

Clarifications of the issues raised during Pre-bid Meeting in the Corporate office of RSRDC, Jaipur for

1. Development of Jaipur Nagaur Highway
2. Development of Sawaimadhapur-Mathura road (state Boarder) Highway

The following representatives of the consulting firms attended the Pre-bid meeting:

No.	Name of firm	Name of Participant	Contact No.	Tel./Fax	E-mail
1	2	3	4	5	6
1	M/s Sharikon Consultants	Sh. K.C.Sharma	9829065408		
2	M/s LASA & MCPL M/s LASA & MCPL	1.Sh.P.C. Bhargava 2.Sh.Deepesh Kumawat	9314529503, 09300566481		
3	M/s Tetra Tech India Ltd.,	Sh. Nitin Jhanwar	9314624195	011-45007599	Jhanwar.nitin@gmail.com
4	CES India Pvt. Ltd.,	Deepk Gupta	9414055628		
5	SMEC India Pvt.Ltd.,	Sh.Samit Saproo	9818554207	0124-4380043	
6	Voyants Solutions (P) Ltd.,	Nitai choudhary	9810615094	0124-4019051	nitai@yoyants.in
7	BLG Construction BLG Construction services	1.Sh.Paresh Kr. Gupta 2.Sh. Maneesh Mangal	9784003567, 9784003582	0291-2701622	pareshkr@rediff.com m_mangal@rediff.com
8	PDCOR Ltd.,	1.Rajeesh Porwal 2. Sushil Maheshwari	09352077575, 9414047012	0141-2747045	Rajneesh.porwal@gmail.com

**Details of Pre-bid Meeting held on dt.25.03.2009 in the Corporate office of
RSRDC,Jaipur for**

	Quarry	Clarifications
1	2	3
A.	LEA Associates South Asia Pvt.Ltd.	
1.	Please clarify whether the same consultant would be awarded more than one package (project corridor) from the three mentioned above.	YES
2.	Cls.5.1 page 36 – For attending the pre-proposal meeting, purchase of RFP document is written mandatory but cls.1.4,page-2 states that the applicants who have downloaded the RFP document from the official website of the Authority need not to deposit the aforesaid fee. Please clarify:	No fee is required, if downloaded from website.
3.	Cls.3.1.4(ii) page 31 – May please clarified further for the definition of any project and type of consultancy services discharged to fulfill the eligibility criteria. Does it mean any project pertaining to railway, building, power plant, roads and highways, structures etc. Does it include Design Consultancy only or Supervision consultancy also?.	(i) This pertains to Design consultancy only. (ii) Any construction project of the required value will be consider under cls 3.1.4 (ii)
4.	It is our experience that lot of time, energy and money is required for the preparation of the 'Land Plan Schedules and Utility relocation (Report KD3)' and also on 'Environmental and Social Impact Assessment Report (Report KD5). We propose to change the payment term of the two to 15% each respectively and reduce the payment of DFR (Report KD6) and FFR(Report KD7) to 20% and 15% respectively.	The payment schedule remain unchanged except time schedule under cl 6.2,may refer corrigendum on web site
5.	It is also requested to release the payment as per the payment schedule against the invoice submitted. In case of any delay in payment by MoSRTH&H 75% of the claimed amount may please be released as an advance payment so that the consultant must not face the cash flow problem.	Payment shall be released as per provisions of agreement.
6.	It may please be clarified whether getting the three clearances from viz. Forest, MoEF and State pollution control board is the responsibility of the consultant or the scope is limited to only preparation of the report and filing of the case to the respective departments.	Consultant shall only assist and support for getting clearance wherever required.
7.	Cls.3.3.6(d) page 53- Indicative quantities of depth of boring in soft soil and rock may please be provided to develop a uniform and rational financial proposal by the consultants as bridges to be proposed for re-construction also require sub soil investigation and which cannot be assessed in reconnaissance survey, whether ROB locations are also included?	Relevant codes and good engineering practices be adopted for technical specifications.
8.	Please indicate is it required to take trial bore hole or test pit at river bridge locations? This shall be done at all minor and major and minor bridge locations or only at major bridges?	Relevant codes and good engineering practices be adopted for technical specifications.
9.	Cls.3.5, page-54- Normally ROBs are to be provided at	Consultant shall only assist and

	all level crossings falling along the alignment. Indicative GADs are to be prepared in consultation with railway authorities. Does it mean that consultant is to get the GADs approved from Railway Deptt.,	support for getting clearance from respective department.
10.	Cls6.3(b)(i),page 108 – Rather withholding the payment of the next stage, it is requested to release 75% of the payment to avoid any cash flow problem to the consultant.	Payment shall be released as per relevant provision given in document only
11.	Cls7.2.2.,page 109 – LD clause is too stringent. It is proposed to convert the penalty to 1% per week or part thereof subject to the maximum ceiling limit to 5%.	Shall be dealt as per relevant provision given in document only
12.	Cls.3.3.2, page 50,51,52,53 – the cls.3.3.2(g) & Cls.3.3.2(j) are contradictory. For submitting the horizontal & vertical profile & as per cls.3.3.2(g),(h) &(i); cls3.3.2(j) is not applicable.	The requirements are minimum and required no. of tests are to be carried out as per standard codal provisions and good engineering practices.
13.	Cls.3.3.2(j) page 51 – Taking a cross section at 1Km distance may not result in adequate data for calculation of Profile Correction and earth work quantities. Please confirm the interval for cross section.	The requirements are minimum and required no. of tests are to be carried out as per standard codal provisions and good engineering practices.
14.	Section-3,page 30 – Criteria for evaluation is not rational but mathematical. Good consultants are likely not to get the projects with their qualified team. Firm showing good numbers of projects (true or false) in the CVs may win the Project. Requested to evaluate the proposals in the same manner as NHA does.	Criteria for evaluation shall prevail as per relevant provisions given in document only.
15.	Cls.3.2.1,page 45 – Traffic volume surveys to be conducted at Toll Plaza locations and every 20km along the corridor. These have to be conducted twice in four month. Please indicate the interval to be adopted for toll plaza. Can the scope for traffic counts be reduced considering the traffic homogeneity along the corridors?	No relaxation in traffic surveys is acceptable and location toll Plaza shall be decided in consultation with client as per toll policy.
16.	Cls 3.2, page 45- Scope for Traffic surveys does not indicate to conduct of OD surveys. Please confirm.	Consultant may carry out more required study necessary for the project.
17.	Cls.3.2.3(a) page 46 – Traffic projections shall be based past trends and growth in influence area or at a constant growth rate. Please clarify, is it required to any analysis or to adopt 5% growth rate for traffic growth.	Traffic growth may be taken is as 5% as per relevant clause of the document
18.	Cls.3.2.1 – page 47 – It is proposed that intersection volume counts to be conducted for 4hrs peak in the morning and evening.	Confirmed.
19.	Cls.3.2.1. page 48 – Please indicate the duration for conducting of axle load.	Please refer Clause 3.2.6.
20	TOR indicates at identifying sections of project corridor deficient horizontal and vertical geometry. It also indicates at identifying sections with inadequate SSD. Does authority have any idea or drawings pertaining to these? It would be very difficult identify these sections with naked eye. Are these locations to be identified based on topographical surveys.	The necessary survey is to be conducted to ascertain the proposed improvement.
21.	TOR indicates at provision of at least intermediate	The engineering judgment is expected

	sight distance along the corridor. This will definitely enhance the safety, but may require long vertical curves which may results in regarding the existing profile to a great extent. This may result in reducing the project viability. Pease confirm is it really required to provide ISD throughout?	to keep the balance in proposed improvement and financial viability in consultation with client.
22.	TOR does not indicate conduct of material surveys for identification of material sources. Please confirm.	All necessary survey and investigation are to be cared out to work out the project cost and to ascertain financial viability.
23.	Please indicate whether the scope includes Bypass study at urban area or not.	Please refer clause 3.4
24.	TOR indicates at conduct of a preliminary financial viability at inception stage of the project its self (within 4 weeks). Is it required to do any field investigations or not for this assessment? Please confirm	The necessary survey is to be conducted to ascertain the financial viability. May refer Clause 4A & Clause 4I.
25.	Four weeks appears to be very short time for assessing the construction cost and traffic levels along the corridors and undertake financial viability. It may be considered to give at least two months time for the same or indicate guidelines for carrying out this activity. Please clarity	Shall be dealt as per relevant provision given in document only
26.	It is also mentioned that if project is not viable, consultants are eligible for 10% of the fee. If the above suggestion of 2 months is agreed, consultants shall be paid at least for the field investigation. Hence, this percentage may be increased to 40% at least first two months of input. Please Consider.	Shall be dealt as per relevant provision given in document only
27	Preparation of land plan schedules and utility relocation costs would depend on the availability of other governmental staff. Please indicate whether scope of consultants ends at submission of land plan schedules and utility relocation plans or it includes undertaking joint measurements and obtaining estimates?	Shall be dealt as per relevant provision given in document only
28.	It would be very difficult get Land Schedules/utility things done within a period of 3 months. Hence the same may be at least increased to 12 months. Please consider.	Shall be dealt as per relevant provision given in document only
29.	It is mentioned in the TOR that there will be a deduction of 10% in consultancy fee at feasibility stage in case the capital cost increases by 10% when compared with IR. It is a very stringent clause in view of the time given at IR state (4 weeks only), Please consider either increasing the time at IR stage of removing this clause of reduction in consultancy fee.	Shall be dealt as per relevant provision given in document only. Time schedule has been revised. May refer rsrdc.com
B.	Kailash Chandra Sharma – sharikocosultants@yahoo.co.in	
1	1. All projects page-30, cl.3.1.3 : Quality of eligible assignments be categorized.	Shall be dealt as per relevant provision given in document onl
2	2. – do- Quality of submission for methodology & work plan. –do-	Shall be dealt as per relevant provision given in document only
3	3. All projects page-55, cl.3.11 : Social impact specialist shall be required for about 30 days.	Shall be dealt as per relevant provision given in document only
4	4. Jaipur-Nagur, pg.67, c:6.2 : The	Shall be dealt as per relevant

	length is 253 km & 18 weeks has been considered good for 125km. The period of assignment should be 36 weeks or if it is required to be done in 18 weeks, two teams shall be required.	provision given in document only Time schedule has been revised. May refer RSRDC.com
5	5. All projects: -do- period to be proportionate to length.	Shall be dealt as per relevant provision given in document only Time schedule has been revised. May refer RSRDC.com
6	6. All projects: about 15 days time shall be spent in elections & it should be excluded.	The election process will not affect the work, hence not accepted. Time schedule has been revised. May refer RSRDC.com
C	Shovan Bera archtechconsultants@rediffmail.com	
1	Jaipur(NH-11) to Nagaur (NH 65&89) via Jobner: para 1.8 – clarifications/queries are forwarded for review: para 2.1.4 pg.6: It is seen that a social expert has not been included in the list where as scope of services at para 3.1.(pg.44) & para 3.11 – (pg.55) indicate requirement of Social Impact Assessment in the feasibility report. (ii) it has been reported by our project coordinator at Jaipur that if the Project is found to be financially not viable on DBFOT basis, than the consultancy fees of the consultant would be restricted to 10% of fees. – It may be appreciated that by the time financial viability is assessed expenditure of the order of 70% to 80% would have been incurred by the consultant – therefore a fee of 10% would be grossly inadequate. (iii) It is given to understand that the evaluation of key personnel would be done with reference to a bench mark arrived at after comparative assessment – this procedure is generally not adopted for evaluation by other agencies where evaluation is done individually. – request consider procedure.	Shall be dealt as per relevant provision given in document only
D	Rajeev Goel, Rajeev.goel@tetrachindia.com representing Tetrachindia	
1	2.2.2 (D) : Length of professional experience & experience on eligible assignment. : Kindly clear “ Length of professional experience” does it mean No. of years after graduation in the respective disciplines.	Professional experience will be considered in actual experience as relevant field.
2	2.2.2(D): then experience on eligible assignments for environmental expert says “worked as a sole expert for two eligible assignments.” - Kindly clarify the stature of the client for the sole expert e.g. Owner, Consultant, Contractor, Sub-contractor or local village bodies”.	He must be associated with the eligible assignment in relevant field.
3	3.1.1 & 3.1.3 – In the first stage, the Technical Proposal will be evaluated on the basis of Applicants experience, <u>its understanding of TOR</u> . Proposed methodology & work plan & the experience of key personnel. - Evaluation is also based on understanding of the TOR, but no marks have been allocated under this parameter (3.1.3)	Shall be dealt as per relevant provision given in document only
4	3.1.3,3(a&b) – the criteria gives a understanding that a graduate of total ten years relevant experience should	May refer clause 3.1.4

	have been the team leader for two eligible assignments [as per 2.2.2(D)]. – But at 3.1.3(a) it does not specify the No., of minimum eligible assignments. What will be the marks for fulfilling the requirement of minimum two eligible assignments?	
5	Eligible Assignments: Cl: 3.1.4(i) & (ii) – Please clarify that: 1. The percentage above construction cost to arrive at the Capital Cost. & 2. Does the eligibility criteria mean feasibility studies & construction supervision of Highway projects.	1. Actual construction cost 2. Design/feasibility study consultancy only.
6	3.2.1 – S.No.1.0 – “ Classified Traffic volume.....& one station every 20km of project highway. - The exact location will be decided based on homogeneous sections in terms of land use which will be determined at the time of inception report. This includes refining all the engineering & traffic surveys in the inception report.	YES
7	3.2.3 (B) : The consultant shall also provide sensitivity analysis due to change in assumption of traffic projection: - Sensitivity analysis shall be provided as parameters given in HDM IV-A World Bank recognized economic analysis software. – Please clarify if marks will be deducted if the sensitivity analysis is not proposed to be done by HDM-IV?	Shall be dealt as per relevant provision given in document only
8	3.3.2(A) divide the project highway as per terrain classification: The project highway is divided primarily on homogeneous sections for sub-grade & soil properties as pavement design will be based on that.	Shall be dealt as per relevant provision given in document only
9	3.3.2(D) Identify stretches which require raising. - Raising of embankment will be decided on a decision based on streamlining the flooding water in the drainage works & the adjacent land use and comparative cost evaluation.	Shall be dealt as per relevant provision given in document only
10	3.3.2 (e)-(i) identify stretches which do not meet the criteria for ruling design speed. - Kindly specify the Design Parameter of the ruling design speed in Km/Hrs.	As per relevant provision of IRC codes applicable for state Highway and manual of specification & standards published by Planning Commission Govt.
11	Key Personnel Deployment - Kindly clarify if a firm bids for all the projects, the team of key Personnel can be same or the min set possible.	Separate team for each project
12	Annexure 4.0 ; Deliverables A: last line “ the consultant shall be entitled to a payment of 10% of the agreement values upon such termination : - Please revise the payment for inception Report submission & acceptance to 25% of the consultancy fees irrespective of the viability of the project.	Shall be dealt as per relevant provision given in document only
13	Cl.3.1.4(ii) second eligible criteria does not have the word construction & supervision. It only has construction. Does this mean that a constructing firm is also eligible.	Design/feasibility study consultancy only.

14	The date of LOA & sale of bid document for contractor (RFQ) has only about three to four weeks. What are the deliverables from Technical Feasibility Consultant at this stage?	The deliverable along with time schedule is as per clause 6.2 as modified. May refer rsrdc.com
15.	The additional qyarries of 25.03.09 will be uploaded when.	30.03.2009
E.	D.Vimlesh mahle.	
	Pg.No.31 in 3.1.4. Para. Eligibility Assignment: Details of Point No. (i) &(ii) both they essential or any one is required. And can we do this project with consortium bases. (i) Two laning of a national or state highway (ii) Any project involving construction.	(a) Either or any, (b) Yes
F.	Voyant solution Pvt. Ltd. info@voyants.in	
1	As per the team for these project, kindly allow us to use same persons for the positions of Financial Analyst & Environmental Expert across different packages.	Shall be dealt as per relevant provision given in document only
2	At page 101, clause 3.5.2 (b) of the RFP document consultant has to take Third Party Liability insurance with a minimum coverage of Rs. 5 crore. This amount seems to be on the very higher side, since the premium would have to be paid by consultant in MoSRTH this amount is taken as Rs 1 crore. Kindly consider.	Shall be dealt as per relevant provision given in document only
3	At page no. 67 as per clause 6.2, 10% of the payment will be released after 52 nd week, completion of services including assistance during bid process. We request you to take the bank guarantee of the equivalent amount for the said period and release the payment to the consultant.	Shall be dealt as per relevant provision given in document only
4	At page no 31 & 32 of RFP document, to claim the project as eligible assignments the applicant must have received professional fee of Rs. 25 lakh for road project and 50 lakh for the project from private sector. We request instead of asking for the exact amount, receipt of 50% of the professional fee should be considered. This practice is being followed by MoSRTH	Shall be dealt as per relevant provision given in document only
G.	LT- RAMBOLL	
1	Clause 2.1.4 of "Instructions to Applicants" requires certain minimum number of days for each Key personnel to be spent at site. The purpose of this is not clear. This may impede the timely completion of the project. Personnel will be at site if and when required. It cannot be made mandatory.	No. of days as prescribed have been worked out for better appreciation of work to be done/being done by the consultants team. It has been generally accepted by intending Bidders will be adhered to.
2	Clause 2.2.2 D of "Instructions to Applicants" This requires experience of all key Personnel in two "Eligible Assignments" the same is repeated in Clause 3.1.3. This term is defined in clause 3.1.4 and pertains to only projects of two laning with paved shoulder. This is highly restrictive in respect of Bridge Engineers (who would have worked on flyovers. ROB's etc.) Traffic cum	All key persons should have experience on eligible assignment as defined in cl.3.1.4

	Safety Engineers, Surveyors, financial Analyst and Environment Expert. It may however, be noted that clause 7 of ToR does not refer to any “ Eligible Assignments” Since this qualification forms the major component of Technical Evaluation and the weightage for Technical Evaluation is 70% in the overall assessment, this stipulation should be worded very carefully to avoid any ambiguity.	
3	Clause 2.16.3 requires Memorandum and Articles of Association as also copies of Audited Balance Sheet for preceding 3 year should be included, However, Clause 2.16.6 states that “ No separate documents like printed annual statements ; company brochures etc. will be entertained” Please clarify.	As per clause 2.16.6 only photo copies or relevant pages of the printed documents are only provided.
4	Clause 2.21.3 lists items which will render the Application Non Responsive. The last “item” states it is not non-responsive in terms here of” Please clarify.	It implies that the proposal should be responsive in terms of cl.2.21.3 (a to g)
5	Clause 8.1 of “Draft Agreement” states that the parties undertake to act in good faith.... To ensure the realization of objectives of the agreement. With such a premise, it is very unreasonable to propose a very stiff penalty for substitution of Key Personnel as stated in clause 2.25.2 of “Instructions to Applicant”. During the short period of the Assignment (only 18 weeks),the consultant will not replace the expert unless it is absolutely essential due to reasons such as death, illness, resignation etc. It is requested that this provision be removed.	The continuation of the key person is desirable and for exception the clause 2.25.2 is applicable.
6	Clause 3.15.1 of “Terms of Reference”: States that detailed financial analysis is not required. What is required is a preliminary assessment of financial viability. Clause 3.14 states that indicative BOQ and rough cost estimates are to be prepared. All these are very vague. Very clear levels of accuracy required should be stated. Otherwise different applicants may assume different meanings for these requirements, which will reflex in prices quoted. O&M costs are to be taken as per norms of Authority. What are they. Traffic growth rate is stipulated as 5% per annum. This itself will impose roughness in estimating the IRR.	The work is to be carried out as per scope of services at cl.3.1. of TOR confirming to standard specifications of IRC and prevailing market rates. O&M cost are to be worked out as per standards of IRC, as perr guidelines in MCA for O&M issued by planning commission.
7	Clause 4A of TOR expects that based on “realistic”: assumptions, a preliminary financial analysis is to be prepared even at the Inception Report Stage. This report is to be prepared in just 2 weeks. In clause 4 I , when at the end of the project a “preliminary” financial evaluation is made, if the viability gap funding proposed in inception Report exceeds 10% the consultant will be penalized. This is grossly unfair since even at the final stage, what is mandated is only a preliminary financial evaluation. What accuracy can then be expected at Inception Report Stage prepared within 2 weeks? This kind of provision will lead to cooking up of the results of the Report and rendering it	The preliminary & final projections at the inception & final stage should be reasonably accurate to within 10% as per TOR..

	useless. When the Authority has stipulated growth rate of 5% for traffic, how can the Consultant made “inaccurate projection leading to higher costs” (see last line of Clause 4 I).	
8	Clause 3.15.3 stipulates that a minimum IRR of 12 is to be aimed at by suitably adjusting the capital cost and does not talk about any Viability Gap Funding to achieve this. However, Clause 4 A provides for Viability Gap Funding upto 20% of the capital cost to achieve 12% IRR. This contradiction should be resolved.	The limiting of viability gap funding has been increased to 40% and corrigendum in this regard is attached herewith.(as well RSRDC web site.)
9	Agreement Para C: Request add between “Consultant” and “awarded” the words “after due evaluation of the credentials presented by the consultant and the price quoted”.	The present terminology of the clause is adequate.
10	Clause 2.9.1(g) of the agreement: This is a very arbitrary power and the compensation for such an eventuality specified in 2.9.5.(iii) is grossly inadequate. The authority should pay 50% of the difference between the quoted price for the Assignment and the amounts for which invoices have been raised for the works completed when the decision for arbitrarily terminating the Assignment is communicated to the consultant.	The compensation as provided in cl.2.9.5 is in order.
11	Clause 3.3.6 Geotechnical Surveys: Test pits have to be carried out at river bed and locations of new bridge construction and other proposed structures. We presume that the required geotechnical data for existing structures available with the ministry will be provided. Please clarify.	All required data regarding the existing structures to be obtained by consultant.
12	Clause 2.20 Bid Security: Whether Bid Security can be submitted as Bank Guarantee.	No, only Demand Draft will be acceptable.
13	Clause 6.2 Time and payment Schedule: The payment upon submission of inception report to an extend of 10% may be considered since lot of surveys have to be conducted.	The payment schedule remains unchanged.
14	Clause 3 Scope of services Topographic Surveys : The project stretch is 253 km long with heavy traffic and the time provided for carrying out surveys are only 40n days which not sufficient.	As specified in clause 8 of TOR, the surveyor is a key person is to spent minimum 40 days at site, the actual duration may be more than this as per requirement.
15	Clause 6.2 Time Schedule for deliverables: Time provided for preparation of final feasibility report is 18 weeks which is too short. This may be reconsidered.	Clause 6.2 and annexure 6 of clause 6.3 is modified and corrigendum in this regard has been issued extending the time schedule of various deliverables stretched up to 22 weeks.
16	Clause 4C Land Acquisition Plan : The preparation of land acquisition plan will also take lot of time since in many sections both sides of the project stretch is having heavily built up structures such as commercial, residential buildings, temples, mosques, educational institutions, government offices etc. We presume that existing ROW details will be provided by the ministry.	Details are to be collected by the consultant, however all possible help shall; be extended to faceilitate the consultant.
H	Consulting Engineering Services (India) Pvt Ltd.	

1	The TOR indicates only professional staff required for the assignment without assigning man-month of each Key Professional staff, Sub Professional Staff and support staff. Please indicate man-month of each key professional staff, sub professional staff and support staff.	Shall be dealt as per document..
2	Please clarify whether the same team can be proposed for all the five proposals.	Shall be dealt as per document.
3	Please provide Project map showing different project stretches to enable us make site visit and prepare site appreciation report.	Provided.
4	As per payment terms (refer TOR clause 6.2,page 67), payment to the consultant will be made from 8 th week i.e. on submission of report on Alignment and first traffic survey. Normally on submission of Inception Report, a payment is made to the consultant. Please clarify.	Shall be dealt as per document.
5	As per payment terms (refer ToR, clause 6.2, page 67), the submission of Inception Report has been mentioned as, at the end of 2 nd week, whereas in clause 4A (page 59 of ToR) it is stated at the end of 4 th week from commencement. Kindly clarify which time period to follow.	May go through clause 4A of TOR which states that “ within a period of four weeks of submission of Inception Report”..
6	As per ToR, clause 6.2, page 59 “Within a period of four weeks of submission of the Inception Report, the Consultant shall submit a Supplementary Inception Report where it must clearly spell out the broad strategy for structuring the project in a manner that would restrict the likely viability gap funding to.....”. The would require certain data like base traffic, Capital cost and O&M cost to be estimated. A time period of four weeks is inadequate for such viability analysis. This may be raised to weeks. Kindly consider.	Clause 6.2 modified may visit rsrdc.com.
7	Para 3.2.1 of ToR, page 45- Classified Traffic volume count should be done for each proposed too plaza location and one station for every 20 KM of project highway traffic volume counts are generally conducted at each homogenous section, which can be more or less than 20 KM, so in our opinion, the number of traffic count locations may be decided accordingly instead of fixed interval of 20 KM, in addition to proposed Toll Plaza locations. This aspect may be reconsidered.	The location of traffic count station is to be decided in consultation with authority as per clause 3.2 of TOR.
8	IN addition to the facilities to be provided by the client as per ToR, the client should also provide the following information. Existing ROW (Right of way) data/map of the project roadl	Map of the projects already provided and the details are to be collected by consultant. Authority will help if need.

	List of exiting underground utilities along the project hightway Village revenue maps through which the project road traverses.	
9	Terms of Reference , Clause 6, page 67- Time and payment schedule, sub clause 6.1 state “ The toatal duration for preparation of the Feasibility end of 52 weeks or two month after the signing of agreement”. A provision of two man- days for each of the key personnel had been provided for such intermittent services as per financial format appendix II item C on page 160 of the ToR. This provision appears to be too short and needs to be reconsidered. In our opinion, the time period for such intrermitted services from each key personnel may be kept adequately (say ten man-days each) with afoof noting”to be paid on actual man- day input”, so that, such expenditure remains within the “ ceiling amount” of the contract. These aspects may please be reviewed and considered.	Shall be dealt as per relevant provision given in document only
10	As per clause 4 (H) page 62 of ToR, Consultant has to prepare schedules A,B,C,D and H of concession agreement. We pressure that all other schedules will be prepared solely by the department/client. Kindly confirm.	All the required details along with schedules are to be prepared by consultant.
11	As per clause 5 (c) of ToR, page-63 cross section should be prepared for entire Project highway. We prrsume that only typical cross section as proposed stretchwise will serve the purpose. Kindly confirm.	The necessary number of x-sections is to be prepared as per standard codal provisions and good engineering practices to ascertain realistic project cost.
12	It is expected that MOEF clearance has already been taken into consideration.	All the necessary clearances are to be obtained and consultant shall all necessary provide details and support for obtaining clearance.
13	We request the submission date to be extended to 21 days after receiving replies of the pre-bid queries.	Proposal due date (PDD) already amended may visit www.rsrdc.com
I.	Mukesh Associates	
1.	In the Terms of Reference Page No.58 under Inception report it is given that, A Supplementary Inception Report Where it must clearly spell out the broad strategy for structuring the project in a manner that would restrict the likely viability gap funding to a level not exceeding 20%. Of the capital cost of the project assuming an IRR of 12%. In the event that a viable project does not seem feasible, the Consultant shall not proceed with the Consultancy and the same shall stand terminated. The Consultant shall be entitled to a payment of 10% of the Agreement Value upon such termination. In order to assess the reliable viability of the project at this stage, consultant has to carryout traffic survey, topographic survey, preliminary	Shall be dealt as per relevant provision given in document only, however Viability Funding Gap level has been enhanced from 20% to 40%. Please visit rsrdc.com for corrigendum.

	improvement plan (including the bypass, structures etc) and preliminary cost estimate. The above require substantial input towards arriving the cost, revenue streams and complete 40 to 50 percentage of total feasibility study. Whereas, it is mentioned that only 10% of the agreement value will be paid in case the project is not feasible. We request you to kindly revise the percentage of payment to 40% upon termination in the event the project seems not feasible.	
2	In The Terms of Reference item No. 6.2- Time and Payment schedule, Page No.67 it is given that, 15% payment will be made on submission of alignment plan and first traffic survey report. This stage of report demand 30% of the work requirement for total feasibility study. Hence the payment for the first stage of payment shall be revised at least 25% of agreement value.	Shall be dealt as per relevant provision given in document only
3	The second stage of payment will be made on submission of Land Plan schedule and Utility relocation plan report (KD3).Preparation of land plan schedule and preparation of utility shifting plan with cost of shifting utilities involve various agencies. According to the past experience in the NHAI project, the shifting of utilities and land plan schedule consume considerable amount of time and some time even beyond the duration of project. The time required for preparing the LPS and utility shifting depend on response time from the concerned agencies. Hence, we request you to kindly move the second stage of payment to sixth stage or consider making payments for 3 rd , 4 th and 5 th stage in case the report on LPS and utility shifting is delayed due to longer response time from the agencies.	Shall be dealt as per relevant provision given in document only
4	In the Terms of References item No. 4 – C (c), Page No. 60 it is given that, Land Plan Schedules shall be provided separately for Two - landing and Four – landing respectively. Please clarify, whether the LPS for two landing of entire project highway and four landing of entire project highway should be provided separately. Other wise the LPS for two laning stretch and four laning stretch in the project highway to be submitted separately. Please clarify.	The LPS for two laning stretch and four laning stretch in the project highway to be submitted separately.
5	Please clarify, the type of arrangement made for acquisition of land for the project. As in case of NHAI projects, competent authority from the revenue department would be appointed to process the land acquisition required for the project. Please clarify, whether any such arrangement is envisaged for appointment of competent authority for field verification and approval of land acquisition for the project.	As per rules of GOR.
6	From the TOR we understand that design of alignment of project road involve detailed design of the project road including the vertical and horizontal alignment and intersection design. Since, it is a feasibility study	Shall be dealt as per relevant provision given in document only

	preliminary alignment of the project road (to decide the length of road) would be sufficient. Detailed design of geometry would be required only at the detailed design Stage and the same shall be carried out by the developer which will be proof checked by the independent consultant. We suggest that the projects which are proposed to be developed under DBFOT pattern, feasibility study with preliminary alignment design of the project with preliminary GAD for structures would be sufficient for estimating for the project cost.	
J	N K BUIDLDCON PVT LIMITED	
1.	<p>I.-Two laning of a national or state highway having an estimated capital cost (excluding land) of at least Rs.25 crore (Rs. Twenty five crore) in case of a project in India, and US \$ 12.5 million (US \$ twelve point five million) for project elsewhere;</p> <p style="text-align: center;">OR</p> <p>II- Any project involving construction and having an estimated capital cost (excluding land) of at least Rs. 60 crore (Rs. Sixty crore) in case of a project in India, and US & 30 million (US \$ thirty million) for project elsewhere.</p> <p>It may be clarified that while evaluating the bid 1 and 2 shall be treated as equal</p>	Shall be dealt as per relevant provision given in document only.
2	Can the V eligible assignment be one from I and 4 from II	Provided assignments covers as indicated in cl.3.1.4
3	Financial capacity be Rs. 1.00 crores average of three years, it may also be clarified .	The applicant shall have received a minimum income Rs..... per annum from professional fee during each of three years.
K	PDCOR Limited March31,2009	
1A	(D) Conditions of Eligibility for key personnel: Financial Analyst	Shall be dealt as per relevant provision given in document only.
1B	An Applicant may, if it consider necessary, propose suitable Sub- Consultants in specific areas of expertise. Credentials of such firms should be submitted in Form-15 of Appendix-I, A Sub-Consultant, however, shall not be a substitute for any Key Personnel.	Shall be dealt as per relevant provision given in document only.
2	The consultant shall assist the Authority and its Financial Consultant and the Legal Adviser by furnishing clarifications as required for the financial appraisal and legal scrutiny of the Project Highway and Bid Documents.	Consultant shall assist the authority in bid process.
3	Axle load spectrum surveys	As per codal provision.
4	Bridge condition survey point No.(b)(iv)	Shall be dealt as per relevant provision given in document only.
5	Proposal for Sections passing through urban areas The surveys and investigation for the alignment and other features of the bypass are a part of this consultancy.	Shall be dealt as per relevant provision given in document only.

6	ROBs/RUBs- The Consultants shall prepare and submit indicative GADs of the proposed ROBs/RUBs. Including viaduct portion in the approaches based on preliminary consultation with the railway authorities concerned. (The GAD of ROBs/RUBs existing or under construction in the vicinity of the project highway could also be kept in view).	Since provision in the GAD' need to be included as per railway requirement.
7	Social impact Assessment	As per current prevailing policies of Court.
8	Preliminary Designs	
9	Project Cost	Shall be dealt as per relevant provision given in document only may also refer rsrdc.com.
10	Deliverables A. Inception Report	Shall be dealt as per relevant provision given in document only.
11	C.Land plan Schedules (c) Land plan Schedules shall be provided separately for Two-laning and four-laning respectively.	The LPS for two laning stretch and four laning stretch in the project highway to be submitted separately.
12	D. utility Relocation Plans	All the required details as per good engineering practice are required.
13	Specific requirements for the Project highway (af) Provided a list of section /locations where tunnels may be required. (Refer para 14.8 of Manual).	As per requirement of site.
14	Time and payment Schedule The total duration for preparation of the Feasibility Report and Schedules to the Concession Agreement shall be 18 weeks, excluding the time taken by the Authority in conveying its comments on the Draft Feasibility Report.	Time schedule has been modified from 18 to 22 months.(Available on rsrdc.com).Regarding payment schedule it shall be as relevant provision given in document only.
15	Mobilization Advance up to 10% of the total Agreement Value shall be paid on request against Bank Guarantee of a scheduled Bank. This shall attract 10% simple interest per annum and shall be adjusted against the first four bills in four equal installments and the accrued interest shall be recovered from the fifth bill.	Shall be dealt as per relevant provision given in document only.
16	Consultancy Team	Shall be dealt as per relevant provision given in document only.
17	Attachment B to the TOR The Indicating List of Drawings for Schedule H of the Concession Agreement	
18	Access to land property	Help may be sought from authority..
19	Liquidated Damages	Shall be dealt as per relevant provision given in document only.
20	Payment Schedule 2. All reports shall first be submitted as draft reports for comments of the Authority shall provide its comments no later than three weeks from the date of receiving a draft report and in case no comments are provided within such three weeks, the Consultant shall finalise its report. Provided, however, that the Authority may take up to four weeks in providing its comments on the Draft Feasibility Report.	Shall be dealt as per relevant provision given in document only.

