

## Minutes of Pre-Bid Conference

**Consultancy Services for Road Sector Knowledge & Capacity Development:  
Centers of Excellence, Workshops & Advanced Seminars  
for Second Gujarat State Highway Project (IDAP-3)  
Held On 22/07/2015 at 1530 Hours (IST)**

**Venue:** - Meeting Hall, GSRDC, Nirman Bhavan, Gandhinagar

**Name of Assignment:** Consultancy Services for Road Sector Knowledge & Capacity Development: Centers of Excellence, Workshops & Advanced Seminars for Second Gujarat State Highway Project (IDAP-3)

### **Name of those Present:**

| Sr. No               | Name                | Designation                                                |
|----------------------|---------------------|------------------------------------------------------------|
| <b>From Employer</b> |                     |                                                            |
| 1                    | Shri.P.P.Vakharia   | Chief Engineer ( World Bank), Gandhinagar                  |
| 2                    | Shri D.K.Solanki    | Superintending Engineer, PIU, Gandhinagar                  |
| <b>From PMC</b>      |                     |                                                            |
| 1                    | Shri H.N.Saxena     | Team Leader                                                |
| 2                    | Cdr. Narayan Mishra | Public Sector (India) Domain Expert- IDAP/GAAP Coordinator |
| 3                    | Shri SAGAR Deshmukh | Senior Highway Engineer and Project Planning Specialist    |
| 4                    | Shri Bhupesh Gupta  | Procurement Specialist                                     |

### **From Short-listed Bidders:**

| Sr. No | Name of the Firm | Name of the Representative |
|--------|------------------|----------------------------|
| 1      | Delloite         | K V N Prasad               |
| 2      | Egis             | Sunir Parikh               |
| 3      | Egis             | Ashok Pandya               |
| 4      | Delloite         | Dinesh Ojha                |
| 5      | Roughton/Satra   | Apurva Vyas                |
| 6      | Roughton/Satra   | Rajshekara                 |
| 7      | Feedback Infra   | Tushar Dhar                |
| 8      | Ernst & Young    | Kratvi Seth                |

At the outset the Chief Engineer (WB) welcomed the representatives of short-listed Consultants, who remained present for the pre-bid meeting for the assignment "Consultancy Services for Road Sector Knowledge & Capacity Development: Centers of Excellence, Workshops & Advanced Seminars for Second Gujarat State Highway Project" (IDAP-3).

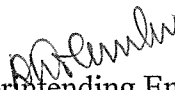
Till 15:30 hrs of 22/07/2015 above mentioned short-listed consultants submitted their queries.

Under the Chairmanship of Chief Engineer (WB) and in presence of Superintending Engineer (PIU) along with PMC GSHP-II, queries raised by Consultants are read aloud one by one and discussions happened sequentially.

The bidders were informed about background of overall IDAP component under GSHP-II to appraise them about importance of each IDAP package and also all four IDAP consultancies have to work in tandem for successful implementation of second generation institutional reforms.

The CE (WB) conveyed that final clarifications shall be issued after due consultation with the World Bank.

The meeting ended with a vote of thanks to the chair.

  
Superintending Engineer,  
Project Implementation Unit,  
Gandhinagar

# ADDENDUM-1

## Request For Proposal (RFP) for Consultancy Services for Road Sector Knowledge & Capacity Development: Centers of Excellence, Workshops & Advanced Seminars for Second Gujarat State Highway Project (GSHP-II) (IDAP-3)

| S. No. | Clause Reference                                                                  | Original Clause                                                                                                                                                                                                                    | Amended Clause                                                                                                                                                                                                                     |
|--------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | TOR, Appendix -1, Page 64, 8.<br>Senior Highways Engineer -<br>Bridges Specialist | Graduate qualifications in Civil Engineering with post- graduation specialization in Highway Engineering (HE) and additional specialisation in the Bridges field                                                                   | Graduate qualifications in Civil Engineering with post- graduation specialization in Structures/Bridge engineering                                                                                                                 |
| 2      | Para 10.1 of the Data Sheet                                                       | 2d Inner Envelope with the Financial Proposal :<br>(1) FIN-1<br>(2) FIN-2<br>(3) FIN-3<br>(4) FIN-4<br>(5) Statement of Undertaking                                                                                                | 2d Inner Envelope with the Financial Proposal :<br>(1) FIN-1<br>(2) FIN-2<br>(3) FIN-3<br>(4) FIN-4                                                                                                                                |
| 3      | Para 10.2 of the Data Sheet                                                       | Statement of Undertaking is required: Yes                                                                                                                                                                                          | Statement of Undertaking is required: Yes, the same is covered in Tech-1.                                                                                                                                                          |
| 4      | Para 17.7 & 17.9 of the Data Sheet                                                | The Proposals must be submitted no later than: Date: 13/08/2015<br>Time: 12:00 Hours (IST)                                                                                                                                         | The Proposals must be submitted no later than: Date: 22/09/2015<br>Time: 12:00 Hours (IST)                                                                                                                                         |
| 5      | Para 19.1 of the Data Sheet                                                       | The opening shall take place at:<br>Office of the Superintending Engineer, Project Implementation Unit,<br>Ground Floor, Nirman Bhavan, Sector 10/A, Gandhinagar. 382010<br>Gujarat<br>Date: 13/08/2015<br>Time: 12:30 Hours (IST) | The opening shall take place at:<br>Office of the Superintending Engineer, Project Implementation Unit,<br>Ground Floor, Nirman Bhavan, Sector 10/A, Gandhinagar. 382010<br>Gujarat<br>Date: 22/09/2015<br>Time: 12:30 Hours (IST) |

  
 Superintending Engineer,  
 Project Implementation Unit,  
 Gandhinagar

**Response to Written Queries of Bidders to the Request for Proposal (RFP)**  
**for Consultancy Services for Road Sector Knowledge & Capacity Development: Centers of Excellence, Workshops & Advanced Seminars for**  
**Second Gujarat State Highway Project (GSHP-II) (IDAP-3)**

| Sr. No. | Reference                                                                        | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Response                                                                |
|---------|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| 1.      | Section 2<br>(A. General Provisions)<br>Sub-Section 4.2 Page no. 10 of 106       | <p>In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-consultants, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.</p> <p><i>We request you to please modify the Clause as per below:</i></p> <p><i>In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-consultants, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank. <u>Such right to audit shall be restricted to physical files pertaining to the Services and such auditors shall not be competitors of the Consultant.</u></i></p> | <p>No change.</p> <p>The standard ITC conditions cannot be changed.</p> |
| 2.      | Section 2<br>(B. Preparation of Proposals) Sub-Section 14.1.1 Page no. 14 of 106 | <p><b>Lead Member of the Association</b></p> <p>If a short listed Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-short listed Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a short listed Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-short listed firms in the form of a joint venture or a sub-consultancy, the short listed Consultant shall be a lead member. If short listed</p>                                                                                                                                                                                                                                                                                                                                                                               |                                                                         |

| Sr. No. | Reference                                                                                     | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Response                                                                                                                                                                                                                                                              |
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|         |                                                                                               | <p>Consultants associate with each other, any of them can be a lead member.</p> <p><i>We understand there is no restriction on becoming Lead Member among members of shortlisted consultant.</i></p> <p><i>For example, while submitting the EoI of this project, EY LLP was projected as Lead member of the Association of EY LLP and SMEC (India). However, while submitting the RFP, SMEC (India) can become the Lead Member of the shortlisted Association of EY LLP and SMEC (India). Please confirm.</i></p> | <p>Data Sheet doesn't allow for any association at this stage.</p> <p>Composition of consortium (JV) as shortlisted shall only submit the responsive proposal.</p>                                                                                                    |
| 3.      | <p>Section 2</p> <p>(E. Data Sheet) Sub-Section 2.4 Page no. 23 of 106</p>                    | <p><u>Reference documents</u></p> <p>The client will endeavour to provide Road Statistics, BIG 2020, Organization Setup of R &amp; BD including ESC and GERI, Delegation of Power to the Engineers etc. relevant to assignment and any documents relevant to the assignment.</p> <p><i>In order to understand the scope of work and prepare a comprehensive proposal, we request you to kindly issue a copy of these documents to all the short listed bidders along with reply to pre-proposal queries.</i></p>   | <p>The information of public domain can be accessed through relevant government websites, like gidb.org, mbgujarat.org, gujaratindia.com. Some other information may please be accessed/discussed with SE-PIU office, with prior appointment on all working days.</p> |
| 4.      | <p>Section 2</p> <p>(E. Data Sheet) Sub-Section 10.1 &amp; 10.2</p> <p>Page no. 24 of 106</p> | <p><u>Statement of Undertaking</u></p> <p>Statement of Undertaking is required: Yes</p> <p><i>As per Clause 10.1 and 10.2 of the Data Sheet, Statement of Undertaking is required as part of Financial Proposal. However, in the Section 4 (Financial Proposal – Standard Forms) no Form/ template is provided for Statement of Undertaking.</i></p> <p><i>Request you to please clarify the Statement of Undertaking as part of Financial Form.</i></p>                                                           | <p>As part of Tech-1 required details are sought hence statement of undertaking gets covered. Please refer S.No. 2 &amp; 3 of Addendum-1.</p>                                                                                                                         |
| 5.      | <p>Section 2</p>                                                                              | <p><u>Price adjustment</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                       |

| Sr. No. | Reference                                                                                | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Response                                                                                                                                                       |
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|         | (E. Data Sheet) Sub-Section 16.2<br>Page no. 25 of 106                                   | <p>A price adjustment provision applies to remuneration rates: No</p> <p><i>In WB funded contracts, escalation is provided for projects with more than 18 months tenure and this project for 36 months. In general practice, employees get an annual increment and further in current market scenario, it would be very difficult to retain the key staff for the project for 36 months without any escalation. We request you to kindly consider an annual escalation of 10% on the remuneration rates as per the official index for salaries in the Client's country.</i></p>                                                          | <p>For this lump sum contract price adjustment is kept as not applicable.</p>                                                                                  |
| 6.      | <p>Section 2E. Data Sheet<br/>Sub-Section 17.7 &amp;<br/>17.9<br/>Page no. 25 of 106</p> | <p><u>Proposal Submission Deadline</u><br/>13-Aug-2015 12:00 Hrs.</p> <p><i>We would like to submit that the response to the RFP requires a detailed understanding of the project and includes a meticulous procedure for engaging various Key and Non-key Experts, compilation of all the relevant documents, assessment of existing Road sector policy and planning, assess the quantum of work required etc.</i></p> <p><i>In view of the above and in order to submit more informed bid, we request you to extend the date for the submission of the proposal by at least 3 weeks from the date of issue of pre-bid queries.</i></p> | <p>As per World Bank norms time for submissions shall be given as not less than fifteen days from issuance of such clarifications and addendum.</p>            |
| 7.      | <p>Section 2<br/>(E. Data Sheet) Sub-Section 21.1<br/>Page no. 26 of 106</p>             | <p><u>Key Personnel</u><br/>Position of PPP Expert and Procurement Expert</p> <p><i>In the present context in India, PPP model is one of the preferred modes of contracting for developing infrastructure assets including roads and highways. We feel that the proposed Knowledge and Capacity Development and Cent res of Excellence Program should also include focus on PPP contracting and different</i></p>                                                                                                                                                                                                                        | <p>IDAP/GAAP component of GSHP-II is articulated through various consultancy assignments. Specific needs of this assignment are already stipulated through</p> |

| Sr. No. | Reference                                                                         | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Response                                                                                                                                                                                                                                 |
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|         |                                                                                   | <p><i>modes of procurement of highway assets.</i></p> <p><i>As such, we request you consider inclusion of following positions in the list of Key Personnel:</i></p> <ol style="list-style-type: none"> <li><i>1. PPP Specialist (6 months input)</i></li> <li><i>2. Highway Procurement Specialist (6 months input)</i></li> </ol> <p><i>We sincerely believe inclusion of above positions shall enrich the Knowledge and Capacity Development Program</i></p>                                                      | the RFP.                                                                                                                                                                                                                                 |
| 8.      | <p>Section 2<br/>(E. Data Sheet) Sub-<br/>Section 21.1<br/>Page no. 26 of 106</p> | <p><u>General Qualification (general education, training and experience)</u></p> <p>Education : 10<br/>Overall Experience : 15<br/>Training : 5</p> <p><i>We request you consider removal of "training" from General Qualification criterion considering that most of the key personnel would have acquired skills from the on-job training. Suggested revised criterion could be as under:</i></p> <ol style="list-style-type: none"> <li><i>Education : 15</i></li> <li><i>Overall Experience : 15</i></li> </ol> | Stipulated criteria as per RFP remain unchanged.                                                                                                                                                                                         |
| 9.      | <p>Section 2<br/>(E. Data Sheet) Sub-<br/>Section 21.1<br/>Page no. 27 of 106</p> | <p><u>Adequacy for the Assignment Type &amp; Quality of projects completed : 15</u></p> <p>Size and no. of similar projects: 15 years of experience on similar projects : 20</p> <p><i>Please clarify the basis for assessing the "size" of the similar projects and years of experience on similar projects. Rather than going by the number of years of experience we request if only the first two criteria's are applied for evaluation</i></p>                                                                 | Size and number of similar projects means, institutional/capacity building assignments involving establishment of specialized units/centres and development of training/workshop plans for road agencies funded by multilateral agencies |

| Sr. No. | Reference                                                                          | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Response                                                                                                                                                                                        |
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|         |                                                                                    | <p>i. <i>Type &amp; Quality of projects completed : 25</i></p> <p>ii. <i>Size and no. of similar projects: 25</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>/Government organization.</p> <p>Stipulated criteria as per RFP remain unchanged.</p>                                                                                                        |
| 10.     | <p>Section 2</p> <p>(E. Data Sheet) Sub-Section 21.1</p> <p>Page no. 27 of 106</p> | <p><u>Years with firm</u></p> <p>Weight allocated to years with firm is 10%</p> <p><i>Considering size, complexity and requirement of multi-disciplinary expertise for the project, it may happen that the applicant may have to bring in individual industry experts for the project. In such a case, the weight for “years with firm” shall be detrimental to the eligibility and suitability of the expert. As such, we request you to remove this criterion.</i></p> <p><i>In such a case, the residual 10% weight may be distributed in general Qualification criterion.</i></p>                                                                                                                                                                                                          | <p>Stipulated criteria as per RFP remain unchanged.</p>                                                                                                                                         |
| 11.     | <p>Section 3</p> <p>FORM TECH-1</p> <p>Page no. 31 of 106</p>                      | <p><u>Nature of Association is sub-consultancy and NOT Joint Venture</u></p> <p>If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultant s: {Insert a list with full name and address of each Sub-consultant</p> <p><i>We understand that if the nature of Association among members of shortlisted consultant is “ sub-consultancy”, following documents are NOT required to be submitted along with the proposal:</i></p> <ul style="list-style-type: none"> <li><i>• Power of Attorney for the representative of the lead member to represent All association members</i></li> <li><i>• Power of attorney for the authorized representative of each members of the Association</i></li> </ul> | <p>Type of associations as per shortlist either JV or sub-consultant has to be the same. Responsive proposals are expected as per RFP and specifically Clause 17 of ITC and relevant forms.</p> |



| Sr. No. | Reference                                                                                                                               | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Response                                                                                                                                                                                  |
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|         |                                                                                                                                         | <ul style="list-style-type: none"> <li>A letter of intent or a copy of an existing agreement Please confirm.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                           |
| 12.     | Section 3<br>Technical Proposal – Standard Forms<br>Form TECH-2<br>Page no. 33 of 106                                                   | <p><u>A - Consultant 's Organization:</u><br/>Include organizational chart, a list of Board of Directors, and beneficial ownership.<br/><i>For Limited Liability Partnership firms and Private Ltd. Companies, Board of Directors may not be part of organizational structure and ownership details are confidential information.</i><br/><i>We request you consider modification of the provision as per below:</i></p> <p><u>A - Consultant 's Organization:</u><br/><i>Include nature of entity, organizational chart, list of offices in India, and other necessary information.</i></p>                                                                                                                                                                                                                                                                                                                                                                     | Responsive proposal to RFP stipulations is expected. No change acceptable in sought information.                                                                                          |
| 13.     | Section 4<br>Financial Proposal – Standard Forms<br>Appendix A, Sample Form and Model Form I) of FIN-3 Page no. 45 , 46, 47 & 48 of 106 | <ul style="list-style-type: none"> <li><u>Appendix A. Financial Negotiations - Breakdown of Remuneration Rates</u></li> <li><u>Sample Form - Consultant's Representations Regarding Costs and Charges</u></li> <li><u>Model Form I - Consultant's Representations Regarding Cost s and Charges</u></li> </ul> <p><i>This is a Lump Sum contract and Financial Proposal shall be total of all Remuneration and Reimbursable. Since individual's remuneration by its employer shall have no bearings on the total contract price and there could industry expert s fielded as Key Personnel who are not employed with any firm, we request you to please remove the requirement of submission of following documents as part of FIN-3:</i></p> <ul style="list-style-type: none"> <li><i>Appendix A. Financial Negotiations Breakdown of Remuneration Rates</i></li> <li><i>Sample Form - Consultant 's Representations Regarding Costs and Charges</i></li> </ul> | Model form I is required at proposal stage as it is part of draft contract. The basis of arriving at unit rates for contractual purposes in future this representation shall be utilised. |

| Sr. No. | Reference                                                               | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Response                                                                                                                                                                                                                                                                                                                                                                    |
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|         |                                                                         | <ul style="list-style-type: none"> <li>• <i>Model Form I - Consultant's Representations Regarding Costs and Charges</i></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                             |
| 14.     | Section 7<br>Terms of Reference<br>Sub-section 18<br>Page no. 58 of 106 | <p><b><u>Key Personnel Requirement</u></b></p> <p>The Consultant shall provide a team of suitably qualified and experienced 'key personnel' to undertake the assignment on (as far as practical) a 'multi-Tasking' basis, and shall also provide an appropriate complement of support staff.</p> <p><i>We understand that provisions of support staffs can be made after award of the contract on the basis of actual requirement and inclusion of support staffs at the proposal stage shall have no impact on the quality/merit of the proposal.</i></p> <p><i>Please clarify.</i></p> | <p>ToR to this respect and specific description about complement of support staff as per RFP stands confirmed. Responsive proposals shall undergo evaluation accordingly.</p>                                                                                                                                                                                               |
| 15.     | Section 7<br>Terms of Reference<br>Sub-section 21<br>Page no. 59 of 106 | <p><b><u>Workshops</u></b></p> <p>Various Workshops to be facilitated on R&amp;BD's behalf by the Consultant at important stages in each Task, expected to require at least one (1) Workshop per Task.</p> <p><i>We understand that all costs of conducting Workshops at various stages of the assignment shall be fully borne by the Client.</i></p> <p><i>Please clarify.</i></p>                                                                                                                                                                                                      | <p>Workshops are complete responsibility of consultants. RFP and scope of works are clear on consultants working and delivering of workshops accordingly. Responsive bid is expected. Although R&amp;BD-PIU will help out with respect to providing available facility at Engineering Staff College -ESC of GoG. However PIU cannot guarantee availability of the same.</p> |
| 16.     | Section 7<br>Terms of Reference<br>Sub-section 30<br>Page no. 61 of 106 | <p><b><u>Provision of space by the Client</u></b></p> <p>The Client may consider providing space for a modest-size 'liaison office' at PIU for the Consultant's periodic use when working closely with PIU and R&amp;BD management (e.g.) during mobilization and/or in particular Task stages.</p> <p><i>For operational ease, we request you to please confirm the provision for space for a</i></p>                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                             |

| Sr. No. | Reference                                                           | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Response                                          |
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|         |                                                                     | <i>modest-size 'liaison office' at PIU for the Consultant's periodic use.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | No liaison office will be provided by the client. |
| 17.     | Section 7<br>Terms of Reference<br>Appendix I<br>Page no. 62 of 106 | <p><u>Essential Experience of Domain Specialist (Professional Development) &amp; Deputy TL</u> Essential: Extensive experience and service in senior roles in Government / quasi-Government entities at state and/ or national levels in India, with involvement in Research and/ or (tertiary) Education/ HRD institutions.</p> <p><i>We feel that service experience in senior roles in Government/ quasi-Government entities shall severely limit the availability of suitable personnel. Hence, we request you to modify the requirement as follows:</i></p> <p><del>Essential: Extensive experience and service in senior roles in Government / quasi-Government entities at state and/ or national levels in India, with involvement in Research and/ or (tertiary) Education/ HRD institutions in Professional Development field.</del></p> | No change.                                        |
| 18.     | Section 7<br>Terms of Reference<br>Appendix I<br>Page no. 63 of 106 | <p><u>Essential Experience of Senior Training &amp; Human Resources Development (HRD) Planning Specialist</u></p> <p>Essential: Extensive experience in senior roles in HR Management and HR Development (including Training). Proven advisory, planning and operational skills in developing and establishing new organizations in both industry and public sector contexts.</p> <p><i>We feel that extensive experience in developing and operationalizing new business/ organizational divisions shall suffice and it may not be required to have experience in developing and establishing new organizations. Hence, we request you to modify the requirement as follows:</i></p> <p><del>Essential: Extensive experience in senior roles in HR Management and HR</del></p>                                                                    | No change                                         |

| Sr. No. | Reference                                                                                         | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Response                           |
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|         |                                                                                                   | <i>Development (including Training). Proven advisory, planning and operational skills in developing and establishing new organizational divisions/ functions in both industry and public sector contexts.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |
| 19.     | Section 7 Appendix I – Qualification and Experience required for Key Personnel Page no. 64 of 106 | <p><u>Minimum Qualification of Senior Highways Engineer – Bridge Specialist</u></p> <p>Graduate qualifications in Civil Engineering with post- graduation specialization in Highway Engineering (HE) and additional specialisation in the Bridges field.</p> <p><i>Bridge Engineering is a specialization of structural engineering. It is very difficult to have an expert with post -graduation in Highway Engineering working as a Bridge Specialist. Hence, we request the you to kindly make the minimum qualification requirement as under:</i></p> <p><i>Graduate qualifications in Civil Engineering with post-graduation specialization in Bridge/Structural Engineering and additional specialist ion on Bridges filed.</i></p>                                                                                                                       | Please refer S.No.1 of Addendum-1. |
| 20.     | Section 7 Appendix I – Qualification and Experience required for Key Personnel Page no. 64 of 106 | <p><u>Minimum Qualification of Monitoring, Evaluation &amp; Reporting Specialist</u></p> <p>Graduate qualifications in Management, Economics, Business &amp;/ or Engineering, with additional specialisation related to Monitoring &amp; Evaluation.</p> <p><i>We request you consider removal of “specialisation related to Monitoring &amp; Evaluation” from Minimum Qualification criterion considering that a) there is least chance of any reputed educational institute offering specialization in Monitoring &amp; Evaluation and b) the key personnel would have acquired required skills from on-job experience. Suggested revised minimum qualification is as follows:</i></p> <p><i>Graduate qualifications in Management, Economics, Business &amp;/ or Engineering, with additional specialisation related to Monitoring &amp; Evaluation.</i></p> | No change.                         |

| Sr. No. | Reference                                                               | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Response                                |
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| 21.     | Section 7<br>Terms of Reference<br>Appendix I<br>Page no. 65 of 106     | <p><u>Drafting Specialist</u></p> <p>Minimum years of professional experience: 15</p> <p><i>We feel that 10 years of professional experience shall suffice the requirement and request you to consider modification in the requirement of minimum years of professional experience.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | No change.                              |
| 22.     | Standard Form of Contract<br>I - Form of Contract<br>Page no. 73 of 106 | <p>(c) the Client has received [or has applied for] a loan [or credit or grant ] from the [insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)] : toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/ credit/ grant ] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii ) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement , including prohibitions of withdrawal from the [loan/ credit/ grant ] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/ financing/grant] agreement or have any claim to the [loan/ credit/grant] proceeds;</p> <p><i>We request you to please modify the Clause as per below:</i></p> <p><i>(c) the Client has received [or has applied for] a loan [ or credit or grant] from the [insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)] : toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/ credit/ grant ] to eligible payments under this Contract, it being understood that (i) payments by the Bank will</i></p> | No change in standard form of contract. |

| Sr. No. | Reference                                                                                                     | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Response                                       |
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|         |                                                                                                               | <p><del>be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/financing/grant] agreement or have any claim to the [loan/credit/grant] proceeds;</del></p> |                                                |
| 23.     | <p>Standard Form of Contract<br/>II - General Conditions of Contract Clause no. 19<br/>Page no. 83 of 106</p> | <p><u>19) e: Payment upon Termination</u><br/>(a) payment for Services satisfactorily performed prior to the effective date of termination; and<br/><i>We request you to please modify the Clause as per below:</i><br/><i>(a) payment for Services satisfactorily performed prior to the effective date of termination; and</i></p>                                                                                                                                                                                                                                                                                                                                                                                                            | <p>No change in standard form of contract.</p> |
| 24.     | <p>Standard Form of Contract<br/>II - General Conditions of Contract Clause no. 24<br/>Page no. 85 of 106</p> | <p><u>Insurance to be Taken out by the Consultant</u><br/>24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the cover age specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.</p>                                               |                                                |

| Sr. No. | Reference                                                                                                           | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Response                 |
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|         |                                                                                                                     | <p><i>We would like to clarify that, EY maintains professional indemnity insurance only. Such professional indemnity insurance cover for our professional business up to an appropriate level sufficient for the purposes of this engagement, and similar to that of the other large accountancy firms.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>No change in GCC.</p> |
| 25.     | <p>Standard Form of Contract</p> <p>II - General Conditions of Contract Clause no. 27</p> <p>Page no. 86 of 106</p> | <p><u>Proprietary Rights of the Client in Reports and Records</u></p> <p>27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/ or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p><i>We request you to please modify the Clause as per below:</i></p> <p><i>Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/ or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</i></p> | <p>No change in GCC.</p> |

| Sr. No. | Reference                                                                                                | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Response          |
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| 26.     | Standard Form of Contract<br>II - General Conditions of Contract Clause no. 28<br>Page no. 86 of 106     | <p><u>Equipment, Vehicles and Materials</u></p> <p>28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly....</p> <p><i>We request you to please modify the Clause as per below:</i></p> <p><i>Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly...</i></p> | No change in GCC. |
| 27.     | Standard Form of Contract<br>II - General Conditions of Contract Clause no. 32<br>Page no. 88 of 106     | <p><u>Assistance and Existence</u></p> <p>32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <p><i>We request you to please modify the Clause as per below:</i></p> <p><i>Unless otherwise specified in the SCC, the Client shall use its best efforts to:</i></p>                                                                                                                                                                                                                                                                                                                                 | No change in GCC. |
| 28.     | Standard Form of Contract<br>II - General Conditions of Contract Clause no. 41.2.2<br>Page no. 88 of 106 | <p><u>Mode of Billing and Payment</u></p> <p>41.2.2 <u>The Lump-Sum Installment Payment s.</u> The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> |                   |



| Sr. No. | Reference                                                                                                                      | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Response                 |
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|         |                                                                                                                                | <p><i>We request you to please modify the Clause as per below:</i></p> <p><i>The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60)-thirty (30) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client</i></p> <p><i>does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60)-thirty (30) days period failing which the deliverable(s) shall be deemed accepted for the purposes of payment. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>No change in GCC.</p> |
| 29.     | <p>Standard Form of Contract</p> <p>II - General Conditions of Contract</p> <p>Clause no. 41.2.2</p> <p>Page no. 88 of 106</p> | <p><b><u>Mode of Billing and Payment</u></b></p> <p><i>41.2.3 The Final Payment.</i> The final payment under this Clause shall be made only after the final report 1 have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Consultant, within such ninety (90 ) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report . The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made</p> <p><i>We request you to please modify the Clause as per below:</i></p> <p><i>The Final Payment. The final payment under this Clause shall be made only after the final report 1 have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the</i></p> | <p>No change in GCC.</p> |

| Sr. No. | Reference                                                                                                        | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Response  |
|---------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|         |                                                                                                                  | <p><i>Client. The last lump-sum installment shall be deemed approved for payment by the Client within <del>ninety (90)</del> forty five (45) calendar days after receipt of the final report by the Client unless the Client, within such <del>ninety (90)</del> forty five (45) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report . The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |           |
| 30.     | <p>Standard Form of Contract<br/>III - Special Conditions of Contract Clause no. 23.1<br/>Page no. 96 of 106</p> | <p><u>Limitation of the Consultant's Liability towards the Client</u></p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> <li>i. for any indirect or consequential loss or damage; and</li> <li>ii. for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</li> </ul> <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> <li>i. affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</li> </ul> <p><i>We request you to please modify the Clause as per below:</i></p> <p>(a) <i>Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant</i></p> | No change |

| Sr. No. | Reference                                                                                                               | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Response |
|---------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
|         |                                                                                                                         | <p><i>ant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</i></p> <ul style="list-style-type: none"> <li><i>i. for any indirect or consequential loss or damage; and</i></li> <li><i>ii. for any direct loss or damage that exceeds <del>insert a multiplier, e.g., one, two, three</del> times the total value of the Contract;</i></li> </ul> <p><i>(b) This limitation of liability shall not</i></p> <ul style="list-style-type: none"> <li><i>iii. affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</i></li> </ul>                                                                                                                                                                                                                                                     |          |
| 31.     | <p>Standard Form of Contract</p> <p>III - Specials Conditions of Contract Clause no. 24.1</p> <p>Page no. 97 of 106</p> | <p><b>Insurance Coverages</b></p> <p>The insurance cover age against the risks shall be as follows:</p> <ul style="list-style-type: none"> <li>a. Professional liability insurance, with a minimum coverage of two times of contract price</li> <li>b. Third party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988 .</li> <li>c. (Third Party liability insurance, with a minimum coverage of Rs.40 lacs (Rupees Forty Lacs.) (After each occurrence the Consultant shall repay premium necessary to make insurance valid for this amount always);</li> <li>d. employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life,</li> </ul> |          |

| Sr. No. | Reference                                                                                                               | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Response          |
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|         |                                                                                                                         | <p>health, accident, travel or other insurance as may be appropriate; and</p> <p>e. insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract , (ii) the Consultant 's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> <p><i>We would like to clarify that, EY maintains professional indemnity insurance only. Such professional indemnity insurance cover for our professional business up to an appropriate level sufficient for the purposes of this engagement, and similar to that of the other large accountancy firms.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>No change.</p> |
| 32.     | <p>Standard Form of Contract</p> <p>III - Specials Conditions of Contract Clause no. 45.1</p> <p>Page no. 99 of 106</p> | <p><u>Disputes shall be settled by arbitration in accordance with the following provisions:</u></p> <p>1. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30 ) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by The Chairman of Executive Committee of Indian Roads Congress .</p> <p><i>We request you to please modify the Clause as per below:</i></p> <p><i>Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been</i></p> | <p>No change.</p> |

| Sr. No. | Reference                                                                                                 | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Response                                                    |
|---------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
|         |                                                                                                           | <i>appointed, the third arbitrator shall, at the request of either Party, be appointed by The Chairman of Executive Committee of Indian Roads Congress as per the rules of the Indian Council of Arbitration.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                             |
| 33.     | Standard Form of Contract<br>III - Specials Conditions of Contract Clause no. 45.1<br>Page no. 101 of 106 | <u>Miscellaneous. In any arbitration proceeding hereunder:</u><br>(a) proceedings shall, unless otherwise agreed by the Parties, be held in ____.<br><i>We request you to please modify the Clause as per below:</i><br><i>proceedings shall, unless otherwise agreed by the Parties, be held in New Delhi, India.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | No change                                                   |
| 34.     | New Clause in Standard Form of Contract                                                                   | <i>We request you to please include following new clause in the Standard Form of Contract.</i><br><i>Confidentiality: Except as otherwise permitted by this Contract, neither of the parties may disclose to third parties the contents of this Contract or any information/ report/ advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/ or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is required for implementation of the purposes of this RFP; (b) is or becomes public other than through a breach of this Contract, (c) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (d) was known to the receiving party at the time of disclosure or is thereafter created independently, (e) is disclosed as necessary to enforce the receiving party's rights under this Contract, or (f) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Contract.</i> | No modification in Standard Form of Contract is acceptable. |

| Sr. No. | Reference                                                                                                                                                             | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Response                                                    |
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| 35.     | New Clause in Standard Form of Contract                                                                                                                               | <p><i>We request you to please include following new clause in the Standard Form of Contract.</i></p> <p><i>Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Contract ("Reports"), other than The Client Information, are for the Client 's internal use only (consistent with the purpose of the particular Services) including the Client's board of directors, its audit committee, or its statutory auditors. The Client may not rely on any draft Report and EY shall not be required to update its Final Report.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | No modification in Standard Form of Contract is acceptable. |
| 36.     | <p>New Clause in Standard Form of Contract</p> <p><b>Section 7</b></p> <p><b>Terms of Reference</b></p> <p><b>Sub-section 18</b></p> <p><b>Page no. 58 of 106</b></p> | <p><i>We request you to please include following new clause in the Standard Form of Contract.</i></p> <p><i>The Consultant shall continue to retain all pre-existing intellectual property rights in all software, designs, utilities, tools, models, systems and other methodologies and know-how that the Consultant already owns or licenses ("Consultant Materials"), including improvements to such Consultant Materials or knowledge developed while performing the Services.</i></p> <p><u><b>Key Personnel Requirement</b></u></p> <p>The Consultant shall provide a team of suitably qualified and experienced 'key personnel' to undertake the assignment on (as far as practical) a 'multi-Tasking' basis, and shall also provide an appropriate complement of support staff. The expected 'key personnel' are shown in the Table below with a non-binding estimate of the likely person-months' input in each case. Overall, it is anticipated that approximately 118 person-months of 'key personnel' inputs are required over the 36 months' period of the assignment. However, these estimates of 'key personnel' inputs are only indicative and interested consultants shall make their own estimations in this regard in their proposals.</p> | No modification in Standard Form of Contract is acceptable. |

| Sr. No. | Reference                                                                                                             | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Response                                                                                                                                                                                                                                                                                             |
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|         |                                                                                                                       | <p><i>We understand that person-months Input of Key Personnel as provided in the RFP document are indicative only and there could variations in deployment duration, depending on a) work plan submitted by the Consultant and b) actual requirement.</i></p> <p><i>Also, we understand that key personnel are not required to be deployed on-site (in Ahmedabad) for entire period of their deployments and on-site deployment would be based on actual requirement which would be decided in consultation with the Client during the course of the execution.</i></p> <p><i>Please confirm.</i></p>                                                                                                                                             | <p>Provisions as per point no. 13 &amp; 16 of TOR are very clear to this respect.</p> <p>Key personnel's indicative person months are provided through RFP. Deployment is expected on-site, bidder may have his own assessment and accordingly submission of responsive proposal should be done.</p> |
| 37.     | Section 2: Instruction to Consultants and Data Sheet Clause 21.1 (Page 26)                                            | <p>Point system for evaluation of the Technical proposal mentions 3 criteria:</p> <ol style="list-style-type: none"> <li>1. Adequacy and quality of the proposed methodology, and work plan in responding to the terms of reference – 20</li> <li>2. Key experts' qualifications and competence for the Assignment – 70</li> <li>3. Transfer of knowledge (training) program (relevance of approach and methodology – 10)</li> </ol> <p><i>Please highlight the difference between criteria 1 and 3, since both of them pertain to approach and methodology. Please clarify whether the methodology for knowledge transfer should be covered as a part of the Technical Approach &amp; Methodology or we need to provide this separately.</i></p> | <p>It is advised that while framing responsive proposal bidders may impress upon approach and method for transfer of knowledge program separately along with overall approach, method and work plan.</p>                                                                                             |
| 38.     | Section 3: Technical Proposal – Standard Forms – Form TECH-2 (B – Consultant's Organization and Experience) (Page 33) | <p>“The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.”</p> <p><i>We understand that the consultant is not required to submit copies of relevant documents and reference for the claimed experience as part of Technical Proposal. Please confirm our understanding.</i></p>                                                                                                                                                                                                                                                                                                                                                       | <p>While RFP is clear on this, it is clarified that such support documents and references may have to be given any time during evaluation of proposals if so requested by the client.</p>                                                                                                            |
| 39.     | Section 2 – Instruction to Consultants and                                                                            | <p><i>We understand that FIN-3 is not required in case of Quality &amp; Cost Based Selection Method. Please confirm our understanding.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>Please refer to response at Sr. No. 13 of this document.</p>                                                                                                                                                                                                                                      |

| Sr. No. | Reference                                                                                                                                   | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Response                                                                                                                      |
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|         | Data Sheet, B. Preparation of proposals, clause 10.1 (Page 24), and; Section 4 - Financial Proposal – Standard Forms – Form FIN-3 (Page 40) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                               |
| 40.     | Page 15 of RFP, Section 2. Instructions to Consultants and Data Sheet, Clause 16.2<br>Page 25 of Data Sheet, Clause 16.2                    | <p>“For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.”</p> <p><i>As per MORTH’s letter No. RW-NH-35071/2/2013-S&amp;R (B) dated 26<sup>th</sup> Feb. 2014, escalation @5% per year will henceforth be provided in the consultancy contracts covering all items of the contract (including vehicle hire, office rent, consumables, furniture etc.). The consultant requests for provision of escalation accordingly.</i></p> <p><i>The content and format for the undertaking may please be provided.</i></p> | <p>Please refer to response at Sr. No. 5 of this document.</p> <p>Please refer to response at Sr. No. 4 of this document.</p> |
| 41.     | Page 24 of RFP, Data Sheet Clause 10.1(2d) (5) - Statement of Undertaking.                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                               |
| 42.     | Page 62 of RFP, Appendix-1, Qualification and Experience Requirements for Key Personnel                                                     | <p>Position 3, Management and Business Administration Specialist</p> <p>Highly desirable: Previous experience in the design and launch of Center(s) of Excellence or similar. Proven capacity for innovation in similar assignments.</p> <p><i>Experience in design and launch of Center(s) of excellence is very specific and there is very limited availability of professionals with such experience. We request that experience in setting up of dedicated cell/ unit or a new entity to carry out specific functions may also be considered as relevant. Please confirm.</i></p>                                                          | No Change.                                                                                                                    |



| Sr. No. | Reference                                                                                | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Response                      |
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| 43.     | Page 63 of RFP, Appendix-1, and Qualification Experience Requirements for Key Personnel, | Position 7, Senior Highways Engineer - Construction Specialist<br>Minimum qualifications "Graduate qualifications in Civil Engineering with post-graduation specialization in Highway Engineering (HE)"<br><i>We request to amend criteria for the minimum qualification as , "Graduate qualifications in Civil Engineering with post- graduation specialization in Highway Engineering / Transport Engineering / Construction Management"</i>                                                                                                                                                                                               | No Change.                    |
| 44.     | Page 64 of RFP, Appendix-1, and Qualification Experience Requirements for Key Personnel  | Position 8, Senior Highways Engineer - Bridges Specialist, Minimum qualifications, "Graduate qualifications in Civil Engineering with post- graduation specialization in Highway Engineering (HE) and additional specialization in the Bridges field"<br><i>A Bridge Specialist is a highly technical job and the incumbent must have an extensive experience of computer aided analysis using STAD- Pro, MS Excel Standard and other relevant software. We request to amend the criteria for the minimum qualification as, "Graduate qualifications in Civil Engineering with post-graduation specialization in Structural Engineering"</i> | Please refer S.No. 19 herein. |
| 45.     | Page 64 of RFP, Appendix-1, and Qualification Experience Requirements for Key Personnel  | Position 9, Senior Highways Engineer - Design Specialist , Minimum qualifications, "Graduate qualifications in Civil Engineering with post- graduation specialization in Highway Engineering (HE) and additional specialization in the Design field"<br><i>We request to amend criteria for the minimum qualification as, "Graduate qualification in Civil Engineering with post- graduation specialization in Highway Engineering / Transport Engineering"</i>                                                                                                                                                                              | No Change.                    |
| 46.     | Page 64 of RFP, Appendix-1, and Qualification Experience Requirements for Key Personnel  | Position 11, Communication (Media/ Web/ Intranet) Specialist<br>Highly Desirable: Previous experience of the public and private sector elements of India's roads sector and their contemporary challenges.<br><i>We request to amend the criteria for highly desirable experience as:</i>                                                                                                                                                                                                                                                                                                                                                    | No Change.                    |

| Sr. No. | Reference                                                                                                                              | Query                                                                                                                                                                                                                                                                                                                                                                                                                                   | Response                                                     |
|---------|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
|         |                                                                                                                                        | <i>"Previous experience of public outreach for public or private sector projects in India."</i>                                                                                                                                                                                                                                                                                                                                         |                                                              |
| 47.     | Page 62-65 of RFP, Appendix-1, and Qualification Experience Requirements for Key Personnel                                             | Position 1, 6, 7, 8 & 9, Minimum qualifications as given in RFP.<br><i>For all these positions, the minimum qualification pertains to post graduation in respective fields. In order to broaden the scope and economics bidding cost, it is suggested that the desired qualification may be split into essential qualification and preferential qualification which is a normal practice for NHAI/ MoRTH projects.</i>                  | No Change.                                                   |
| 48.     | Page 60 of RFP, Section 7- Terms of Reference, Clause 21                                                                               | Periodic Deliverables & Milestones, Table of All Expected Deliverables & Milestones, "Workshops (including Presentations / Notes / Materials): estimate = four (4) workshops"<br><i>We understand that consultant shall not bear any expenditure on account of workshops regarding lodging and boarding and other expenditures. We have presumed that there are no financial implications on this account. Please confirm the same.</i> | Please refer to response at Sr. No. 15 of this document.     |
| 49.     | Page 10 of RFP, Section 2 – Instruction to Consultants and Data Sheet, A. General Provisions, clause (3) (c):Conflicting relationships | <i>We request that this clause be restricted only to the engagement team members, and not be applicable for all employees of the consultant firm.</i>                                                                                                                                                                                                                                                                                   | No change.<br>The standard ITC conditions cannot be changed. |
| 50.     | Page 96 of RFP, Section III – Special Conditions of Contract, Clause 23.1                                                              | <i>We understand that the Consultant's liability towards the client for any direct loss or damage shall be limited to the total value of the contract. Accordingly, it is requested to insert a multiplier of one in this Clause.</i>                                                                                                                                                                                                   | No change. Multiplier two will remain.                       |

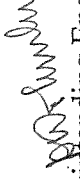
| Sr. No. | Reference                                                               | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Response                                              |
|---------|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 51.     | Page No 64- and Qualification Experience Requirements for Key Personnel | <p>8. Senior Highways Engineer - Bridges Specialist<br/>Minimum qualifications<br/>Graduate qualifications in Civil Engineering with post- graduation specialization in Highway Engineering (HE) and additional specialization in the Bridges field.</p> <p><i>We suggest that post-graduation in structural engineering should be required for this position rather than highway engineering as bridge design mostly done by structural engineers only.</i></p> <p><i>Further, a post graduate degree is in itself a specialization. Hence additional specialization should not be asked for.</i></p> <p>Specific Required Expertise<br/>Essential: Extensive international-standard experience and skills in road infrastructure planning and design for major road networks.</p> <p><i>Similar experience has also been asked from</i><br/><i>6. Senior Highways Engineer - Network Management Specialist.</i><br/><i>We suggest that similar experience of bridges only should be asked from Bridges specialist rather than experience of both road infrastructure planning and design for major road network as well as bridges.</i><br/><i>We request PIU to look into this matter and modify the requirement accordingly.</i></p> | <p>Please refer S.No.19 herein.</p> <p>No Change.</p> |
| 52.     | Page No 64- and Qualification Experience Requirements for Key Personnel | <p>9. Senior Highways Engineer - Design Specialist<br/>Minimum qualifications<br/>Graduate qualifications in Civil Engineering with post- graduation specialization in Highway Engineering (HE) and additional specialization in the Design field.</p> <p><i>Post graduate degree in Highway engineering is in itself a specialization. Hence, additional specialization in design field is neither relevant nor required.</i><br/><i>We request PIU to look into this matter and modify the requirement accordingly.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | No Change.                                            |
| 53.     | SCC-Page 96/97<br>Clause 23.1 Limitation                                | (a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |

| Sr. No. | Reference                                    | Query                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Response      |
|---------|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
|         | of Consultant's liability towards the client | <p>carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage;</p> <p>and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>Professional Liability Consultant - with a minimum coverage of two times of contract price</p> <p><i>The established practice is to cap the consultant's liability equal to the total contract price of consulting assignment.</i></p> <p><i>Further, the coverage of Professional Liability Insurance should be equal to the contract price of consultancy assignment.</i></p> <p><i>We request PIU to look into this matter and modify the clause accordingly.</i></p> | No Change.    |
| 54.     | Page 24, Clause 14.1.1                       | <p>Shortlisted Consultants may associate with:</p> <p>(a) non-shortlisted consultant(s) : No or</p> <p>(b) other shortlisted Consultants : No</p> <p><i>Request you to allow association with non - shortlisted consultant</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Not accepted. |
| 55.     | Page 27, Clause 21.1                         | <p>3. Years with the firm</p> <p><i>Most of the professional required for the assignment requires specific experiences in a particular field. It is difficult for a firm to have these position in house.</i></p> <p><i>Request you to kindly consider this for revision.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | No change.    |

| Sr. No. | Reference            | Query                                                                                                                                                                                                                                                                                                                                                                                                                                             | Response                                                                                                                                    |
|---------|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 56.     | Page 27, Clause 21.1 | 3. Years with the firm<br><i>If the request at S No. 2 (Sr.No. 55 of this document) is not considered by the Authority, please specify the minimum no. of years required for a "professional to be with the firm" to fetch full marks.</i>                                                                                                                                                                                                        | Professionals with at least medium term association with firm are expected.                                                                 |
| 57.     | Page 27, Clause 21.1 | 4. Experience in similar projects in similar regions.<br><i>Kindly specify what you mean by similar region here. Is it Gujarat or India?</i>                                                                                                                                                                                                                                                                                                      | Similar region means Gujarat including its adjoining states of Rajasthan, Madhya Pradesh and Maharashtra.                                   |
| 58.     | Page 27              | 2) Adequacy for the Assignment:<br>i. Type & Quality of projects completed : 15<br>ii. Size and no. of similar projects : 15<br>iii. Years of experience on similar projects : 20<br><i>What do you understand by type and quality of projects completed? What is the basis of assessing marks on based on type and quality? Kindly elaborate.</i><br><i>Please detail the basis of the breakup of marks on size and no. of similar projects.</i> | Please refer to response at Sr. No. 9 of this document.                                                                                     |
| 59.     | Page 54, TOR Task 1  | <i>Is there any shortlisting of the subjects that are to be studied as part of the Task 1 or the subjects are open as of now and shall be selected only after selection of the Consultants?</i>                                                                                                                                                                                                                                                   | Although TOR is clear, the consultants are required to follow scope of work as stipulated and in close consultation with PIU/R&BD.          |
| 60.     | Page 54, TOR Task 1  | <i>Has a tentative list of no. of institutions to be assessed as per point (d) of Task 1 prepared?</i><br><i>If so, please share the same.</i>                                                                                                                                                                                                                                                                                                    | No tentative list is shared but the consultants are required to follow scope of work as stipulated and in close consultation with PIU/R&BD. |
| 61.     | Page 55, TOR Task 2  | <i>NB suggests that the task may only be affirmative decisions by R&amp;BD.</i>                                                                                                                                                                                                                                                                                                                                                                   | This need to be seen in totality. R&BD will                                                                                                 |

| Sr. No. | Reference              | Query                                                                                                                                                                                                                           | Response                                                                                                                               |
|---------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
|         |                        | <i>Is it possible that the assignment may be dropped after completion of Task 1?</i>                                                                                                                                            | endeavour towards accomplishment of objectives. Although dependability and implement-ability of tasks shall go as per RFP stipulation. |
| 62.     | Page 55, TOR Task 2(a) | <i>We understand that the expert to be empaneled as part of point (a) are individuals. However, we suggest that tie ups can also be made with international institutions to deliver requisite modules.</i>                      | Although TOR is clear, the consultants are required to follow scope of work as stipulated and in close consultation with PTU/R&BD.     |
| 63.     | Page 63                | 4.Senior Training & Human Resources Development (HRD) Planning Specialist<br><i>Please relook at the additional education qualifications. We suggest additional specialization in "HR"</i>                                      | No change.                                                                                                                             |
| 64.     | Page 63                | 5. Financial Management Specialist<br><i>Please relook at the additional education qualifications. We suggest removal of "CPA".</i><br><i>What is the meaning of "comparable assignment"? Please clarify.</i>                   | No change.<br>Comparable assignment means similar institutional assignments.                                                           |
| 65.     | Page 64                | 8.Senior Highways Engineer- Bridges Specialist<br><i>Please relook at the post graduate qualifications requirement.</i><br><i>We suggest that Post Graduate Qualification in Structures / Bridges be allowed.</i>               | Please refer S.No.19 herein.                                                                                                           |
| 66.     | Page 64                | 9.Senior Highways Engineer- Design Specialist<br><i>Please relook at the "additional specialization in design field".</i><br><i>We suggest that experience of designing may be allowed rather than specific specialization.</i> | No Change.                                                                                                                             |

| Sr.<br>No. | Reference                      | Query                                                                                                                                                                                                                                                                               | Response                                                |
|------------|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| 67.        | Page 25, Clause 17.7<br>& 17.9 | <p><i>The Proposals must be submitted no later than: Date: 13/08/2015</i></p> <p><i>For high quality submission of RFP time given is too short. We would request you to kindly extend the date of submission by two weeks i.e. 27 August 2015. Please consider and confirm.</i></p> | Please refer to response at Sr. No. 6 of this document. |

  
 Superintending Engineer,  
 Project Implementation Unit,  
 Gandhinagar