	Response to Written Queries of Bidders to the Request For Proposal(RFP) for the OPRC Engineer for Second Gujarat State Highway Project (GSHP-II)			
Sr. No.	Clause No.	Query	Draft Response	
1	Clause 10.2 of Data Sheet on page 23	Statement of Undertaking is required: You are requested to kindly provide us the format for statement of undertaking, as the same is not available in RFP.	There is no need for a separate form as this is covered under form Tech 1 under point e. Please refer Sr. No. 1 of Addendum	
2	Clause 21.1 of Data Sheet on page no. 25	Point System for the evaluation of the Technical proposal: 1. Adequacy and quality of the proposed methodology and wok plan in responding to the ToR -20 marks 2. Key experts qualifications and competence for the assignment – 70 marks 3. Transfer of knowledge program – 10 marks We would like to mention that the marks pertaining to the Firms' experience are not mentioned in the Data Sheet., Kindly confirm that the firms experience is going to be evaluated at the time of evaluation of the proposal. Request to Kindly specify the marks.	RFP stipulated criteria prevails. All shortlisted firms (after due evaluations) have been issued this RFP.	
3	Task A 6 on page 58 Task A 14 on page 62	Industry Consultation Workshop The Consultant shall support the PIU to conduct 1 workshop with representatives from the industry (contractors) to outline the draft contract strategy and gain feedback from them before producing the final report and submitting it to the PIU. In this regard, the Consultants' presume that all expenses for organizing workshops like Venue, Audio-Video system, Tea/Snacks and Lunch for participants, travel fare for participants, etc. all shall be borne by the Client and the Consultants shall not cater for any provision for organizing these workshops in their financial proposal. Kindly confirm if our understanding is correct. Pre-bid workshop The consultant shall support the Government in the organization and execution of one-day pre-bid workshops for prequalified contractors (one workshop per contract), which may include field visits to the roads included in the OPRC contracts. In case, the Consultants' need to cater for the afore-mentioned expenses, we would request you to please stipulate provisional sums for the Workshop. This is suggested to keep similarity in bids. Please clarify.	Training, Workshops etc are complete responsibility of Consultants. RFP and scope of works are clear on this point. Responsive bid is expected from the bidders.	
4	Task A 16 on Page 63	Training • Training of 10 project staff (PIU & R&BD field staff), to ensure they understand their new role. • Training of 4 senior PIU/R&BD staff in the principles of OPRC and on specific matters that arise during the contract. As per the TOR, the Consultant is expected to conduct training sessions. In this regard, since it is difficult to assess the cost incurred for conducting these training sessions, it is recommended that a provisional sum may please be provided, so that all consultants are at par in their assessment for the Financial Proposal to meet this requirement. Further, in case the provisional sum may not be provided, you are requested to indicate the number of training sessions to be conducted and the number of participants as this will have financial implications. Any further details affecting the financial may also please be stipulated.	Training, Workshops etc are complete responsibility of Consultants. RFP and scope of works are clear on this point. Responsive bid is expected from the bidders.	

Sr. No.	Clause No.	Query	Draft Response
5	Point no.37 (xiii) on page 65	Reporting Inception Report The consultants shall submit a number of reports such as Inception Report, Interim Report etc. The Client has not indicated the number of each report to be submitted. Reporting Inception Report The consultants shall submit a number of reports such as Inception Report, Interim Report etc. The Client has not indicated the number of each report to be submitted. The Consultant requests that no. of copies of each report may please be provided to keep the uniformity of financial bids received from all consultants.	Please refer Sr. No. 2 of Addendum
6	Clause no.14.1 of SCC on page 144	Duration of the Contract It is mentioned that the Contract duration shall be 48 months. Since as per Clause No.3 of TOR, the total duration of Contract is 48 months i.e. 18 months for Part-A and 30 months for Part-B, the Client is requested to correct the duration for Part-B from 48 months to 30 months.	Please refer Sr. No. 3 of Addendum
7	Clause no.24.1 of SCC on page 103 &146	Professional Liability Insurance Part-A & Part-B Part-A, the Consultant shall submit Professional Liability Insurance, with a minimum coverage of two (2) times of the Contract amount. Part-B, the Consultant shall submit Professional Liability Insurance, with a minimum coverage of three (3) times of the Contract amount. In this regard, it is submitted that for all projects funded by financial institutions such as World Bank, ADB, AfDB etc., the Consultants are required to take PLI cover equivalent to consultancy contract amount. In view of the above, the client may kindly modify this clause by stating that the consultant shall take PLI cover equivalent to Consultancy Contract amount and NOT two or three times the value of the Consultancy Contract amount.	RFP stipulation prevails.
8	Clause No.35.1 (a) through (g) of SCC on page 147	Part-B: It is stated that the Clause No.35.1 (a) through (g) should be deleted. The Client is requested that the contents of the Clause 35.1 (a) through (g) of GCC may please be retained in the interest of the assignment.	Please refer Sr. No. 4 of Addendum
9	Clause No.44.2 of GCC on page 97	Part-A: If either Party fails to respond within fourteen (14) days, or the dispute cannot be amicable settled within fourteen (14) days following the response of that Party Clause GCC 49.1 shall apply. Since the referred Clause 49.1 does not exist, it is felt that the stated Clause no. GCC 49.1 should be GCC 45.1. The Client is requested to modify this Clause.	Please refer Sr. No. 5 of Addendum
10	Clause No.41.2.1 of SCC on page 105	Advance payment for Part-A Part-A Contract, there will be no advance payment. Since the Contract is in two parts, i.e. Part-A and Part-B, the Client is giving 5% advance payment of the total Contract amount for Part-B but there is no advance payment for Part-A. In this regard, Client is requested to kindly provide interest free advance payment @ 5% of the Contract amount for Part-A also.	RFP stipulation prevails.
11	Additional Point	Support Staff Based on Consultancy services outlined in ToR, the Consultants feel that there will be a requirement of other technical experts for successful implementation of the project (Experts in the field of Social, Environmental, Land acquisition, Hydrology, QS, CAD, Material Testing, and Geotechnical). Therefore, it is requested that you may please stipulate the support staff man-months for similarity in bids.	Please refer Sr. No. 6 of Addendum

Sr. No.	Clause No.	Query	Draft Response
12	Appendix- D & E : Form of Advance Payments Guarantee, page 111-112 & 156-157 Part-A & Part-B	Bank Guarantee Format Inclusion of additional lines in the Bank Guarantee Format as per International Banking Guidelines The Consultants would like to bring to your kind notice that the International Banking Guidelines and Procedures have been modified lately. Obtaining the Bank Guarantees in the present formats is a very tedious process and the banks do not accept the current format or suggest modifications in the same. Considering the same, we would request you to kindly consider inclusion of below paragraphs in the Bank Guarantee Format. These paragraphs are as per the guidelines in line with the new International Banking Guidelines. We confirm that the inclusion is not an additional condition imposed by the Bank but merely a reiteration of condition already included in the format of the Bank Guarantee as per the Contract Agreement and is not prejudicial to the interest of the beneficiary and does not affect, curtail or limits the rights and the obligation of the issuer bank. "Notwithstanding anything contained herein: 1. Our liability under this guarantee shall not exceed (in words); 2. This Bank Guarantee shall be valid up to 3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee, if you serve upon us a written claim or demand on or before A proposed format for the bank guarantee is enclosed for your ready reference.	Not acceptable.
13	Background on page 55	Out of this, about 110 Km of Road (4 Road Corridors) has been identified for inclusion in the OPRC mode of execution. As per Attachment-I on page 72, the details of only 3 Project Corridors are mentioned. You are kindly requested to provide the details for the 4th Corridor	Attachment-1 stands confirmed. Background correction is amended. Pl Refer Sr. No. 7 of Addendum
14	Additional Point	Survey & Investigations ToR does not specify any survey and investigation required for the consultancy services (Traffic Survey, Topography Survey, Geotechnical, Material and Pavement investigation and etc. including Social and Environmental Assessment). This may kindly be specified as this would help all Consultants to include the same in the financials.	Bidder is responsible for complete scope of services. Accordingly proposal needs to be submitted as per RFP. Bidders are open to asseess and add technical and financial effects as per submission forms.
15	Part A: Task A 5 point no.10 on page 57	Drainage Works and Bridge Structure maintenance During Field visit to get firsthand information of the project alignment, Consultant observed substantial number of Cross Drainage Structures including Major and Minor Bridges and also Railway Crossings. In order to prepare DPR report as outlined in ToR following is requested, A) The ToR issued also mentions about preparing Management and maintenance of Bridges including preparation of DPR. It is requested that Bridge / Structural / Hydrology Expert with 4 man months may be allowed in Key Professionals. B) Also consultant would assess requirement of new bridges in DPR Study including requirement of RoB/RuB Structures over Railway Crossing and Grade separated structures to improve safety and would warrant Geotechnical Investigation. Since it is difficult to assess the requirement of sub-soil investigations for bridges/ structures (VUP, Interchange, PUP and etc.), it is recommended that a provisional sum may please be provided for the sub-soil investigations for all packages, so that all consultants are at par in their assessment for the financial proposal to meet this requirement. Further, in case the provisional sums may not be provided, you are requested to at least provide the quantities for soft rock and hard rock as all the package roads cannot be visited during the short period.	Bidder has to assess the requirements in line with the scope of works and accordingly responsive proposal is expected.

Sr. No.	Clause No.	Query	Draft Response
16	Part A: Task A 3 and Task A 7 (Viii) on page 56 & 57 and page 59	To adequately address the environmental and social impacts of the project, the PIU has prepared a Resettlement and Rehabilitation Policy (R&R Policy) and Environmental Management Plans (EMP) and Resettlement Action Plan (RAP). You are kindly requested to confirm that while preparing the proposal no further Environmental clearance and Social impact assessment including land acquisition has to be done by the Consultant.	As per new design assessments whatever clearance, acquisition is warranted will be the responsibility of the Consultant. Such proposals where required will be prepared as per respective authorities rules and procedures; complete in all respet by the Consultant in Employers name. Assistance in follow up will be extended by The Employer. Only required fees/compensation to respective authority shall be borne by The Employer.
17	Part A: Task A 10, Point 23 & 24 on page 61	Point 23: The Consultant should follow the "Manual for Safety in Road Design" prepared by MoRTH and international best practice while carrying out the Conceptual design. The consultant would also include proposed improvement to the existing accident black spot along the corridors in the proposed design. Point 24: The Cost Estimate will provide for the planned activities within the ROW for the road in the period of @ 10 years. Improvement of existing black spot. The mitigation measure of improving such may have small realignment to improve sight distance or may also involve provision of Grade separated structures or improved Intersection design which may go beyond existing ROW. Request to clarify if in such case consultant will be responsible for preparation of land acquisition and also approvals for the same. As stated in Section-7 - Terms of Reference, and A 7 (Viii), page 59, no Land Acquisition Details required.	As per new design assessments whatever clearance, acquisition is warranted will be the responsibility of the Consultant. Such proposals where required will be prepared as per respective authorities rules and procedures; complete in all respet by the Consultant in Employers name. Assistance in follow up will be extended by The Employer. Only required fees/compensation to respective authority shall be borne by The Employer.
18	Part A: Task A 15 on page 63	Tender process and Evaluation of Tenders Up to Three Workshop may be required, each of half day duration, for all interested bidders. Please clarify who will bear the cost of such workshop and if consultant needs to include the cost number of participants from Client and Contractors need to be clarified.	Training, Workshops etc are complete responsibility of Consultants. RFP and scope of works are clear on this point. Responsive bid is expected from the bidders.
19	Task A 10 Point 24 on page 61	The conceptual design will include all required technical specification for the planned activities in the design period. The consultant shall also propose measures and action plans to how to safeguard the ROW of the road including the pilot roads. Request to Clarify if engineering design drawings for the proposed roads in RFP including plan and profile required and also any requirement of topography survey for the same as the cost towards the same can be accounted in Financial. Also availability of records & its format of existing ROW details with the department to be confirmed.	Scope of work is clear. ROW details will be provided appropriately.
20	Team Composition, Point 42 on page 68	The team shall operate from a home office established at Gandhinagar / Ahmedabad Please confirm if an office is to be maintained for entire duration of consultancy of 48 months.	Yes, office is required for entire duration as per RFP.

Sr. No.	Clause No.	Query	Draft Response
21	As per Data Sheet, Clause 2.4, Page 22&23	"The Client has got prepared DPR for W&S of Dhandhuka-Dholera and DPR for Strengthening only for Dhandhuka-Paliyad road sections. These DPRs include design reports, drawing volume, cost-estimates and enviro-social safeguard documents. All available reports for these two road sections along with in-house data available (it is to be noted that DPRs are not prepared like other two sections) at R&BD for Dhandhuka-Limbdi section will be made available to the consultants. Although already disclosed documents on http://gshp2.gov.in also may be referred. All such data is for reference only. The bidders are required to have appropriate due diligence on its own." The DPR report of two sections is to be further validated by consultant with sample field and survey investigation. It may be clarified the quantum of such survey investigation so all consultant can be uniform in their financials. Also during discussion DPR for the remaining one section is also to be prepared by Consultant with all necessary survey and investigation which may include Traffic survey, soil and material investigation, pavement investigation, geotechnical investigation and also was mentioned Social and Environmental impact assessment and Land acquisition process the same need to be confirmed. Project alignment has several Rail crossings as such Consultants role is acquiring Clearances for RUB / ROB and also environmental and other related clearances need to be confirmed.	Bidder has to assess the requirements in line with the scope of works and accordingly responsive proposal is expected.
22	Task A9 on page 60	It is mentioned that the appropriate service levels shall be defined based on the Feasibility study report Please clarify whether the Feasibility Study Report for widening, strengthening, and rehabilitation of the project corridors is already available with the PIU.	Service level defination will be as per Consultant's own working as per TOR. Other available reports are placed on www.gshp2.gov.in and with prior appointment the Office of The Superintending Engineer can be reached on working days.
23	Task A9 on page 60	It is mentioned under Task A9 that the appropriate service levels shall be defined based on the existing data available with PIU Please clarify whether the following traffic survey data of the project corridors is already available with the PIU or the Consultant has to collect fresh data on the following: a. Seven days traffic count at mid-block locations b. Intersection turning movement counts c. Origin-Destination surveys d. Axle load surveys e. Speed and delay surveys f. Pedestrian & Animal Crossing survey g. Land use and Truck Parking survey	Bidder has to assess the requirements in line with the scope of works and accordingly responsive proposal is expected.

Sr. No.	Clause No.	Query	Draft Response
24	Point No. 57 on Page No.70	Staff Qualification Position: Roads Management Specialist "The candidate must have a Master's degree or equivalent in Transportation" • As the number of experts are available with PG Degree in Road Management and Engineering/PG Degree in other relevant field of Civil Engineering and they are capable of carrying out similar assignment, it is requested that qualification criteria be amended as "The candidate must be Graduate in Civil Engineering with Master Degree or equivalent in Transportation / Master Degree in Road Management and Engineering / PG Degree in other relevant field of Civil Engineering". • Kindly also confirm that total experience (15 years) required is counted after Graduate Degree and not after Postgraduate degree". These may please be considered.	Please refer Sr. No. 11 of Addendum.
25	Staff Qualification, Point No. 57 on Page No.70 & 71	 Position: Team Leader "He must have experience in designing and implementing OPRC project". Position: Highway Specialist "minimum 10 years of experience of which minimum Six years experience in Performance based road contracts covering at least two projects is essential" Position: OPRC Operational Specialist/ Asset Manager There are number of experts available who are capable of carrying out similar assignments, but do not have working experience on OPRC projects, since there are very few projects which are designed and implemented on OPRC basis. Therefore, experience in other DPR & Construction Supervision projects may also be considered. 	Please refer Sr. No. 9 of Addendum.
26	Task A 2 on Page 56	Financial Model to be used for Payment It is stated that "The cost estimate will be based on conceptual designs for each road which will include the typical cross sections and other typical geometric design parameters and be based on basic field surveys (traffic counts and forecasting, topographical and soils/material)". Detailed scope of soil and material investigation referred above could not be understood from the above ToR's provision. Therefore, in this context, our understanding is to adopt good engineering practices, which is normally followed in case of normal DPR projects of national/state highways. Correctness of our understanding may be confirmed.	Responsive approach in line with RFP and sound Engineering practices, atleast, is expected.
27	Task A 8 on Page 60	Review of the Adequacy of Current Information & Collection of Additional Data It is stated that: (a) The consultant shall review its adequacy (i) for design and specification of initial improvement works and (ii) the implementation and management of a performance based contract. At the end of this task, the Consultant shall submit a technical report on each of these issues outlining the findings and recommendation for consideration by GoG. These recommendations shall identify all missing data and a plan for additional data to be collected in line with over all time frames for implementation of OPRC. (b) Collection of missing data as per plan in (a) above. The Consultant will also conduct necessary baseline survey which covers inter alia, road standard and condition, trip time, traffic volume, transportation costs and prepare an M & E (monitoring and evaluation) program to measure the impact of the improved road on the development of the intervention areas. From the enquiry during site appreciation, we are given to understand that detailed engineering of two road corridors (out of three) are already done. Availability of DPR for these two roads may be confirmed, so that requirement of additional data related to pavement and material can be assessed and accordingly, costing of the job can be done.	With prior appointment the Office of The Superintending Engineer can be reached on working days. Besides www.gshp2.gov.in details, whatever data shared with one bidder will be shared to all shortlisted bidders.

Sr. No.	Clause No.	Query	Draft Response
28	Task A 9 on Page 60	Definition of service levels for each road included in the pilot study areas It is stated that "The consultant, in cooperation with the PIU shall define the appropriate service levels / maintenance standards for each road to be included in OPRC contracts. This exercise will be based on: • Existing data with R&BD & PIU • Feasibility study report • Information collected during field visits to each road • Analyses of typical road uses and road user needs for each road, including formal consultations and informal discussions with road users and local communities. • Establishing a link between road user needs and the required service level class, and • Affordability or availability of sustainable funding levels". Kindly confirm that the soft copies of the reports shall be provided to the Consultant.	With prior appointment the Office of The Superintending Engineer can be reached on working days. Besides www.gshp2.gov.in details, whatever data shared with one bidder will be shared to all shortlisted bidders.
29	Indicative man months on page 73	Increase of man months The man months for Procurement Specialist for Part A and Part B are (5+8 = 13) Keeping in view the role of Procurement Specialist in designing KPIs, incentive mechanisms, developing contract is highly specialized. Therefore you are kindly requested to increase the man months of Procurement Specialist for Part A and Part B as 8+11 = 19	Bidders can have their own assessments. No change in indicative manmonths stipulated in RFP.
30		Increase of man months The man months for Financial Management Specialist for Part A and Part B are (2+4 = 6) The Consultant feel that there is need to increase the man months for Financial Management Specialist as he has to support for the payment schedule, payment mechanism and the legal advisor. Therefore you are kindly requested to increase the man months of Financial Management Specialist for Part A and Part B as 4+4 = 8	Bidders can have their own assessments. No change in indicative manmonths stipulated in RFP.
31	Additional Point	Positions: • Risk Manager • Quantity Surveyor The Consultant understands that the scope of works requires incorporating the positions of "Risk Manager" and "Quantity Surveyor". Therefore, the Consultant request to include the positions of "Risk Manager" and "Quantity Surveyor" as Subprofessional Staff. The Consultant suggest the following criteria for these positions are: • Risk Manager: The candidate should have at least 10 years of experience in risk management in Infrastructure Projects, out of which at least 4 years of experience should be in developed countries. • Quantity Surveyor: The candidate should have degree in Civil Engineering with at least 10 years professional experience out of which 5 years should be in capacity of Quantity Surveyor in the relevant field.	Bidders can have their own assessments. No change in indicative manmonths stipulated in RFP.

Sr. No.	Clause No.	Query	Draft Response
	Staff Qualification on Pages 69 & 70	It is mentioned that: Pavement Management Specialist: The candidate should have degree in Civil engineering with minimum 15 years of experience of which minimum five years in Pavement management is essential. Experience in Performance based road contracts shall be an added advantage. The person should be thoroughly conversant with various internationally accepted design methodologies applicable for tropical countries, both flexible and rigid pavement, and fully familiar with international 'best practices'. Experience in pavement & sub grade investigations including deflection tests and in design of pavement rehabilitation & strengthening is a necessity. Further, experience and knowledge in use of latest HDM-IV and/or other equivalent evaluation models is vital. The person must have experience in designing appropriate cost effective pavements making best use of locally available materials. Thorough experience on planning and managing traffic surveys and studies, roads analysis, transport demand forecasting, roads planning and traffic management is essential. The candidate must be conversant with the latest analysis and planning tools. Roads Management Specialist: The candidate must have a Masters degree or equivalent in Transportation with minimum 15 years of experience out of which at least 4 years on road projects. Experience of at least 2 years in developed countries and of at least 3 years in developing countries, particularly in Asia, is essential. Experience and knowledge in use of latest HDM-IV and/or other equivalent evaluation models is essential. Thorough experience on planning and managing traffic surveys and studies, roads analysis, transport demand forecasting, roads planning and traffic management is essential. The candidate must be conversant with the latest analysis and planning tools. The stated experience for the positions of Pavement Management Specialist and Roads Management Specialist are found to be same in respect of HDM-4. This may be reviewed / modified in accordance with their resp	RFP stipulation prevails.
33	Clause 13.1 on page 144	Commencement of Services It is stated that the Consultant shall commence the services within 15 days. The Consultants would like to mention that the time period of 15 days to commence the services after the effective date is inadequate for mobilization of staff. It is requested that you may kindly provide at least 3-4 weeks to the Consultant to commence their services after signing of the Contract.	RFP stipulation prevails.
34	Additional Point	Extension of Time It is requested that the date of submission of the proposal may please be extended and a period of at least 3 weeks may please be given for preparation of the proposal from the date of issue of clarifications so that our experts can prepare a comprehensive proposal addressing all issues of the RFP document / ToR	As per WB norms time for submission shall be given as not less than fifteen days from issuance of such clarifications and addendum. Accordingly the stipulated last date of submission remains unchanged as 16/02/2015 as per issued RFP, Data Sheet 17.7 and 17.9.
35	Technical 3, Technical Proposal	Standard Forms It is noted that a Full Technical Proposal (FTP) is to be submitted by the Consultant using specified forms from Tech-1 to Tech-6 and no page limit is laid down for any of these submissions. This may please be confirmed.	Full Technical Proposal is clear-cut requirement as stipulated in RFP. Only as per given proposal submission forms, FTP is expected from the bidders.

Sr. No.	Clause No.	Query	Draft Response
36	Section 7 – Terms of Reference Clause 53	Staff Qualifications: Team Leader: He must have minimum 4 years of international experience. He must have experience in designing and implementing OPRC project. Requested to reduce the international experience to 2 years and experience in designing and implementing OPRC project as desirable.	Please refer Sr. No. 9 of Addendum.
37	Section 7 – Terms of Reference Clause 57	Roads Management Specialist: Experience of at least 2 years in developed countries and of at least 3 years in developing countries, particularly in Asia, is essential. Requested to please remove experience of at least 2 years in developed countries.	Please refer Sr. No. 11 of Addendum.
38	Scope of Service Part A – Pre Procurement services and Part B Post Procurement services Point number 51 Page number 69	Staff qualifications Requested to please reduce the experience required for Post Procurements Services as the scope of work is different in part A and B	RFP stipulation prevails.
39	Scope of Service Part A – Pre Procurement services and Part B Post Procurement services –Indicative man month Page number 73	Indicative man month Requested to please allow to fill different man month rates for Part B specially comparing to part A. Request to please allow different Team for Part – B. considering the requirement of Post Procurement services.	Team has to be same as per RFP. Financials are to be decided by bidder in line with RFP stipulations.
40	Page 55, Section-7 TOR	"Background: Government of Gujarat has received Out of this, about 110 km of road length (4 road corridors) has been identified for inclusion in the OPRC mode of execution. In attachment-1 (List of roads for OPRC), only 3 stretches are shown. i) Dhandhuka- Dholera ii) Paliyad- Dhandhuka iii) Limbadi- Dhandhuka Please confirm the number/names of roads stretches considered for the project.	Attachment-1 stands confirmed. Background correction is amended. Pl Refer Sr. No. 7 of Addendum
41	Page 58, Task-A6 Page 62, Task-A14 Page 63, Task-A16	The Consultant shall support the PIU to conduct 1 workshop with representatives from the industry (contractors) to outline the draft contract strategy and gain feedback Pre bid workshop • Training of 10 project staff (PIU & R&BD field staff), to ensure they understand their new role. • Training of 4 senior PIU/R&BD staff in the principles of OPRC Please clarify/confirm on the financial implications for the Consultant in conducting the workshops and trainings.	Training, Workshops etc are complete responsibility of Consultants. RFP and scope of works are clear on this point. Responsive bid is expected from the bidders.
42	Page 68, Clause 46	Payment terms: for Part-A- Pre- Procurement Services. 20% of payment at this stage is Upon 50% Physical Progress of Implementation (Civil Construction) Work Accomplishment on Ground (during Part B). Holding this huge amount even after the completion of Part-A works need to be clarified. We request you to kindly reconsider/modify this to make it as 5% instead of 20%. (Kindly note that, already a restriction in fee for Part A is mentioned in Clause 45.1: "Bids quoting more than 35% of the overall cost for Part A shall be considered non responsive").	RFP stipulation prevails.
43	Page 69 to 71, Clause 52	Experience for Team Leader (He must have experience in designing and implementing OPRC project), Highway Specialist (Six years experience in Performance based road contracts covering at least two Since, very few projects are done on performance based contracts within the country, it is requested to modify the experience criteria as, "Experience in Performance based road contracts shall be an added advantage".	Please refer Sr. No. 9 of Addendum.

Sr. No.	Clause No.	Query	Draft Response
44		"No forestry clearance and land acquisition is required for the 4 corridors." Request your confirmation on the same as the road corridors have major junctions that may have to be improved (for example, the improvements of Mj. Junctions in Dhandhuka-Dholera section which was proposed for widening and strengthening).	As per new design assessments whatever clearance, acquisition is warranted will be the responsibility of the Consultant. Such proposals where required will be prepared as per respective authorities rules and procedures; complete in all respet by the Consultant in Employers name. Assistance in follow up will be extended by The Employer. Only required fees/compensation to respective authority shall be borne by The Employer.
45	in Data Sheet	The Proposals must be submitted no later than: Date: 16/02/2015 In order to put together a good team and proposal on this assignment, it is requested to extend the proposal submission date to at least THREE weeks from the date of issuing pre bid clarifications.	As per WB norms time for submission shall be given as not less than fifteen days from issuance of such clarifications and addendum. Accordingly the stipulated last date of submission remains unchanged as 16/02/2015 as per issued RFP, Data Sheet 17.7 and 17.9.
46	Section-7 TOR page-55	Background & Objective	Attachment-1 stands confirmed. Background correction is amended. Pl Refer Sr. No. 7 of Addendum

Sr. No.	Clause No.	Query	Draft Response
47	Clause 2.4 page 22	The Project Name is: Consultancy Services for Preparation of DPR BID Documents, Monitoring, Engineering for OPRC Road Works." for Gujarat State Highway Project- II. Since clause 2.4 page 22 of data sheets mentioned: Client will provide the following inputs to facilitate the preparation of the Proposals: The Client has got prepared DPR for W&S of Dhandhuka-Dholera and DPR for Strengthening only for Dhandhuka-Paliyad road sections. These DPRs include design reports, drawing volume, cost- estimates and enviro-social safeguard documents. All available reports for these two road sections along with in-house data available (it is to be noted that DPRs are not prepared like other two sections) at R&BD for Dhandhuka-Limbdi section will be made available to the consultants. Although already disclosed documents on http://gshp2.gov.in also may be referred. All such data is for reference only. The bidders are required to have appropriate due diligence on its own. Since all DPR available with client, why project name include preparation of DPR.	RFP stipulation prevails.
48	General	For better understating of this project, any information (maps, secondary information etc) related to this project pls. share with consultant.	With prior appointment the Office of The Superintending Engineer can be reached on working days. Besides www.gshp2.gov.in details, whatever data shared with one bidder will be shared to all shortlisted bidders.
49	Clause 14.1.1 of data sheets page 23	We understand that there is no provision for association with either shortlisted consultants or Non- shortlisted consultants. We kindly request you to allow association with Non- shortlisted consultants as no. of Key / Non-key experts is more and specialized.	RFP stipulation prevails.
50	Section-3 Standard Form, TP Formats Page-28	Please refer section 3 Technical proposal- Standard format, kindly confirm that there is no page limit for any of TECH FORM Pls. clarify	Full Technical Proposal is clear-cut requirement as stipulated in RFP. Only as per given proposal submission forms, FTP is expected from the bidders.
51	Data sheets clause 10.1 & 10.2 Statement of undertaking	There is no any format attached in RFP for "Statement of undertaking" Pls. clarify	Please refer Sr. No 1 of Addendum
52	Page 64 v.sr.no2	2. arrange site inspections as decided under para XX There is no any para XX in RFP Pls. clarify	Please refer Sr. No 8 of Addendum
53	Page 68	Data, Facilities and Resources to be provided by the Employer 1. Copy of the DPRs available in respect of two road corridors. Since project road mentioned in attachments –I is more than 2 roads, what is the DPR status of other roads? Pls. clarify 4. Traffic Census - the client will provide Traffic census of selected road corridor (road mentioned in attachment-I) and for how many years?	With prior appointment the Office of The Superintending Engineer can be reached on working days. Besides www.gshp2.gov.in details, whatever data shared with one bidder will be shared to all shortlisted bidders.

Sr. No.	Clause No.	Query	Draft Response
54	Page101 in SCC Clause 14.1	Expiration of Contract: The time period shall be 18 months for Part A only. Since project duration is 48 months (PART-A -18 months & PART-B 30 months), Pls. clarify	Please refer Sr. No 3 of Addendum
55	Clause 28 of	General Conditions of Contract, "Equipment, Vehicles and Materials" – Page No-91 It is informed that equipment, vehicles and materials made available to the Consultant by the Client or Purchased by the Consultant wholly or partly. The Clause corresponding to this item has not been specified in the Special Conditions of Contract. We request you to specify the scope of Consultant for these items and also specify the details such as no. of vehicles (for both Office use / Field Inspection), equipments, office provisions, furniture details, etc Also, specify whether these provisions are to be included in the Financial Proposal?	Clause 28 is not relevant to the project assignment. Other reimbersables and such expenses shall be as per FIN-3 of the RFP
56	Clause 36	General Conditions of Contract, "Counterpart Personnel" – Page No 94 We request you to provide the Counterpart Personnel details.	At the time of Contract Negotiations, such details will be finalised
57	Clause 39.1	General Conditions of Contract, "Taxes and Duties" – Page No 95 As per Clause 39.1, We understand that the Consultant, Sub-consultants and Experts are responsible for meeting the tax liabilities. However, the consultancy service tax shall be reimbursed to the Consultant against proof of payment (as per clause 16.3 of Data Sheet). We request you to pay the Service Tax along with the monthly invoice, as also being done by NHAI and other major public sector employers and the proof of payment shall be produced to the Client on each and every Quarter of the Financial Year.	RFP stipulation prevails.
58	Clause 41.2	General Conditions of Contract, "Mode of Billing and Payment" – Page No 96 The payments will be made according to the payment schedule stated in the SCC. Which reflects only PART-A But in SCC page-105 states only Part-A payments, pls. clarify about Part-B (Post procurement stage) payments	Please refer to Specific Forms of Contract for Part A and Part B of services as provided in RFP
59	Clause 41.2.1	Advance payments There is no any provision of advance payments, pls. allow 10 % mobilization advance for Part-B stage.	Please refer to Specific Forms of Contract for Part A and Part B of services as provided in RFP
60	Clause 41	General Conditions of Contract, "Mode of Billing and Payment" – Page No 96 As per Clause 41.2.2 –we understand that turnaround time to pay consultants invoices is within Sixty (60) days after the receipt of itemized invoices with supporting documents. We request you to reduce the turnaround time to pay consultants invoices to within thirty (30) days instead of Sixty (60) days.	RFP stipulation prevails.
61	Clause 24.1 of Special Conditions of Contract – Page No 103	Insurance coverage against the risks It is indicated that the "Professional Liability Insurance (PLI), with a minimum coverage equal to 2 times the contract value of this consultancy". Consultant suggests the PLI should be equivalent to the contract amount excluding contingency amounts and provisional sums as like other WB & ADB funded projects. Pls. consider	RFP stipulation prevails.
62	General Conditions of Contract:	There is no clause specified for 'Extension of Contract' beyond the stipulated for Part-B, construction period of 30 Months. Please Clarify	Please refer to Specific Forms of Contract for Part A and Part B of services as provided in RFP

Sr. No.	Clause No.	Query	Draft Response
	Section-7 of ToR	Staff Qualifications, Clause 53 Team Leader, Page No. 70:	Please refer Sr. No. 9 of Addendum.
		The consultant has opinion that "He must have minimum 4 years of experience. He must have experience in designing and implementing Performance based road project"	
64	Section-7 of ToR	Staff Qualifications, Clause 57: Roads Management Specialist, Page No. 70: Experience of at least 2 years in developed countries Since Numbers of Experts are available who have rich experience in carrying out relevant works and who don't have developed countries' of works experience. Therefore, the consultant request to remove the experience of developed countries under the heading of Staff Qualifications.	Please refer Sr. No. 11 of Addendum.
65	Section-7 of ToR	Staff Qualifications, Clause 57: Legal Advisor, Page No. 70: A registered attorney, with a minimum of a LLB academic degree or equivalent. We request you to please omit the clause a registered attorney, with a minimum of a LLB academic degree or equivalent	RFP stipulation prevails.
66	Section-7 of ToR	Staff Qualifications, Clause 59: Financial Management Specialist, Page No. 71: A minimum equivalent education comparable to MSc in engineering or Business management Therefore, it is requested the same may be relaxed to "MBA in Finance / CA / MSc in engineering or Business management.	RFP stipulation prevails.
67	Form FIN-4	Please confirm whether reimbursable payments to the consultants are fixed as per Form FIN-4 or it is payable against the bills or supporting documents.	Please refer to Specific Forms of Contract for Part A and Part B of services as provided in RFP
	Key Experts CV	Pls. clarify We understand that only CVs of Key Experts are only to be submitted with the proposal. Please confirm.	Yes

Sr. No.	Clause No.	Query	Draft Response
69	Appendix A 3rd	Appendices the third para reads as "If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required."	RFP and ToR need to be followed
70		Is there any resettlement required in the execution of the works? If yes, has this been planned and who will manage this?	As per new design assessments whatever clearance, acquisition is warranted will be the responsibility of the Consultant. Such proposals where required will be prepared as per respective authorities rules and procedures; complete in all respet by the Consultant in Employers name. Assistance in follow up will be extended by The Employer. Only required fees/compensation to respective authority shall be borne by The Employer.
71	Task A16:Training page 63 and {Training of the Client's personnel – if required in TOR} page-51	Training of the Client's personnel The destination place is India or abroad? Pls. clarify	India

(Superintending Engineer)

Project Implementation Unit, Gandhinagar