

**Response to written queries of bidders to the Request For Proposal (RFP) for the Project Management Consultancy Services for the Second Gujarat State Highway Project (GSHP-II )**

Sr. No.	Clause No.	Gist of the Query	Response
1	Price adjustment to remuneration rates : Clause 16.2 of Data Sheet, Page 24	Whereas the said Clause provisions a price adjustment to remuneration rates, it is presumed that the ibid provision gets governed by the qualifying provisions in Clause 28.8 of ITC and Data Sheet (Page 20-21).  This may please be confirmed and provision of Clause 16.2 may please be amended accordingly.	The provisions are self explanatory
2	Data Sheet : Section 2, Section E: data Sheet, Clause 14.1.2 of Data Sheet, Page No 23 Section 7, Clause 9.1 & 9.3, Page No 68	Indicative input of Key Experts time-input is 373 person-months as per Data sheet and 291 indicative man month required as per Annexure V, Please clarify which has to be considered.	Please refer Sr. No. 2 and 15 of Addendum
3	Page Limit : Section 3 Technical Proposal – Standard Forms – Page 28 – 29	It is stipulated that the Descriptions and Methodology shall not extend 7 pages. In this context, as this is a Full-Technical Proposal based assignment, as a Global Practice followed in other World Bank and ADB funded projects, we request you to kindly consider allowing the Description & Methodology upto 50 pages.	The consultant shall have to submit full technical Proposal (FTP) without limitation of no. of pages. Also please refer Sr. No. 7 of Addendum
4	Page Limit : Section 3, Technical Proposal Standard forms, Page No. 29	As per Section 3, Page No 29 of RFP states that “Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted and Paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended”.  Paragraph 3.4 of the Data Sheet is missing and again in check list of required forms page limit is not mentioned. The Consultant would like to confirm that there is no page limit for the Technical Proposal forms.	The consultant shall have to submit full technical Proposal (FTP) without limitation of no. of pages. Also please refer Sr. No. 7 and 8 of Addendum
5	Duration of Civil Works : Section 7, B of Terms of Reference, Page No. 53 Section 7, Annexure II, List of Road Improvements works under GSHP-II	Section 7, B of ToR states that the Construction period of Civil Works is in a range of 11-24 months.  As per Annexure II, Package No. GSHPII/OPRCNCB/10 Dhandhuka - Limbdi-Dhandhuka, combination of upgradation and Rehabilitation – Construction period is 30 months. Please confirm.	TOR remains unchanged  Please refer Sr. No . 9 of Addendum
6	Scope of Work : Section 7, Terms of Reference, Para B : Project, Page No. 53	It is mentioned that “Supervision consultant will be engaged for construction and its allied activities in respect of supervision of these works.” It may be clarified that whether there shall be overlap/ no overlap of responsibilities/scopes of PMC and the Supervision Consultants, in the activities like Review of Field Testing Laboratories, Quality and Technical Audit, etc.  In case there is any overlay, the extent of the overlap and the nature of overlap may be clarified.	TOR is self explanatory

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7	Detailed scope of Consultancy of TOR : Section II, Item No. 2, page 57	<p>'PMC shall carry out Designs and Design reviews observing the best engineering practices. PMC shall also prepare designs, review DPRs following best engineering practices'- as there is no provision for design engineers in the proposal we presume any such services if required will be paid extra by the Employer.</p> <p>The following may be clarified :</p> <ol style="list-style-type: none"> <li>1. What could be the extent of the Detailed Design to be carried out by the PMC?</li> <li>2. What kind of data shall be supplied by the Client for carrying out the detailed design?</li> </ol>	Please refer Sr. No.10 of Addendum
8	Qualification of Senior Highway Engineer & Project Planning Expert : Sr. No 3, Page 69-70	Request you to also consider a Graduate in Civil Engineering with Primavera for this position.	ToR prevails.
9	Qualification of Deputy Team Leader : Sr. No 2, Page 70	<p>Deputy Team Leader is desired to have 12 years of experience out of which he should have worked as DTL / Project Management or equivalent for 3 years"</p> <p>For this position 15 years of experience is required to become DTL / PM or equivalent (Resident Engineer). Request you also permit Assistant Resident Engineer for this position.</p>	ToR prevails.
10	Qualification of Senior Quality cum Material Engineer : Sr. No 5, Page 71	At present Masters in Highway / Geotechnical Engineering is desired. Please also consider Masters in Soil and Mechanical Foundation Engineering for this position.	ToR prevails.
11	Qualification of Financial Management Expert : Sr. No 8, Page 72	<p>MBA Finance / Masters in Economics –Finance / Masters in Transport Planning or higher degree is required.</p> <p>Request you to also consider Chartered Accountant (CA) also for this position as he will be more suitable for this scope of work.</p>	ToR prevails.
12	Data Services and Facilities to be provided by the Employer : Item 10, TOR page 75.	The Consultant will be responsible for making his own arrangements for all his accommodation (including the office of the Team Leader and associated staff stationed in Bangalore and his site staff), Please confirm exact location of the office to be situated.	Please refer Sr. No. 14 of Addendum
13	Limitation of Liability : Clause 23.1 (a) of SCC	<p>It is requested from Client to please modify this Para as:</p> <p>"The Limitation of Liability is only in respect of any damages caused to the Client's property. The Limitation of Liability should be extended to any damages caused to the Client for any deficiency of services on the part of the Consultant".</p>	Not acceptable
14	Suggestion : Waiver of Consequential Losses	<p>On the terms of the Contract we suggest the following:</p> <p>"To the maximum extent permitted by law the Consultant is not liable to the Client in respect of any indirect, consequential or special losses (including loss of revenue, loss of profit, loss of custom, loss of goodwill, loss of overhead recovery, loss of business opportunity, loss of the use of property, loss of contract, loss of production, loss of financing charges or cost recovery, loss of the use of money and payment of liquidated sums or damages under any other agreement) howsoever arising, whether under contract, in tort, in equity, under statute or otherwise".</p>	Not acceptable

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15	Suggestion	On the terms of the Contract, we suggest the following clause to be inserted in the Contract as part of payment terms:  "Notwithstanding any other provision as stated in the Contract the Client shall be liable to pay interest @ 18% for any delayed payment to be made to the Consultant. This shall be without prejudice to the Consultant's right to suspend the services to be performed under the Contract unless the Client repays the dues payable to the Consultant and the Consultant shall only restart the services upon realization of the dues payable under the Contract."	Suggestion, Not Accepted. Please refer S.C.C. Cl. No. 46.1
16	Time Extension : Clause 17.7 and 17.9 of Data Sheet, Page 24	The client is requested to kindly extend the submission date by at least 20 clear days from the date of issuance of reply to queries, to enable the consultant to prepare and submit the competitive and comprehensive proposal and thereby incorporating any changes as may be required.	Please refer Sr. No. 4 of Addendum
17	E: Data Sheet; Clause: 14.1.1; RFP Page No. 23  Shortlisted Consultants may associate with: (a) non-shortlisted consultant(s) : No Or (b) other shortlisted Consultants : No	To make the proposal more competitive, Shortlisted Consultants may associate with non-shortlisted consultants	Not agreeable
18	Required Qualification and Experience of Key Personnel: RFP Page No: 72 Procurement cum Contract Management expert (including PPP project) He shall be at least civil engineering graduate, preferably having post graduation in Management or MBA with Finance I Project Management.	Procurement cum Contract Management expert (including PPP project) Keeping in view the duties of the key personnel the qualification of personnel: He shall be at least civil engineering graduate, preferably having post graduation in Management or MBA with Finance I Project Management please also add LLB in the preferably qualification.	ToR Prevails
19	Required Qualification and Experience of Key Personnel: RFP Page No: 72 Financial Management Expert He shall possess a post graduate qualification as MBA (Finance)/Masters in Economics- Finance/Masters in Transport Planning/Economics or higher qualifications in economics/finance.	Financial Management Expert Please also add the qualification CA for this position.	Not agreed to

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20	<p><b>Please Refer 2.4.</b> page no 22 The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: The entire copies of various Contract Package Agreements will be made available to the Consultant including Detailed Project Reports including Data, Designs, Drawings, TDP, SIA, EMAP, HIV/AIDS Prevention Plan and other available relevant data of each corridor</p> <p><b>Please Refer 4.1.</b> page no 22 DPR and bidding documents for ICB and NCB contracts are prepared by the Consultant Lea Associates South Asia Pvt Ltd. These documents will be made available to all the short listed firms and the same are available from the Office of The Superintending Engineer. Ground Floor, Nirman Bhavan, Sector-10/A Gandhinagar Gujarat-382010 and also available on website:www.gshp2.gov.in</p>	It is requested to provide copy of the DPR and Bidding for ICB and NCB contracts in DVD/CD format during the pre-bid meeting.	Data is available on the web site : www.gshp2.gov.in and other required data will be shared to the successful bidders. The other relevant details (including the WB's report for road safety demo corridor and iRAP data ) may be accessed with SE-PIU's office with prior appointment.
21	<p><b>Please Refer 4.0 Experience in region and language (pg no 25.) Experience in Similar project and similar region.....5 Marks</b></p>	It is requested to clarify what would be considered as "region".	Region means state of Gujarat and the states bordering Gujarat.
22	<p>Please refer 14.1.2 pg no :23 Estimated input of Key Experts' time-input: 373 person-months.</p> <p>Please refer Annexure-V "Indicative man month requirements" Total Man month of key Professional = 291 man month</p>	Please indicate the input of Key Experts viz. whether 373 man-month or 291 man-month.	Please refer Sr. No. 2 herein.

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23	Please refer Annexure V “Indicative man month requirements”  Sub professional staff for following Key Professionals - Senior Highway Engineer cum Project Planning expert(s) with relevant Indian experience in project management - Senior Bridge / Structural Engineer - Senior Quality cum Material - Procurement cum Contract Management expert (including PPP project) - Public Sector Domain Expert cum IDAP /GAAP consultancy coordinator cum Public Sector Domain expert - Financial Controller - Senior Environment Expert - Road Safety Expert - Social Development Expert - ICT Manager - Account officer - Office manager - Records Management Specialist	It is requested you to stipulate the minimum qualification and experience required for sub-professional staff.	Please refer Sr. No. 2 herein.
24	Refer Para of letter of invitation Page-4 Shortlisted Consultants	It is requested to furnish the name/s of member/s of associated / JV Partner/s of shortlisted firms, if any	ToR Prevails.
25	Refer 45.1(a) of SCC The amount of advance payment is 5 % of contract price..The advance payment shall be paid in currency INR	It is requested to consider advance payment of 10 % in ceiling amount in respective currencies,against the Bank Guarantee, which is to be adjusted against the monthly installment due for the first 12 months	Please refer Sr. No. 20 of Addendum
26	Section 2 – Instructions to Consultants and Data Sheet Preparation of Proposal – Specific Considerations 14.1.2 Estimated input of Key Expert’s time-input: 373 person-months Page No. Observation : Whereas Page no. 68, under Section 7 Terms of Reference, through point no. 9.1 and 9.3 states that Key professionals estimated man month input is 291.	14 We would like to express with complete sincerity that the project of this magnitude (referring to multi-faceted, multi-tasking role of PMC) over longer project duration needs higher order skill sets in key team and appropriate non-key staff, as well. This it-self calls for much higher inputs of both key and non-key experts for targeted accomplishment through PMC services. We would like to urge your end to consider revising these man months in larger interests. Although through other relevant sections we are putting forward a suggestion to this respect in your kind consideration.	Please refer Sr. No. 2 herein.

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27	<p>Section 2 – Instructions to Consultants and Data Sheet 14 Preparation of Proposal – Specific Considerations</p> <p>14.1.3 The Consultant’s Proposal shall include the Key Experts’ time-input of 373 person- months. However this man months are indicative only. Consultants may decide their own (refer Annexure-I )</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person- month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted. Page No.</p> <p>Observation : Proposed method for comparison and evaluation of proposals appears as justifying bidders to be on same platform with regards to person month input through respective technical and/or financial proposals.</p>	<p>1. It is requested with due appreciation of the proposed method that person months for key and non-key staff be stipulated as minimum requirement. Which otherwise it is so for adjustment of the proposals.</p> <p>2. While recognising all good factoring of comparison of person months of lower proposition than indicated as minimum requirement, it considers equivalency of financial proposals. But if some bidder/s proposes on higher side person months than minimum requirement, there will not be any adjustment. With this Whether Technical evaluation will consider such higher proposition appropriately? (Ideally it shall be positive).</p> <p>3. Please clarify that whether the highest remuneration rate will be considered for such equivalency, irrespective of expatriate or non-expatriate? and/or currency?</p>	<p>Clauses are self explanatory</p> <p>No.</p> <p>No</p>
28	<p>Section 2 – Instructions to Consultants and Data Sheet 16.1 Reimbursable</p> <p>1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</p> <p>2) cost of travel by the most appropriate means of transport and the most direct practicable route;</p> <p>3) cost of office accommodation, including overheads and back-stop support;</p> <p>4) communications costs;</p> <p>5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>6) cost of reports production (including printing) and delivering to the Client;</p> <p>7) other allowances where applicable and provisional or fixed sums (if any)</p> <p>Page No.</p>	<p>1. Please confirm that the bidders must price at-least all items as given in 16.1, Page 23,24 while Filling up the Form Fin-4 as given at page no. 48; as ITC and Data Sheet indicates the same.</p> <p>2. Bidders may add new items as per their Approach and Method, such as Surveys, Workshops, Training; Consultations etc. please confirm the same.</p>	<p>Yes</p> <p>Bidders may add new items as per their Approach and Method, such as Surveys, Workshops, Training; Consultations etc.</p>

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29	Section 2 – Instructions to Consultants and Data Sheet Definition of Home and Field Input : Point 3 of Tech 6, page 36. It mentions work in the office in the expert’s country of residence as “Home” work. As an office is to be established for this work in Gandhinagar, any input given from this office, whether to be considered as “Home” or “Field”? Any input given as field input will attract per diem as per clause 16.1, page 23. Legend provided in Form Fin-4, Page 48 in this regard also needs review and compatibility. Page No.	Request for clarification on Home and Field definition.	The definition of Home and Field is clear
30	Section 2 – Instructions to Consultants and Data Sheet 17.7 Date of Submission of Proposal. Page No. Observation : We request that the date of submission of the proposal be kept in line with issuance of pre-proposal clarifications.	In view of reasonable time required to prepare a responsive proposal, at-least three to four weeks should be given after the issuance of clarifications. This may please be considered.	Please refer Sr. No. 16 herein
31	Section 2 – Instructions to Consultants and Data Sheet 17.9 Submission of Proposal. Page No. Observation : We understood that submission of proposal complete in all respects as per the RFP is open for submission on/before last date; by hand or by courier or by Indian Post.	Please confirm the mode of submission.	The proposal can be submitted physically on or before last date by hand or by couire or by Indian Post
32	Section 3 – Technical Proposal – Standard Forms 17.9 Technical Proposal Standard Forms. Page No. Observation : Seems to be a mis-match.	With respect to Type of Proposal to be submitted, Forms of Technical Proposal, Number of Pages-sealing if any are found non-compatible with each other. The Data Sheet(10.1, page 22,23), this particular two pages 28 and 29, and Technical Proposal submission forms provided thereon may please be looked into appropriately. Towards clearing confusion, compatibility needs to be confirmed through clarification to this respect.	Please refer Sr. No. 7 and 8 of Addendum
33	Section 4 – Financial Proposal – Standard Forms Financial Proposal Standard Forms. Page No. Observation : Fin-3 Reads that Appendix A is applicable for QBS method.	Kindly do confirm that Appendix A provided through page 44 to 47 is applicable in QBS and not for QCBS.	The Form Fin 3 is self explanatory.
34	Section 7 – Terms of Reference B. Project, Civil Works Component. Page No. Observation : With respect to Mehsana-Himatnagar PPP road, it states that ...“The concession agreement for this corridor would have a provision for a separate Independent Engineer (not PMC).”...	Request your end to kindly elaborate on PMCs role for this corridor. Our understanding is like CSC, one can see IE of this corridor and continue to assist the Client on overall monitoring and reporting etc. please do confirm regarding the role.	For this corridor IE will be appointed and PMC role will be as per ToR.

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35	Section 7 – Terms of Reference Section-II, Detailed Scope of Consultancy. Page No. Observation : 1. Preparation Stage of Project, the sub-point vii. states that ....“vii. Carry out / assist PIU for other activities required for preparation of project.”	Kindly provide some more details on other activities required for preparation of project, where PMC is expected to work upon.	Please refer Sr. No. 10 of Addendum
36	Section 7 – Terms of Reference Section-II, Detailed Scope of Consultancy. Page No. Observation : Under the heading Monitoring/Execution of Project, point no. 4 on All Consultancies Related to Road Safety, Civil Works sub-point q) reads as “Assist the PIU in design and planning of the interventions” which pertains to Safety Demonstration Corridor.	We are to seek your kind clarification on design scope for PMC. Whether PMC is supposed to design the interventions?	Please refer Sr. No. 11 of Addendum
37	Section 7 – Terms of Reference Section-II, Detailed Scope of Consultancy. Page No. Point no. 5. Post construction/consultancy-Assist PIU in ensuring maintenance compliance of civil works and payment.	Our understanding is assisting PIU to this respect within the PMC project duration only. Kindly confirm the same. Otherwise it seems if it is for full maintenance period, it is likely to go beyond PMC project duration. PIU is requested to guide on this aspect.	TOR is clear
38	Section 7 – Terms of Reference Section-II, Detailed Scope of Consultancy. Page No. Human Resource Support to PIU, It stipulates that “PMC shall provide communication and other facilities for Human resource deployed in PIU.” Clarity on “Other Facilities” is requested.	We presume that such human resource shall be deployed by the PMC at PIU office. These support staff’s communication and local transport obligation will not be on PIU. But office space and related logistics shall be provided by the PIU. Please do clarify/confirm this view point.	Office space and furniture shall be provided by the PIU.
39	Section 7 – Terms of Reference Section-II, Detailed Scope of Consultancy. Page No. Data, Services and Facilities to be provided by the employer.	We presume that all the reports/documents/study findings on various consultancies like DPRs, Safety Demonstration, IT-ICT-MIS enhancements, Road User Perception Study and Institutional aspects shall be shared to PMC. Also the Project Agreement agreed Performance Indicators and targets with the WB will be shared along with overall project related documents. Your kind confirmation will provide more ease in framing our proposals and efforts accordingly.	Please refer Sr. No. 20 hrein.



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40	Section 7 – Terms of Reference Section-II, Detailed Scope of Consultancy. Page No. 1. Observation : Staffing, 9.1 and 9.2 states that key professional man months are as indicated in data sheet (373 person-months) while 9.1 and 9.2 are stating contradictory man months as 291 for key professionals. 2. Point no. 9.3 directs that “PMC has the discretion to assess the required man months in context to indicative major project activity schedule given as Annexure-V and TOR also. The Annexure-V is likely to change.”	1. Please do revisit and confirm the edition.  2. It appears that reference is not to Annexure-V at page no. 84. But the present Annexure-V, which refers to TA/QA of rehabilitation roads calls for appropriate addition in estimated key and sub-professional man months. Pleased do clarify and advise on addition accordingly. The Annexure-V, provided page no. 95 relates to indicative man-month requirement. The Annexure numbering/referencing may suitably be modified.	Please refer Sr. No. 2 herein.  Please refer Sr. No. 15, 16 and 17 of Addendum
41	Section 7 – Terms of Reference Section-II, Detailed Scope of Consultancy. Page No. Observation : Person Months estimates for Key, Sub-Professionals and Human Resource Support to PIU.	We have reviewed the RFP and it’s comprehensive long term scope in complete perspective at this stage. Provided estimates of Key, Sub-professionals and Human Resource Support to PIU are seen in most holistic manner. We do have candid observations as below: 1. Comprehensiveness of the assignment and targeted responsibility of PMC, also support beyond construction, Key professional man months are grossly inadequate (either of 291 or 373). 2. Sub-professional provided on page no. 95 shows 623 man-months, but it covers need based Human Resource Support to PIU of 232 man months, while non-technical input is 112 man-months leaving technical sub-professional input of only 279 man-months. Which we feel sincerely is not able to provide justice to the objective and responsibility of PMC. 3. While elaborating the support to PIU, man-months are stipulated for other five positions except Two Data Operators. Also the PMC will certainly need support of Cad Draftsman, Data Base managers, Admin/clerical staff, DTP operators at their project office. Such staff input shall be considered. Having said this we invite your kindest attention to following stipulations of RFP: ..“The PMC services will be carried out over the entire loan implementation period 60 months.”.. ...“xi. Advising and Assisting PIU on monitoring maintenance compliance of roads after DLP and payment during maintenance guarantee period.”.. ...“All endeavours shall be made by the consultant to account for reasonably accepted variation in project activity and to complete the assignment in the quoted man months.”.. With these and all above stated our candid observations, we wish to urge the Authorities to kindly be considerate on following: I. Our estimated man-month proposition is put-forward in your consideration: a) Key Professionals: 450 b) Sub-professionals: 500 (Technical at PMC, considering TA/QA) c) Human Resource support to PIU: 350 (Considering 2 data operators) d) Other Technical and Non-Technical Support at PMC: 500 II. Extended maintenance period and other such scope inputs, PMC shall be able to flexibly accommodate number of positions within available man-month umbrella which is in line with the scope of the assignment. Please do provide such larger picture in line with RFP. III. Although Consultants are advised to have their own discretion and estimate but at-least base should be common across the bidders to have balanced bids. With this perspective we urge for your kind considerations and positive response in the interest of the best of the PMC support to the project.	Please refer Sr. No. 2 herein  Please refer Sr. No. 2 herein  Please refer Sr. No. 2 herein  Not Agreeable
42	Section 7 – Terms of Reference Section-II, Detailed Scope of Consultancy. Page No. Observation : The list of Key Professionals and Title of the Positions appears to be slightly different.	All the three be made common for avoidance of any confusion.	Please refer Sr. No. 13 of Addendum

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43	Section 7 – Terms of Reference Annexure-V, TOR of QATA-GSHP-II (IS A PART OF PMC SCOPE). Page No. Observation : Last sentence in A. Background reads as “As a part of the Project Management Consultancy (PMC), the Consultant shall assist R&BD during implementation of project in respect of Quality Control & Technical Audit of the works in accordance with the objectives detailed below.”	We consider that Quality Control is the responsibility of the Contractor and along with R&BD/PIU PMC shall assist in Quality Assurance and Technical Audit of rehabilitation works. Please clarify the desired intent.	PMS shall do QA / TA for packages of rehabilitation works not included in packages in widening and strengthening (W & S) works.
44	Section 7 – Terms of Reference Annexure-VI, TOR for Preparation of Gujarat Safer Corridor Demonstration Program under GSHP-II. Page No. Observation : It is understood that the Annexure has been provided for the knowledge and understanding of Safer Corridor Demonstration Program to the bidders.	Kindly elaborate on this observation.	TOR is clear
45	Section 8 – Conditions of Contract SCC 42.3 (b) Adjustment of Remuneration. Page No. Observaton : Rf and provided formula appears to be needing compatibility.	Appropriate clarification is requested.	Pls. Refer Sr. No. 18 and 19 of Addendum
46	Section 8 – Conditions of Contract SCC 45.1 (a) Advance Payment. Page No. Observation : The amount of advance payment is 5% of the contract price. The advance payment shall be paid in currency INR. This advance shall be paid after notice to proceed and against the production of unconditional Bank Guarantee in the format given in Appendix-E. Validity of Bank Guarantee shall be 6 months. The amount of advance payment shall be adjusted against the monthly payments due to the consultant and the bank guarantee will be released on full adjustment of advance payment.	We request for consideration of suggested advance payment mechanism for long term project, as being followed in similar funded projects: The following provisions shall apply to the advance payment and the advance payment guarantee: (1) An advance payment of 10% in local currency shall be made within 30 days after the Effective Date. On receipt of advance payment guarantee. The advance payment will be set off by the Client in equal instalments against the statements for the first twelve months of the Services until the advance payment has been fully set off. (2) The advance payment guarantee shall be in the amount and in the currency of the local currency portion of the advance payment.	Pls. Refer Sr. No. 20 of Addendum

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47	Section 8 – Conditions of Contract Model Form I. Page No.	Please confirm applicability/non-applicability of this form.	It is applicable
48	Section 8 – Conditions of Contract 27. Page No. GCC Observation : If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.	Request for purpose and/or applicability of this clause. We feel this should be deleted to avoid any ambiguity.	Not acceptable
49	Section 8 – Conditions of Contract 35.1 (a) through (g). Page No. SCC Observation : Deleted.	For fair treatment, it seems the same need to be continued, rather than deleting the assistance. Expatriates being part of the team will certainly need such a support from the Employer. Please do consider retaining the same with some changes also.	Pls. Refer Sr. No. 21 of Addendum
50	Section 8 – Conditions of Contract Annexure II. Page No. Illustration	Illustration and foot note seems to be providing some ambiguity. How it will operate may please be elaborated.	Pls. Refer Cl. 33 of S.C.C. and Sr. No. 17 of Addendum
51	E. DATA SHEET - B. Preparation of Proposal – 14.1.1 / Page No.23 of 140 "Short listed Consultant may associate with non-shortlisted Consultants- No.	It is requested to consider Association with non shortlisted Consultants by the short listed Consultants to enhance expertise for the assignment.	No
52	E. DATA SHEET - C. Submission, Opening and Evaluation – 21.1 / Page No.25 4) Experience in region and language: i) Experience in similar projects in similar regions – 5% ii) Proficiency in Hindi of Gujarati. – 5 %	i. We request the department to kindly clarify if region includes any specific region or entire India. ii. We understand that entire 5% marks would be awarded for candidates having proficiency in either Hindi or Gujarati.	i. Please refer Sr. No. 21 herein ii. The clause is self explanatory
53	Clause.9 – Staffing, Sub Clause.1 – Required Qualification & Experience of Key Personnel: Duties & Qualification / Experience of Key Personnel of Terms of Reference / Page No. 69 & 79.	The requirement for experience of 2 year on projects incorporating FIDIC 2010 Conditions of Contract for the position of Team Leader cum Infrastructure Expert & Deputy Team Leader. One of the project packages on the website did not use FIDIC 2010, and more over FIDIC2010 was only issued or incorporated in the mid-2010 and it has to be get implemented into tender documents, yet many contracts are under way with FIDIC 2010 around the world. So it is a quite intricate & restrictive requirement to find a key professional with hands on projects following FIDIC 2010 Conditions of Contract. Henceforth, we request the Client to kindly remove the requirement for experience of working for 2 year on projects incorporating FIDIC 2010 Conditions of Contract for the positions of Team Leader cum Infrastructure Expert & Deputy Team Leader.	ToR prevails

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54	E. DATA SHEET - C. Submission, Opening and Evaluation – 17.7 / Page No.24 of 140 The Proposals must be submitted no later than: Date:17/02/2014	As the time between the two projects <i>Road Sector Policy &amp; Institutional Development studies, Planning &amp; Implementation Assistance (Package – I) Second Gujarat State Highway Project (GSHP-II)</i> and the current project submission date is only one week, we request you to extend the time to submit our proposal by another Two Weeks from the date of issue of clarifications so as to enable us to submit a competitive proposal to the Client “Governor of Gujarat, Represented by the Principal Secretary R&B Department, Gandhinagar”.	Please refer Sr. No. 16 herein
55	SECTION 7 - TERMS OF REFERENCE Section-II - Detailed Scope of Consultancy Required Qualification and Experience of Key Personnel - Duties and Qualification/Experience of Key Personnel Clause.9 – Staffing, Sub Clause.1 – Required Qualification & Experience of Key Personnel: Duties & Qualification / Experience of Key Personnel of Terms of Reference / Page No. 69. Team Leader cum Infrastructure Expert	Team Leader cum Infrastructure Expert – Qualification and Experience 1) Kindly consider minimum qualification as Graduate in Civil Engineering. Desirable/preferable qualification may be Post Graduate in Civil Engineering/ Management. 2) It is extremely complex to find professionals with 2 years in projects incorporating the FIDIC 2010 Conditions of Contract. 3) Specify No of years of experience in developed Countries and in developing countries. 4) We request you to kindly minimize the experience as Team Leader or in similar capacity on at least two Project Management works of major road projects of Two- laning/four laning/expressway costing more than US\$ 100 Million or at least 100 km length of the project.(which includes at least 75 km of w&s works and 25 kms of strengthening works)	ToR prevails
56	SECTION 7 - TERMS OF REFERENCE Section-II - Detailed Scope of Consultancy Required Qualification and Experience of Key Personnel - Duties and Qualification/Experience of Key Personnel Clause.9 – Staffing, Sub Clause.1 – Required Qualification & Experience of Key Personnel: Duties & Qualification / Experience of Key Personnel of Terms of Reference / Page No. 69 & 70. Deputy Team Leader – Qualification and Experience	Deputy Team Leader – Qualification and Experience 1) Kindly consider minimum qualification as Graduate in Civil Engineering. Desirable/preferable qualification may be Post Graduate in Civil Engineering. 2) It is extremely complex to find professionals with hands on projects incorporating the FIDIC 2010 Conditions of Contract.	ToR prevails
57	SECTION 7 - TERMS OF REFERENCE Section-II - Detailed Scope of Consultancy Required Qualification and Experience of Key Personnel - Duties and Qualification/Experience of Key Personnel Clause.9 – Staffing, Sub Clause.1 – Required Qualification & Experience of Key Personnel: Duties & Qualification / Experience of Key Personnel of Terms of Reference / Page No. 70. Senior Highway Engineer and Project Planning expert. – Qualification and Experience	Senior Highway Engineer and Project Planning expert. – Qualification and Experience 1) May please consider minimum qualification as Graduate in Civil Engineer. Desirable/preferable qualification may be Post Graduate in Geo-tech Engineering. 2) "Knowledge of pavement design is essential, may be considered as desirable 3) Preferably two years of experience in rigid pavement and concrete mix designs 4) Handled at least 2 similar highway projects costing not less than US\$ 30 Million as Material Engineer/ Geo- technical Engineer.	ToR prevails
58	SECTION 7 - TERMS OF REFERENCE Section-II - Detailed Scope of Consultancy Required Qualification and Experience of Key Personnel - Duties and Qualification/Experience of Key Personnel Clause.9 – Staffing, Sub Clause.1 – Required Qualification & Experience of Key Personnel: Duties & Qualification / Experience of Key Personnel of Terms of Reference / Page No. 72. Procurement cum Contract Management expert (including PPP project). – Qualification and Experience	Procurement cum Contract Management expert (including PPP project). – Qualification and Experience 1) Kindly consider minimum qualification as Graduate in Civil Engineer. Desirable/preferable qualification may be Post Graduate in Civil Engineering / PGD in Project Management or Business Management. 2) He shall have knowledge and experience of management of various types of contracts like item rate, BOT/DBFOT/DBFOM/O&M/PPP type contracts. 3) He shall have 3 years minimum experience on PPP projects.	ToR prevails

Sr. No.	Clause No.	Gist of the Query	Response
59	SECTION 7 - TERMS OF REFERENCE Section-II - Detailed Scope of Consultancy Required Qualification and Experience of Key Personnel - Duties and Qualification/Experience of Key Personnel Clause.9 – Staffing, Sub Clause.1 – Required Qualification & Experience of Key Personnel: Duties & Qualification / Experience of Key Personnel of Terms of Reference / Page No. 72. Public Sector(India) “Domain Expert” - IDAP / GAAP coordinator – Qualification and Experience	Public Sector(India) “Domain Expert” - IDAP / GAAP coordinator – Qualification and Experience 1) He shall have 7 years minimum experience of professional experience	ToR prevails
60	SECTION 7 - TERMS OF REFERENCE Section-II - Detailed Scope of Consultancy Required Qualification and Experience of Key Personnel - Duties and Qualification/Experience of Key Personnel Clause.9 – Staffing, Sub Clause.1 – Required Qualification & Experience of Key Personnel: Duties & Qualification / Experience of Key Personnel of Terms of Reference / Page No. 73. Legal expert (Civil Contract and Consultancy Agreement) – Qualification and Experience	Legal expert (Civil Contract and Consultancy Agreement) – Qualification and Experience 1) Kindly consider Graduate qualifications in Law, desirable with additional specialization in Corporate Law and Legislative drafting. 2) He shall have 7 years minimum experience of professional experience 3) Preferable experience as legal expert in PPP projects.	ToR prevails
61	SECTION 7 - TERMS OF REFERENCE Section-II - Detailed Scope of Consultancy Required Qualification and Experience of Key Personnel - Duties and Qualification/Experience of Key Personnel Clause.9 – Staffing, Sub Clause.1 – Required Qualification & Experience of Key Personnel: Duties & Qualification / Experience of Key Personnel of Terms of Reference / Page No. 74. IT Expert – Qualification and Experience	IT Expert – <i>Qualification and Experience 1) May also consider M.Sc. (Computers) / MCA.</i>	ToR prevails
62	SECTION 7 - TERMS OF REFERENCE Section-II - Detailed Scope of Consultancy Required Qualification and Experience of Key Personnel - Duties and Qualification/Experience of Key Personnel Clause.10 – Data, Services, and Facilities to be Provided by the Employer of Terms of Reference / Page No. 75. The Consultant will be responsible for making his own arrangements for all his accommodation (including the office of the Team Leader and associated staff stationed in Bangalore and his site staff).	We understand that the arrangement for accommodation including TL office & site office will be stationed at Gandhinagar, Gujarat.	Please refer Sr. No. 12 herein.
63	SECTION 7 - TERMS OF REFERENCE Section-II - Detailed Scope of Consultancy Required Qualification and Experience of Key Personnel - Duties and Qualification/Experience of Key Personnel E. DATA SHEET - C. Submission, Opening and Evaluation – 17.7 / Page No.24 of 140 The Proposals must be submitted no later than: Date:17/02/2014 Time12:00 Hours (IST)	As the time between the two projects <i>Road Sector Policy &amp; Institutional Development studies, Planning &amp; Implementation Assistance (Package – I) Second Gujarat State Highway Project (GSHP-II) and the current project submission date is only one week, we request you to extend the time to submit our proposal by another Two Weeks from the date of issue of clarifications so as to enable us to submit a competitive proposal to the Client “Governor of Gujarat, Represented by the Principal Secretary R&amp;B Department, Gandhinagar”.</i>	Please refer Sr. No. 16 herein

**(Superintending Engineer)**  
Project Implementation Unit,  
Gandhinagar