader cum Sr.	<p>17. Please refer Page No. 26 of the RFP, Evaluation Criteria of Team Leader cum Sr. Highway Engineer,</p> <p>i. Sl. No. 2 (c) states that “Experience in position of Team Leader/Project</p>	<p>Not accepted. RFP prevails.</p>	

		Highway Engineer	<p>Manager or similar capacity in Construction Supervision/IC involving length 40% of project length or more of similar configuration (2/4/6** laning) and above". We request you to kindly modify the criteria as follows:</p> <p>"Experience in position of Team Leader/Project Manager or similar capacity in Construction /Construction Supervision/Authority Engineer/IC involving length 40% of project length i.e. 24.84 Km or more of similar configuration (2/4/6** laning) and above." Please consider and confirm.</p>	
18		Page No. 27 of the RFP, Evaluation Criteria of Resident Engineer cum Pavement Specialist	<p>18. Please refer Page No. 27 of the RFP, Evaluation Criteria of Resident cum Pavement Specialist,</p> <p>i. Sl. No. 2(ii) states that "Experience as Resident Engineer/Project Director/Project Manager/Superintending Engineer or equivalent/Executive Engineer or equivalent on construction works/ Authority Engineer/ Independent Engineer Projects (similar configuration (2/4/6 laning*) and above)." We request you to kindly modify the criteria as follows:</p> <p>"Experience as Resident Engineer/Highway Engineer/Project Director/Project Manager/Superintending Engineer or equivalent/Executive Engineer or equivalent on construction works/ Construction Supervision/ Authority Engineer/ Independent Engineer Projects (similar configuration (2/4/6 laning*) and above)." Please consider and confirm.</p>	Accepted.
19		Page No. 29 of the RFP, Evaluation Criteria of Bridge / Structural Engineer	<p>19. Please refer Page No. 29 of the RFP, Evaluation Criteria of Bridge / Structural Engineer,</p> <p>i. Sl. No. 2(iii) states that "Experience in similar capacity in supervision of Major Highway Bridges/ROB/Flyover/ Interchanges/ any other structures." We request you to kindly modify the criteria as follows:</p> <p>"Experience in similar capacity in Construction/ Supervision of Major Highway Bridges/ROB/Flyover/ Interchanges/ any other structures." Please consider and confirm.</p> <p>ii. Sl. No. 2(iv) states that "Experience in similar capacity in supervision of Rehabilitation and repair of Major Bridges/ROB/Flyover/ Interchanges/ any other structures." We request you to kindly modify the criteria as follows:</p> <p>"Experience in similar capacity in construction/ supervision of Rehabilitation and repair of Major Bridges/ROB/Flyover/ Interchanges/ any other structures." Please consider and confirm.</p>	Accepted.
20		Page No. 40 of the RFP, Evaluation Criteria of Health & Safety Engineer	<p>20. Please refer Page No. 40 of the RFP, Evaluation Criteria of Health & Safety Engineer,</p> <p>Sl. No. 2a(iii) states that "International exposure in safety works in developed countries." We request you to kindly modify the criteria as follows:</p> <p>"Exposure in Safety works in developing countries." Please consider and confirm.</p>	<p>The clause stands modified as below,</p> <p>"International level exposure in safety works in developed/developing countries <7 years – 0 7 years – 7 marks</p> <p>Add 1 mark extra for each additional project ssu</p>

				bject to maximum 3 (three) marks.
21			21. If Consultancy Period is extended beyond the stipulated period, the Consultant should be given opportunity to enhance stipulated rate of escalation after mutual agreement. Please consider and confirm	Not accepted.
22	Clause 3, Part 1 (x) (b & g) (page 10-11) and Clause 9 of GCC (page 236) on fake or inflated CV of personnel	22. Please refer Clause 3, Part 1 (x) (b & g) (page 10-11) and Clause 9 of GCC (page 236) on fake or inflated CV of personnel. The Consultant would be penalized by so many means viz. refunding the salary and perks, interest of 12%, imposition of penalty @ 10% of salary and perks, other consequences such as blacklisting and reduced person month rate etc. While we fully appreciate the objective, certain practical aspects need to be considered and valued. With the introduction of INFRACON, the Consultant does not have any direct/indirect control on CV as this is uploaded by individual professional with complete protection. Further, the Consultants do not have any such tool/mechanism to verify the authenticity of the qualification and experience of any candidate; they can only rely on the documents provided by a candidate. As a Consultant, we can take full responsibility of our permanent employee's experience for their employment period in organization. In view of this practical perspective, the risk, responsibilities and financial implications imposed on the Consultants through these clauses are extremely stringent and unrealistic. We seek your judicious consideration and rational modification on this matter. Please consider and confirm.		RFP prevails.
23	SCC Clause 6.2 (a)(i) (page no. 242)	23 - Please refer SCC Clause 6.2 (a)(i) (page no. 242), it is mentioned that bill rates of remaining items of the financial proposal namely (i) transportation, (ii) Duty travel to site (iii) Office Rent, (iv) office supplies communication etc (v) reports & document printing and (vi) survey equipment etc. shall be worked out month wise as per actual expenditure. Reimbursable expenditure payment based on actual expenditure is neither in line with the current policy of any client nor in line with ongoing/ under bidding of NHAI/MoRT&H project. Moreover, please refer Page no 75-78 of Appendix C3 of the RFP, it is clearly mentioned that Transportation, Duty travel to site, Office Rent, and office supplies, utilities and communication <u>shall be paid as per rate quoted (Fixed rate/Fixed costs)</u> in the financial bid. We understand that all the reimbursable amounts including reports & documents and Survey Equipment's are "fixed amounts" & bills are not required to be submitted along with invoices. Please consider and confirm.		Your understanding is incorrect. Kindly refer to the GC 6 on page 231/264 & elsewhere in Bid documents. Payments shall be made as per the actual & reasonably incurred expenditures in course of delivery of the required services, which also includes, but not limited to, submission of bills along with the invoices.
24		24. Replacement of RE during maintenance period without deduction of rate may please be allowed. As no competent RE/Professional wish to waste his competency and carrier during long maintenance period of 5 years and spoiling his CV.		Not accepted. RFP prevails.
25		25. Please refer clause 10 of page 94 of RFP, "Regarding installation of biometric attendance system near project highway". We would like to bring to your notice that it won't be feasible as internet facility won't be available at remote places		Not accepted. RFP prevails.

			on the highway. It is being field job also where office time carries no meaning as such, it's requested to remove this clause. Kindly consider and confirm.	
26			<p>26. Please refer GCC clause 4.5.6 page 203 "If any member of the approved team of a consultant engaged by KSTP leaves that consultant before completion of the job, he shall be barred for a period of 6 months to 24 months from being engaged as a team member of any other consultant working (or to be appointed) for any other KSTP/ MoRTH projects."</p> <p>We understand the replacement of key personnel/ team member would be considered without debarment/blacklisting on ground and reasons specified as per GCC clause 4.5.1 of RFP</p>	Your understanding is incorrect. RFP prevails.
27			<p>27. Please let us know the current status of land acquisition, forest clearance etc. of the project. Also, inform about expected commencement of A.E. Services?</p>	<p>No land acquisition is proposed in proposed works.</p> <p>Need for forest clearance is also minimal since work is proposed within existing ROW.</p> <p>AE services are expected to start from 1st week of October'20.</p>
28			<p>28. Please let us know the status of selection of EPC Contractor & tentative commencement of services (Appointed Date) of Contractor?</p>	<p>Few of the works are already under bidding & Bids already received.</p> <p>AE services are expected to start from 1st week of October'20.</p>
29			<p>29. Please refer clause 6.4(a)1 & 3) (Page – 243) of Special Conditions of Contract of the RFP, which states that Advance Payment will be set off by the Client in equal installment against the statements for first 12 months of the services until the Advance payment has been fully set off. And Interest rate shall be 10% per annum (on outstanding amount) for local currency. We request you to pay the Mobilization Advance interest free. Please consider and clarify.</p>	RFP prevails.
30			<p>30. Please refer Appendix C-3, item no. I, II, III, IV, VI, VIII & IX on page 59-61 of RFP wherein the man-month input for Professional Staff, support staff, Description of Vehicles, no. of vehicles and vehicles month envisaged during construction & during development and O&M period, Trips, no. of trips for duty travel to site, Office Supplies, Utilities and Communication Months, No. of Reports, no. of Copies per Report, Total Nos. of copies, Kms, No of times survey to be conducted respectively are not mentioned. It is requested to give these details which will serve as datum for bidding to all the bidders to bring them on one platform. Kindly consider and clarify.</p>	RFP prevails.
31			<p>31. Please refer Terms of Reference clause 5 on page no 85, we believe that the test given in Schedule K are the responsibility of the contractor to conduct such test prior to issuance of the completion/provisional Certificate. Further please be informed that Appendix-C3 clause IX, there is no mention of number of test to be conducted during O&M period of 60 months. Please provide the details and Clarify.</p> <p>If Authority considers that AE has to satisfy the clause 5 of RFP, the required number of test shall be provided. Please confirm.</p>	<p>Your belief is incorrect. The tests given in Schedule K are the responsibility of the AE to conduct such tests prior to issuance of the completion/provisional Certificate or as required in the works as per the RFP.</p> <p>Client does not commit for providing any vehicle, equipment or any material whatsoever, for the AE's obligations of tests.</p>

				AE should consider procurement / hiring charges as deemed by them in the financial proposal.
32			32. Please refer Page no- 22 of RFP, Appendix EC for Evaluation criteria for Assessment of Experience of the Firm, Sl. no 2, Nos. of Highway Professionals with the firm, it is mentioned that “the current employment certificate shall be submitted”. What are the proofs to be submitted? Please consider and clarify.	The current employment certificate shall be submitted by the key personnel, duly signed by the personnel and the firm’s official authorized to sign the bid documents.
33			<p>Please refer Appendix B-2 Site Appreciation on page 56 “Shall give details of site as per actual site visit and data provided in RFP and collected from site supported by photographs to demonstrate that responsible personnel of the Authority’s Engineer have actually visited the site and familiarized with the salient details/ complexities and scope of services”. The client is aware that due to spread of Noval Coronavirus/Covid-19 Pandemic/ epidemic in India has led to restrictions in the movement and quarantine period implemented by all the states. The consultant may / may not be able to capture actual photographs of the site, however consultant would bid accordingly with trust the site conditions are favorable for healthy and safe working conditions to all its staff. The client is requested to consider site appreciation form based on available data submitted by the consultants. Please consider and confirm.</p> <p>Further it is requested that the client shall provide the DPR report or Executive summary reports for each road so the Consultants will have fair knowledge about the site condition which otherwise they could have attained by conducting site visit. Please consider and confirm.</p>	<p>There is no restriction on visiting the roads & taking photographs, which can be done easily together with taking precautions required as per the latest applicable Covid’19 related guidelines. The RFP prevails.</p> <p>The consultants are expected to visit the roads & familiarize fully with the sites & other conditions.</p>
34			34. We would like to request you to kindly extend the proposal submission date by at least 2 weeks beyond 23rd September 2020 since spread of Noval Coronavirus/Covid-19 Pandemic/ epidemic in India has led to partial lockdown and restricted movements and the resumption to normalcy will take time. Kindly consider.	<p>Not accepted. There is sufficient time given.</p> <p>There is no restriction on visiting the roads, which can be done easily together with taking precautions required as per the latest applicable Kovid’19 related guidelines.</p>
35			35. Please confirm if there is online submission of the Technical and Financial Proposal. We would request you kindly provide the online submission e-portal id/ address. Please also provide the financial proposal encrypted file for online submission.	RFP prevails.
36	1	Table-1, Page-1	<p>It is mentioned that the contract package comprising Package-1 and 2 are six roads and the total length of the Project road is 146.815 km.</p> <p>The sum of Project length comprising six road comes in to 174.115. Please clarify</p>	Kindly refer to the figures of 6 roads as per the updated table-1 in “INFORMATION TO CONSULTANTS” on page 5/264of the RFP, as given at the end of this replies table. The updated sum of Project length comprising sixroads comes in to 172.2 Kms.

37	2	RFP			Package 1 & 2 mentioned in the name of the services pertain to the Rebuild Kerala Package (RKI) packages at DPR preparation stage. For clearance of any doubt, It is made clear that out of 6 roads proposed to be supervised & managed by this Authority engineer (AE2), five roads fall under RKI package 1 & one road (District Waynad) falls under RKI package 2.												
			The Project Road coming under Package- 1 and 2 is not mentioned seperately.	The Project Road coming under each Package shall be specified.													
38	3	Page -7, 1 (a)	A). Eligibility criteria for sole applicant firm. - Annual Turnover	Whether we can consider our major stake holders turnover to be added (combined) for this Category? Please clarify	Kindly refer to the Section 1 – Information to consultants (ITC) no 13-A & B “Eligibility criteria for partners in case of JV...” on page 7-8/264.												
39	4	Page-12	4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS, B-I - Technical Proposal {Only Electronic Form (to be uploaded on the E- tendering portal of Employer)}	As per Page No. 9, Para - 21, the submission of proposal (Technical and Financial) is in hard copy. Please clarify.	The submission of proposal is to be done in duly signed hard copies only, together with soft copies in pen drive or CD.												
40	5	Page-18	it is mentioned that Similar projects means 2/4/6 lane as applicable for the project for which RFP is invited. For 2-lane projects experience of 4/6 lane also to be considered with a multiplication factor of 1.5. Experience of 4/6 lane shall be considered interchangeably for 4/6 laning projects. For 4/6 laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0 crores.	since the scope project road coming under Package 1 and 2 are two lane with paveshoulder, experience in similar project shall be two lane/4 lane or six lane. The multiple factor of 0.4 should not be applied for two lane road. Also the consultancy fee of Rs. 3 Crores for two lane road should be removed.	Agreed.												
41	6	Page-20	Key Staff marking - Sr. No. 8 - Sr. Quantity Surveyor	In the evaluation criteria of Key staff (Page no. 25 To Page no. 40) the position of Sr. Quantity Surveyor assessment of score is not available, please provide the same so that on that basis we can identify our staff.	Position of Sr. Quantity Surveyor is not required. The Staff positions & marks table on page 20/262 stands modified as per below, <table border="1"> <thead> <tr> <th>Sl no</th> <th>Staff positions</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader cum Sr Highway Er</td> <td>7</td> </tr> <tr> <td>2</td> <td>R E cum Pavement Special.</td> <td>4</td> </tr> <tr> <td>3</td> <td>A R E – 6 nos</td> <td>2.5x6=15</td> </tr> </tbody> </table>	Sl no	Staff positions	Marks	1	Team Leader cum Sr Highway Er	7	2	R E cum Pavement Special.	4	3	A R E – 6 nos	2.5x6=15
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42	7	APPENDIX-EC3	It is mentioned that the desirable qualification of TL is graduation in management	Please clarify whether PMP is also acceptable.	PMP will be considered as desirable qualification at 3-1-ii)																								
43	8	Appendix-EC	For ARE- 4 marks given for Post graduation in Transportation / Highway Engineering / Structural Engineering /Engineering	Since many other experts are proposed in the RFP- PG for ARE may be deleted for better financial quote.	RFP prevails.																								
44	9	Appendix-EC	Points provided for professional experience-RE. It is mentioned that the Total Professional Experience in handling Highway projects. < 12 years -0.12 years -8 marks. Add 1 mark extra for each additional year of experience. Subject to maximum 2(two) marks. moreover it is mentioned that 20 marks allotted for experience as	As per the RFP the Total points allotted for RE (for providing professional experience is 20). Hence 18 points shall be allotted for 12 years' experience and add 1 mark extra for each additional years of experience. Subject to maximum 2 marks, in order to match the total marks shown in RFP.	Agreed.																								
45	10	Appendix-EC (Page-29 of 264)	Points provided for professional experience-ARE. It is mentioned that the Total Professional Experience in handling Highway projects. < 12 years -0.8 years -8 marks. Add 1 mark extra for each additional year of experience. Subject to maximum 2(two) marks. Moreover, it is mentioned that 20 marks allotted for experience as RE/Project Director/SE/EE/or equivalent construction works.RE/Project Director/SE/EE/equalent	As per the RFP the Total points allotted for ARE (for providing professional service is 20). Hence 18 points shall be allotted for 8 years' experience and add 1 mark extra for each additional years of experience. Subject to maximum 2 marks, in order to match the total marks shown in RFP. 20marks allotted for experience as RE/Project Director/SE/EE/ or equalent on construction works or equalent for ARE is no justifiable. This	Agreed. Clause 2 –ii) The experience of ARE stands Modified as “Site Engineer/Field Engineer/Project Engineer/ EE or equivalent” in place of “RE/Project																								

			on construction works.	criteria is higher than TL. Hence the experience of ARE shall be Modified as Site Engineer/Field Engineer/Project Engineer/ EE etc.	Director/Project Manager/SE or equivalent/EE or equivalent”
46	11	Page -107	The requirement of Senior pavement specialist is mentioned in Page-107. However as per Enclosure-A, the man month pavement specialist not mentioned.	We presume that Pavement Specialist is not required for the Project.	Senior pavement specialist is not required.
47	12		The number of vehicles required to be provided at site shall indicated for uniformity of financial bid	Number of vehicles to be provided at site shall be mentioned.	This is to be assessed & quoted by the bidder consultant to meet the requirements in services.
48	13	Appendix-C3, V	It is mentioned that the duration of site office will be 48 months.	As per the RFP the duration of the Project is 24/18 months construction period +60months O&M. Hence the duration of site office shall be modified as 84 months.	The duration of the site office is assessed for 2 offices centrally located for 6 roads during 18/24 months till completion of the construction phase. The RE & intermittent experts will be accommodated in employer offices during maintenance phase. Payments shall be reimbursed as per the actual based on the unit rates/month given by the bidder, as per the RFP.
49	14	Appendix-C3, VII	It is mentioned that the duration of office furniture will be 48 months.	As per the RFP the duration of the Project is 24/18 months construction period +60months O&M. Hence the duration of hiring office furniture shall be modified as 84 months.	The duration of the site office is assessed for 2 offices centrally located for 6 roads during 18/24 months till completion of the construction phase. The RE & intermittent experts will be accommodated in employer offices during maintenance phase. Payments shall be reimbursed as per the actual based on the unit rates/month given by the bidder, as per the RFP.
50	15	Appendix-C3, VII	Contingency	The percentage of Contingency shall be indicated for uniformity for all the bidders.	This is already uniformly fixed at INR one million at Appendix C 3 at X-Contingencies on page 79/264.
51	16	RFP	The performance security is indicated a 10% of the contract amount.	Performance security under Projects under MoRTH /NHAI are 2.5% only. Kindly reduce performance security as 2.5%of the contract price.	RFP prevails.
52	17		Period of Construction - 24 Months and DLP - 18 Months	Kindly clarify, if the project period extends beyond the stipulated period of 24 month, without any fault of AE, the payment to the extended period to AE will be paid by KSTP as per the man month rate quoted	if the project period extends beyond the stipulated period of 24 month, without any fault of AE, the payment to the extended period to AE will be paid by KSTP as per the man month rate quoted By bidder consultant.

				by us or we can submit revised man month rates for additional months or KSTP will fix any additional % on quoted rates in this effect.	
53	18			We request you to consider further 10 days extension for submitting the proposal due to festivals like Onam and Muharam Coming in first week of September 2020.	Not accepted. RFP prevails.
54	1	A). Eligibility criteria for sole applicant firm. Note under criteria	** Similar project means 2/4/6 lane as applicable for the project for which RFP is invited. For 2-lane projects experience of 4/6 lane also to be considered with a multiplication factor of 1.5. Experience of 4/6 lane shall be considered interchangeably for 4/6 laning projects. For 4/6 laning projects, experience of 2 lane will be considered with a multiplication factor of 0.4, but only for those 2 lane projects whose cost of consultancy services was more than Rs.3.0 crores. For standalone bridge projects, experience in bridge work (either standalone project or as a part of road project) only be considered.	We understand that for 2-lane projects experience of 4/6 lane also to be considered with a multiplication factor of 1.5 will be applied for this project.	Agreed.
55	2	Evaluation Criteria Resident Engineer cum Pavement Specialist Page 27 of 264 Sr. No. 2 (i)	Total Professional Experience in handling Highwayprojects < 12 years -0 12 years -8 marks Add 1 mark extra for each additional year of experience subject to maximum 2(two) marks.	The marks for 12 years should be 18 marks. Kindly modify.	Agreed.
56	3	Evaluation Criteria Resident Engineer cum Pavement Specialist Page 27 of 264 Sr. No. 2 (i)	Experience as Resident Engineer/Project Director/Project Manager/Superintending Engineer or equivalent/Executive Engineer or equivalent on construction works/Authority Engineer/Independent Engineer Projects (similar configuration (2/4/6laning*) and above).	It should be 5 years instead of 7 years. Hence the clause should be modified as: Experience as Resident Engineer/Project Director/Project Manager/Superintending Engineer or equivalent/Executive Engineer or equivalent on construction works/Authority Engineer/Independent Engineer Projects (similar configuration (2/4/6laning*) and above).	This is on Page 27 of 264 Sr. No. 2 (ii) clause, which stands modified as per below: Experience as Resident Engineer/Project Director/Project Manager/Superintending Engineer or equivalent/Executive Engineer or equivalent on construction works/Authority Engineer/Independent

			<p><7 years -0; 5 years -15 marks</p> <p>Add 1 marks extra for each additional year of experience subject to maximum 5(five) marks.</p>	<p><5 years -0; 5 years -15 marks</p> <p>Add 1 marks extra for each additional year of Experience subject to maximum 5(five) marks.</p> <p>Experience as Resident Engineer/Project Director/Project Manager/Superintending Engineer or equivalent/Executive Engineer or equivalent on construction works/Authority Engineer/Independent Engineer Projects (similar configuration (2/4/6laning*) and above). <7 years -0; 5 years -15 marks Add 1 marks extra for each additional year of experience subject to maximum 5(five) marks.</p>	<p>Engineer Projects (similar configuration (2/4/6laning*) and above). <7 years -0; 7 years -15 marks</p> <p>Add 1 marks extra for each additional year of Experience subject to maximum 5(five) marks.</p>
57	4	<p>Evaluation Criteria</p> <p>Assistant Resident Engineer (6 Nos.)</p> <p>Page 29 of 264</p> <p>Sr. No. 2 (i)</p>	<p>Total Professional Experience in handling Highway projects</p> <p>< 12 years -0</p> <p>8 years -8 marks</p> <p>Add 1 mark extra for each additional year of experience subject to maximum 2(two) marks.</p>	<p>The marks for 8 years should be 18 marks.</p> <p>Kindly modify.</p>	<p>Agreed.</p>
58	5	<p>Evaluation Criteria</p> <p>Assistant Resident Engineer (6 Nos.)</p> <p>Page 29 of 264</p> <p>Sr. No. 2 (i)</p>	<p>Experience as Resident Director/Project Manager/Superintending Engineer equivalent/Executive Engineer construction works/Authority Engineer Projects (similar configuration (2/4/6laning*) and above).</p> <p><4 years -0; 5 years -15 marks</p> <p>Add 1 marks extra for each additional year of experience subject to maximum 5 (five) marks.</p>	<p>It should be 5 years instead of 4 years. Hence the clause should be modified as: Experience as Resident Engineer/Project Director/Project Manager/Superintending Engineer or equivalent/Executive Engineer or equivalent on construction works/Authority Engineer/Independent Engineer Projects (similar configuration(2/4/6laning*) and above).</p> <p><5 years -0; 5 years -15 marks</p> <p>Add 1 marks extra for each additional year Of experience subject to maximum 5 (five) marks.</p>	<p>The clause stands modified as below:</p> <p>Experience as Site Engineer/ Field Engineer/Project Engineer/ EE or equivalent on construction works/Authority Engineer/Independent Engineer Projects (similar configuration(2/4/6laning*) and above).</p> <p><5 years -0; 5 years -15 marks</p> <p>Add 1 marks extra for each additional year Of experience subject to maximum 5 (five) marks.</p>
59	6	<p>Evaluation Criteria</p>	<p>Total Professional Experience</p>	<p>The marks for 12 years should be 18</p>	<p>Agreed.</p>

		ENVIRONMENTAL SPECIALIST Page 42 of 264 Sr. No. 2 (i)	< 12 years -0 12 years -8 marks Add 1 mark extra for each additional year of experience subject to maximum 2(two) marks.	marks. Kindly modify.	
60	7	Evaluation Criteria LABOUR/SOCIAL SPECIALIST Page 44 of 264 Sr. No. 2 (i)	Total Professional Experience < 12 years -0 12 years -8 marks Add 1 mark extra for each additional year of experience subject to maximum 2(two) marks.	The marks for 12 years should be 18 marks. Kindly modify.	Agreed.
61	8	Page 40 of 264 Sr. No.2 a (iii)	International exposure in safety works in developed countries <7 years – 0 7 years – 7 marks Add 1 mark extra for each additional projects subject to maximum 3 (three) marks.	We request you to consider the developing countries experience also. Hence we request you to modify the clause as: International exposure in safety works in developed/developing countries <7 years – 0 7 years – 7 marks Add 1 mark extra for each additional projects subject to maximum 3 (three) marks.	The clause stands modified as below, “International level exposure in safety works in developed/developing countries <7 years – 0 7 years – 7 marks Add 1 mark extra for each additional projects subject to maximum 3 (three) marks.
62	9	HEALTH & SAFETY ENGINEER Page-40 of 264 b(ii)	Experience in working on height / deep foundations and live traffic situation and imparting safety training to construction managers and workers	We requested to remove the mentioned clause.	Not accepted. RFP prevails.
63	10	HEALTH & SAFETY ENGINEER Page-40 of 264 (c)	OSHAS /NIBOSH certification is mandatory – 5 marks	We request you to remove the clause and adjust the marks (5 marks) in Total professional experience as 10 years for 16 marks and maximum to 20 marks.	Not accepted. RFP prevails.
64	11	ENVIRONMENTAL SPECIALIST Page-43 of 264 Note	(1) Similar Capacity includes the following positions i) On behalf of Consultant: Resident / Highway Engineer ii) On behalf of Contractor: Resident Engineer/ Highway Engineer / Project Manager (Construction/Construction Supervision) iii) In Government Organizations: Executive Engineer (or equivalent) and above	In similar capacity the positions mentioned are not related to the Environment Specialist. Hence, we request you to consider the right valid positions under the clause Similar Capacity.	(1) Similar Capacity includes the positions with having successfully managed responsibilities to manage Environmental issues in externally funded roads projects.
65	1			We are currently engaged as Design	Not eligible.

				<p>Consultant for the subject assignment. We hope your esteemed office following NHAH standard RFP, where the clause regarding Conflict of Interest of design consultant is deleted. Now Design Consultant can also bid the Supervision projects of NHAH projects. Request you to confirm whether we are eligible to bid for the subject assignment.</p> <p>We request you to kindly clarify the above.</p>	
66	2			<p>Extend the bid submission date by another 15 working days so that we can submit quality and technically competitive proposal.</p>	<p>Not accepted. RFP prevails.</p>

Sd/-
Project Director

Updated table-1 in “INFORMATION TO CONSULTANTS” on page 5/264 of the RFP

Sl. No.	District	Constituency	Road Name	Road length (Km)	Assignment Period
1	Kannur	Peravoor	Edoor – Companynirath - Anapanthy - Angadikkadavu– Vaniyappara - Charal - Valavupara - Kacherikkadavu - Palathumkadav road	24.45	18 Months+ 60 Months maintenance
2	Kannur	Mattannur	Uruvachal- Manakkayivalalay(including bridge parellel to aqueduct at valalay)- KeezhallurTherurPalayod-VellaparambaKarimbala Colony Maruthaayi road	18.46	18 Months+ 60 Months maintenance
3	Kasargode	Kasaragod, Manjeswaram	Kumbla- badiadka-Mulleria road	29.135	18 Months+ 60 Months maintenance
4	Kozhikode	Koyilandy, Balussery, Koduvally, Thiruvambady,	KoyilandyThamrasseryMukkamAreekodeEdavanna road: 1) km 0.00 to 25.31-Koyilandy to Poonoor: 2) km 25.31 to 37.93-Poonoor- Omassery 3) km 37.93 to 51.02Omassery to Eranhimav	51.02	24 Months+ 60 Months maintenance
5	Wayanad	Kalpetta	Vythiri-Tharuvana road	21.835	18 Months+ 60 Months maintenance
6	Wayanad	Mananthavady	Mananthavady to Periya Road	27.30	18 Months+ 60 Months maintenance
Total Length				172.20	

Sd/-
Project Director