

Consultancy services for Authority's Engineer for Supervision of 'Rehabilitation & Upgradation of Alappuzha-Changanassery Road into Semi Elevated Highway under Rebuild Kerala Initiative' on EPC Basis

Clarification to the Pre-Bid Queries

| Sr. No. | Reference to RFP | Clarification required /suggestion | Clarification |
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| 1 | Please refer clause 3.6 of Part 2: Financial Proposal (page 11-12) and SCC clause 6.2 (a) (page 225-226) | <p>Please refer clause 3.6, Part 2: Financial Proposal on page 11-12 and SCC clause 6.2 (a) on page 225-226, 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 date of Commencement of Services</p> <p>i) In our opinion the proposed rate of escalation of 5% per annum is very less and it is requested to be considered at least 8-10% escalation to meet the market inflation, which are on an increasing trend only or it can be based on some market indicator like Wholesale 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>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> |

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| 2 | In Clause 5.8 (page 14) of Section 2 & Clause 10 (ix) (page 19) of Data Sheet | In Clause 5.8 (page 14) of Section 2 & Clause 10 (ix) (page 19) of Data Sheet, weightage given for Technical (T) & Financial (F) is 70:30. While prima facie role of AE is to maintain the quality of the project, it is expected that the custodian of quality in the project i.e. Consultant's Firm and AE Team do possess quality system, approach and manpower to ensure quality service and best engineering practices. 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 | Not accepted. RFP prevails. |
| 3 | | For a reasonable and justified financial commensuration to market rate, we propose to introduce a price band of $\pm 15\%$ of average of all bids. 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". Please consider and confirm. | Not accepted. RFP prevails. |
| 4 | Enclosure A of ToR (page 87) regarding Team Composition of A.E | The project demands quite considerable deliverables as regards to review and approval of design and drawings from A.E. within a specified time frame as per clause 5.1 & 5.2 of ToR (page 71-72). 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 | RFP prevails. |
| 5 | | Our experience of handling such projects is that the QS is required to continuously carry out Monitoring progress and cash flow, Checking measurement & quantity, Examining claims and Change of Scope (COS) of the Contractor, Reviewing Modified Designs & evaluate its Impact on Cost, Scrutinizing 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. We therefore request to consider full time input of 90 months in place of 40 months for Quantity Surveyor. Kindly consider & confirm. | Not accepted. RFP prevails. |

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| 6 | sub-clause 12.2 of Section 6 (page 86) | <p>Please refer sub-clause 12.2 of Section 6 (page 86), wherein it is mentioned that “The age of the Key Personnel should not be more than 65 years on the date of submission of proposal”.</p> <p>We would request you to kindly consider the Age Limit of the Team Leader cum Senior Highway Engineer as 70 years. Please consider and confirm.</p> | Not accepted. RFP Prevails. |
| 7 | GCC Clause 6.2 (d) on page 217 | <p>GCC Clause 6.2 (d) on page 217 states about the mandatory deployment of key personnel and sub-professional and % deduction against each position if attendance is less than 90%.</p> <p>(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> <p>(b) Further as per clause GCC 4.4(b), leave of Personnel is allowed with approval and Consultant shall ensure unaffected progress and supervision during leave of Personnel</p> <p>In view of this we appeal either to remove this contentious clause of deduction against non-attendance of staff or modify it 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> | RFP prevails. |
| 8 | Clause 6.2 (d) on Page 217 | <p>It is mentioned that if a staff is not available for 90% of the stipulated time in a 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</p> | It is 80% of the monthly payment of that particular staff as mentioned in clause 6.2(d) , as invoiced by (& payable to, otherwise) the AE consultant to the authority of that particular staff. |

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| 9 | Clause 6.2(b)(i)(1) of SCC on page 226 | <p>As per clause 6.2(b)(i)(1) of SCC on page 226, 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</p> <p>(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) should also not be made applicable. Please consider and confirm.</p> <p>(ii) Further, it is also mentioned under clause 6.4 (c) of GCC that 75% of bill raised by the consultant shall be paid through accelerated payment system. We understand that clause 6.4 (c) of GCC will prevail over clause 6.2(b)(i)(1) of SCC for 75% of bill amount. Please clarify.</p> | <p>(i) Deadline for approval of MPR is specified in clause 6.2(b) (i) (1) of SCC of RFP. Deduction as per clause SCC 6.2 b) (i) (4) on page 226 shall be applicable as per the RFP.</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> |
| 10 | Appendix C-3, item no. II, III & IV on page 67-69 of RFP | <p>Please refer Appendix C-3, item no. II, III & IV on page 67-69 of RFP wherein the man-month input for supporting staff, No. of vehicles and vehicles month envisaged during construction & during development and O&M period and No. of trips for duty travel to site 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 also provide the encrypted file for submitting financial proposal</p> | <p>RFP Prevails. Such details are to be assessed and quoted for accordingly, by the bidder consultant as per the requirement in the scope of services. Payments shall be reimbursed as per the actuals incurrence based on the unit rate per month given by the bidder as per the RFP.</p> |

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| 11 | Clause 4.5.1 of GCC on page 213 | <p>Please refer clause 4.5.1 of GCC on page 213 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 practically extremely difficult to retain the staff for such a long period i.e from submission of bid date to 120 days beyond the date of signing of Contract (i.e. > 4 months). 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> | Not accepted. RFP prevails. |
| 12 | Clause 3.4(vii)(g)(Page 10) and Clause 9 of GCC on page 222 | <p>Please refer Clause 3.4(vii)(g)(Page 10) and Clause 9 of GCC on page 222 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 and reduced person month rate etc. While we fully appreciate the objective, certain practical aspects need to be considered and valued. 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</p> | RFP prevails. |

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| 13 | Page No. 20, Evaluation Criteria for Assessment of Experience of the Firm | Please refer Page No. 20, Evaluation Criteria for Assessment of Experience of the Firm: Experience of the firm in supervising the project with Soil stability / soil improvement experience may be included. Please consider and confirm | RFP Prevails. |
| 14 | | Please refer Page No. 19 (iii) Qualification and competence of following professional/sub-professional staff, Staff Position & weightage marks. In our understanding, project has got issues with soil stabilization / soil improvement. In this context request you to include Geotechnical Engineer with experience in Soil stabilization work in the Team. Please consider and confirm. | RFP Prevails. |
| 15 | | Please refer Page No. 19 (iii) Qualification and competence of following professional/sub-professional staff, Staff Position & weightage marks. In our understanding, the road is prone to floods amidst the monsoon. In this context we request to include Hydrology Expert in the team for viewing & approving with respect to Hydrology requirements. Please consider and confirm. | RFP Prevails. |
| 16 | Page No. 24 of the RFP | Please refer Page No. 24 of the RFP, Evaluation Criteria of Team Leader cum Sr. Highway Engineer, Sl. No. 2C. Project Manager of Contractor is considered equivalent/ similar to Team Leader as per "Note - 1(i)". As a practice in the sector, Project Manager of Contractor possesses experience in "Construction/ construction supervision". Therefore we request you to kindly modify the criteria as follows: <i>2C: Experience in position of Team Leader/ Project Manager or similar capacity in Construction/ Construction Supervision / IC involving length 40% of project length or more of similar configuration (2/4/6** laning) and above. Please consider and confirm.</i> | RFP Prevails. |

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| 17 | Page No. 28-30 of the RFP | <p>Please refer Page No. 28-30 of the RFP, Evaluation Criteria of Bridge/ Structural Engineer, Sl. No. 2(iii). Bridge Engineer/ Project Manager (Bridges) of Contractor is considered equivalent/ similar to Bridge Engineer as per “Note – 1(i)”. As a practice in the sector, Bridge Engineer/ Project Manager (Bridges) of Contractor possesses experience in construction of bridges. Therefore, we request you to kindly modify the criteria as follows:</p> <p>2iii): Experience in similar capacity in Construction/ Supervision of Major Highway Bridges/ROB/Flyover/ Interchanges/ any other structures. Please consider and confirm.</p> <p>2iv): Experience in similar capacity in Construction/ Supervision of Rehabilitation and Repair of Bridges/ ROB/ Flyover/ interchanges/ any other structures. Please consider and confirm.</p> | RFP Prevails |
| 18 | | <p>Please refer Page No. 37 of the RFP, Evaluation Criteria of Environmental Specialist, General Qualification: Graduate in Civil Engineering and Post-Graduation in Environmental Engineering is required. We would like to request you to kindly consider the general qualification as ‘Bachelor of Science in any stream and Post-Graduation in Environmental Science’. Please consider and confirm.</p> | RFP Prevails |

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| 19 | SCC Clause 6.2 (a)(i) (page no. 242) | <p>Please refer SCC Clause 6.2 (a)(i) on page 226, 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 not in line with the current policy of other clients like NHAI or MoRTH projects. Moreover, please refer Page no 67 - 69 of Appendix C3 of the RFP, it is clearly mentioned that Transportation, Duty travel to site, Office Rent, and office supplies, utilities and communication shall be paid as per rate quoted (Fixed rate/Fixed costs/Rental) in the financial bid.</p> <p>We understand that all the reimbursable amounts including reports & documents and Survey Equipment's are "Fixed Amounts" & bills/invoices etc. are not required to be submitted along with invoices. Please consider and confirm</p> | <p>Your understanding is incorrect. Kindly refer to the GC 6 on page 231/264 & elsewhere in Bid documents.</p> <p>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.</p> |
| 20 | | <p>We would like to request you to kindly extend the proposal submission date by at least 2 weeks after the queries are replied by KSTP.</p> | RFP Prevails |
| 21 | Appendix- EC3 | <p>It is mentioned that the desirable qualification of TL is graduation in management</p> <p>Please clarify whether PMP is also acceptable</p> | PMP will be considered as desirable qualification at 3.1(ii) |
| 22 | Appendix- C3, III | <p>The number of vehicles required to be provided at site is not indicated</p> | This is to be assessed and quoted by the bidder consultant to meet the requirements in services. |
| 23 | Appendix- C3, V | <p>It is mentioned that the duration of site office will be 30 months</p> <p>As per the RFP the duration of the site office will be is 30 months. However the construction period of the captioned project is 30</p> | Please refer Appendix C3 (V) RFP Prevails |

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| | | months and 60 months DLP. RE and other key personnels also required to be available during DLP, hence the duration of site office may be modified to 90 months.(30 months construction period + 60 months DLP) | |
| 24 | Appendix- C3, VII | It is mentioned that the duration of office furniture will be 30 months. As per the RFP the duration of the Project is 30 months construction period +60 months DLP. Hence the duration of hiring office furniture shall be modified as 90 months. | Please refer Appendix C3 (VII) RFP Prevails |
| 25 | Section 6 - OF Reference | Period of Construction - 30 Months and DLP - 60Months Kindly clarify, if the project period extends beyond the stipulated period of 30months, 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 us or we can submit revised man month rates for additional months or KSTP will fix any additional % on rates in this effect. | If the project period extends beyond the stipulated period of 30 months, without any fault of AE, the payment for the extended period to AE will be made by KSTP as per the man month rate quoted by the bidder consultant. |
| 26 | Clause-7.1, Section 2: Letter of Invitation to Consultants | In case where the bid of the successful consulting firm is less than 85% of the average of all bids received, the successful consulting firm shall have to submit an Additional Performance Security (APS) in the form of a Bank Guarantee for 30% of the differential value between the successful bid and average of all the bids received. The BG shall be valid for a period of [92] months i.e. upto 2 months beyond the expiry of the Contract of [90] months. The other requirements of APS are same as those of Performance Security. Additional performance security @30% will deter Consultants to quote competitive and reasonable rate. Hence this Clause may be deleted | Not accepted. RFP Prevails. |

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| 27 | Enclosure- B | <p>As per RFP the Senior Contact Specialist shall have Professional Experience of 15 years in Contract Management, Experience of at least 4 years as Contract Specialist on any National / State Highway project/ Bridge Project. Degree in Law/PG in management/certificate course in management/ certificate course in construction management/certificate course in contract management</p> <p>Experience in the capacity of Senior Quantity Surveyor may also be consider equal to Contract management Specialist</p> | Not accepted. RFP Prevails. |
| 28 | Enclosure- B | <p>Environmental Engineer: As per Enclosure- B, Page- 95, it is mentioned that Environmental Engineer shall be a Graduate in Civil /Environmental Engineering or Masters in Environmental Science from a recognized University. However, as per Appendix - EC-3.9, it is mentioned that the general qualification of environmental engineer is Graduate in Civil Engineering and 21 marks awarded out of 25. Request you to modify the general qualification of Environmental Engineer as per Enclosure- B, PAGE-95. Full marks shall be given for candidates having Masters in Environmental Science. The experience of Environmental Engineer shall be reduced to 8 year.</p> | Enclosure- B, Page- 95, (1) Essential Qualification (a) shall read as follows : Graduate in Civil Engineering and Post-Graduation in Environmental Engineering /Environmental Science |
| 29 | Appendix- C3, I | <p>Road Safety expert</p> <p>Since HSE Engineer is proposed for a period of 30 month, the man month of Road Safety Expert may be reduced to 10 months so that cost can be considerably reduced.</p> | Not accepted. RFP Prevails. |
| 30 | Appendix- C3, IV | <p>Duty Travel to Site (Fixed Costs) (For all Lengths of projects): Professional and Sub- Professional Staff The number of trips may be indicated for uniform quoting.</p> | Such details are to be assessed and quoted for accordingly, by the bidder consultant as per the requirement in the scope of services |

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| 31 | | <p>“Consultancy services for Authority’s Engineer for Supervision of Rehabilitation & Upgradation of Alappuzha - Changanassery Road into Semi Elevated Highway under Rebuild Kerala Initiative’ on EPC Basis”</p> <p>Please confirm the configuration of lane. Is it 2 lane package or 4/6 lane. Kindly this may be confirmed</p> | <p>The proposal is a 2 lane carriageway without kerb of 7m and 1.5m width of paved shoulder on both sides.</p> |
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S/d
Project Director