

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 07.09.20)

Clarification to the Pre-Bid Queries (07/09/20)

Sr. No.	Sub-Sr. No.	Reference to RFP	Clarification required /suggestion	Reply by KSTP
1	1	Enclosure-A MAN MONTHS INPUT FOR KEY PROFESSIONAL STAFF Page 99of 264	A. Key Personnel: Man-month In Defect Liability Period As per the RFP, there is only RE as a regular but other positions are intermittent during Defect Liability Period, So it is hereby requested you to allow some other key personnel as a full time for the same.	RFP prevails.
2	2	III. Transportation (Fixed rate on rental basis) Page 75 of 264	The vehicles provided by the Consultants shall Include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc. for all complete approx. 3000 km/ month As per the RFP, there is nothing mentioned about no. of vehicles during Construction and Defect Liability Period. Please Clarify.	Such details are to be assessed by the bidder consultant as per the scope of services. RFP prevails.
3	3	V. Office Rent (Fixed Costs) Page 78 of 264	Minimum 200 sqm area of office shall be rented for 48 Months. Duration of the project is 24 Months + 60 Months Maintenance i.e. 84 months, however, Office rental is mentioned in the document to quote in financial is for 48 months only. Please consider the same for the 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.
4	4	VII. Office Furniture and Equipment (Rental) Page 78 of 264	No. of months of Rental: 48 Months Duration of the project is 24 Months + 60 Months maintenance i.e. 84 months, however, Office Furniture and Equipment on rental basis rental is mentioned is to quote the financial for 48 months only. Please consider the same for the 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.
5		Force Majeure Page 220 of 264	Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period. Suppose if no budget allotted or sanctioned to the department, then what will be the payments conditions. Please clarify.	Suitable response shall be taken to address such situations.
6	6	GCC Clause 6 C Remuneration and Reimbursable Expenditures Page 231 of 264	Inadequate deployment of key personnel and sub- professional shall lead to deduction in the monthly payment as per following table. The key personnel and sub-professional shall be considered to be inadequately deployed if he/she is not present for at least 90% of the time stipulated in the month, as per the Man Months Input in the Terms of Reference and the Deployment Schedule proposed by the firm. Remuneration and Reimbursable Expenditures states about mandatory	RFP prevails.

		<p>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:</p> <p>This clause lacks rationality and legality as it appears to be impinging on basic of citizen as well as effecting two way deductions for single leave & (ii) additional deduction of 15-25% as per this provision.</p> <p>Further as per clause GCC clause 4 (c), leave of personnel is allowed with approval and Consultant shall ensure unaffected progress and supervision during leave of personnel. Please refer clause 4 (b) 7 (c) of GCC 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 consultant’s 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 Consultant shall ensure that absence for leave purposes will not delay the progress and adequate clause 4 C of GCC that ‘any taking of leave by personnel shall be subject to the prior approval by the client and the Consultant shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Further, clause 6 C of GCC towards percentage reduction in payment is limited to and applicable only when key personnel is not mobilized by consultant and the absence during leave as per clause 4 C would not be considered for % deduction against each position if attendance of one month is less than 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 and when required.</p> <p>Average availability across the group shall be considered for a block period of six months or yearly so that employee’s (Key Personnel and Sub-professional) legal rights of availing leave cannot be deprived.</p>	
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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 considering above points, we propose the reduction of monthly remuneration as under:

Sl. No.	Personnel	% reduction in monthly payment
	Team Leader cum Senior Highway Engineer	20%
	Resident Engineer cum Highway Engineer	25%
	Bridge/Structural Engineer	20%
	Other Key Personnel	20%
	Sub-Professional Staff	15%

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.