

AMARAVATI DEVELOPMENT CORPORATION LIMITED

Name of Assignment: Appointment of Consultancy services as Authority Engineer for providing supervision of Pre-Engineering, Design Engineering and Project Management services for 6 lane Cable-stayed Iconic Bridge over river Krishna connecting AP New Capital City "Amaravati" with Pavitrasangamam in Andhra Pradesh State, India (Approximate Length: 3.2Km) **Pre-bid Conference Meeting held on date 03-05-2018.**

REPLIES TO PRE-BID QUERIES & SUGGESTIONS RECEIVED FROM FIRMS

Sl. No.	Ref. Clause & Page No.	Content / Statement in the RFP document	Query / Suggestion	Reply from ADCL
1	Para 21.1 of Section 2, Instructions to Bidders (E. Data Sheet) on page 55 and 56		We believe, for JV / Consortium, the stated five qualification criteria has to be achieved jointly by the members of JV / Consortium. Each member, including the 1st Partner (Lead member) must not necessarily achieve all the criteria individually	It is clarified that JV / Consortium members achieve all the criteria specified either Individually or combined
2	Clause 16.2 (on page no. 53) of Section-2: ITC; and clause 42.3 on page 191 of the RFP of Special Conditions of Contract	"A Price adjustment provision applies to remuneration rates: No." No price adjustment on the remuneration as well as on reimbursable expenses	The duration of assignment for the AE services is 24 months. Hence, we request you to consider price adjustment @ 8% per annum on all items of contract (i.e. on the remuneration as well as on reimbursable expenses) as the duration of the project is more than 18 months	RFP Condition shall prevail.
		"Price Adjustment on the remuneration does not apply"	Price adjustment is requested with yearly escalation. Please include yearly escalation on consultant invoice.	
3	Clause 45.1 (a) on page 142 of the RFP of Special Conditions of Contract	No advance shall be paid	We request to pay an interest free advance payment of 10% of the contract price in proportion to the quoted Indian currency (INR) within 60 days after receipt and verification of advance payment bank guarantee. The advance payment will be set off by the Client in equal instalments against the statements for the first 12 months of the Service until the advance payment has been fully set off	RFP Condition shall prevail.

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4	<p>Clause 9: Performance Security (on page 134) under scope of works of Section 7-ToR</p>	<p>"The performance security shall be fully or partially encashed in any case of unsatisfactory performance of Consultant, including but not limited to: Recovery of Rs. 10,000/- or 0.5% of the monthly amount (whichever is higher) payable in case of inordinate delays in certification of IPC. Recovery of Rs. 20,000/- per instance in case of failure to submit quarterly report on the variations likely to take place in the next quarter. Recovery of Rs. 10,000 per day per key staff for non-availability of key staff for more than 10 days. Recovery of 25% of remuneration of staff (per each turnover per each staff) in case of excessive key staff turnover more than one. In addition, the Client may apply other remedies including withholding monthly payments to Consultant</p>	<p>We request you delete the provisions of recovering penalties from the Performance Security. However recover of penalties, if any, due to unsatisfactory performance of the Consultant for the aforementioned reasons should be from the monthly invoices or payment through Cheque or demand draft whatever is acceptable to ADCL. Please consider and confirm. Levying penalty on the Consultants for delay in certification of IPC seems unfair as generally the Contractor never submits the Progress Payment statement with all the requisite details as per the provisions of the Contract. Even otherwise minimum 15 days' time is required for verification and certification of IPC's. Hence, it is requested to delete the provision of penalty of Rs. 10,000/- or 0.5% of the monthly amount payable to the Consultants and also to provide minimum 15 days' time period for certification of IPC. Please consider and confirm. It is requested that the recovery in case of non-availability should be done from the Consultants Invoice only if any of the Key staff is not available for more than 10 days in a stretch beyond approved leave and the Consultants explanation for the said absence is not approved by ADCL. Please consider and confirm. The proposed recovery of 25% of remuneration of staff (per each turnover per each staff) in case of more than one turnover is very high. It is request to revise the one time recovery of 25% to 10% of remuneration for more than two replacements for a particular position. Please consider and confirm. The penalty for failure to submit a report on likely variations in the next quarter should be excused as the variations may be due to unforeseen events which cannot be predicted by the Supervision Consultants. Hence</p>	<p>It is clarified that Recover of Penalties shall prevail as per RFP conditions; but recover of penalties shall be from the monthly invoices. For further details <u>Refer Corrigendum -1</u></p>
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			the penalty @ Rs. 20,000/- per instance shall be waived off. Please consider and confirm.	
5	Clause 8 of Section on page no. 132-134 of Section 7- Terms of Reference	Staffing requirement for support staff: Procurement Expert	Staffing requirement for support staff wherein position of Procurement Expert, we propose to consider one position of Jr. Quantity Surveyor in lieu of Procurement Expert	<u>Refer</u> <u>Corrigendum</u> <u>-1</u>
6	Clause 14.1 on page 188 of the RFP of Special Conditions of Contract	"Expiration of Contract - The time period shall be: 24 months Construction period".	Whereas as per clause 8 of Section on page no. 132-134 of Section 7- Terms of Reference in Intermittent inputs for some of the Key Personnel Experts is proposed during DLP for 12 months. In case the input of Key personnel is proposed during DLP then the Contract duration as per clause 14.1 needs to be amended and accordingly provision for support staff and other facilities such as office, transportation etc. also needs to be considered in support of the Key Experts input to perform his duties	<u>Refer</u> <u>Corrigendum</u> <u>-1</u>
7	Clause 14.1 on page 188 of the RFP of Special Conditions of Contract	"Expiration of Contract - The time period shall be: 24 months Construction period".	For corresponding Civil Works, we believe the construction period is 24 months and DLP 36 months. Please confirm.	<u>Refer</u> <u>Corrigendum</u> <u>-1</u>
8	Clause 8 of Section on page no. 132-134 of Section 7- Terms of Reference	Position of Team Leader cum Senior Bridge Engineer input during Design Review and Construction period.	As per clause 21.1 of Section 2 Instruction to Consultants on page 59-62, two positions of Team Leader are shown viz. one during design supervision phase and another during construction supervision phase. Please clarify. We suggest to keep the Position of Team Leader with intermittent input of 3 month, 6 months and 6 months in Design Review phase, Construction phase, and DLP respectively with the given experience and qualifications. And increase the input Senior Resident Engineer cum Structural / Bridge	<u>Refer</u> <u>Corrigendum</u> <u>-1</u> for amended Reporting requirements and time schedules for deliverables.

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			Engineer of full 24 months during design and construction instead of 18 months.	
			15 years continuous support from consultants as per tender document which was very difficult to maintain	
9	Clause 21.1 of Section 2 Instruction to Consultants on page 59-62,	Position of Senior Project Manager input during Defects Liability Period (DLP)	Moreover during DLP period one another position of "Senior Project Manager" position is shown for which there is provision of input during DLP as per clause 8. Please clarify	<u>Refer Corrigendum -1</u>
			Maintain key project engineer for 60 months. Please make it to 24 months.	
10	Clause 8 of Section on page no. 132-134 of Section 7- Terms of Reference	Qualification of technical support staff positions viz. Survey Engineer, Site Engineers	The qualification of technical support staff positions viz. Survey Engineer, Site Engineers (3 nos) is Graduate in Civil Engineering with minimum 10 years relevant Experience. It is requested to consider qualification for these technical support staffs as Graduate in Civil Engineering with minimum 5/6 years relevant Experience or Diploma in Civil Engineer with minimum 10 years relevant Experience	<u>Refer Corrigendum -1</u>
11	Clause 8 of Section on page no. 138 of Section 7- Terms of Reference	Experience for Geo-Technical Expert positions	Experience for Geo-Technical Expert positions is mentioned as "Minimum 15 years experience of working on Cable stayed and long span conventional bridges (Road / Rivers) / Ports / Roads etc."Whereas under pare 21.1 (4) on page 60, for the same position, 'experience of working on long span conventional bridges (Road / River) / Port / Roads etc.' is mentioned. It will be difficult to find a person having 15 years experience of working on cable stayed bridge and moreover it is opined that experience of cable stayed bridge is may not be necessary for this position. Hence it is requested to eliminate the cable stayed bridge experience for the said position please.	RFP condition shall prevail
12	FORM TECH-2 and ITC – Data sheet Clause 21.1 of Section 2	List of previous similar assignments	list of previous similar assignments successfully completed in last 10 years is required to be included in the proposal whereas as per clause 21.1 of Section 2 the same is to be included for 15 years. Please clarify.	<u>Refer Corrigendum -1</u>

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13	Form FIN-4	Breakdown of Reimbursable expenses	We understand that the reimbursable expenses as per Form FIN-4 Breakdown of Reimbursable expenses and as per clause 16.1 (on page 53) of RFP shall be paid at the fixed cost basis quoted by the Consultant. Please consider and clarify.	Reimbursable expenses shall be paid at the fixed cost basis quoted by the firm upon submission of "proof of expenditure".
14	Clause 16.2 (on page no. 53) of Section-2: ITC; and clause 42.3 on page 191 of the RFP of Special Conditions of Contract	Price adjustment on Remuneration	If Consultancy Period is extended beyond the stipulated period, the Consultant should be given opportunity to enhance rate after mutual agreement. Please consider and confirm.	RFP condition shall prevail. Further it is clarified that Rate enhancement shall not be allowed during contract period or its extension.
15	Clause 9: Performance Security (on page 134) under scope of works of Section 7-ToR	Performance security	The requirement of performance security for an amount of 5% of the Contract Value is on higher side. Bank Guarantee for an amount of 2.5% of the Contract Value is a trend. Hence it is requested to make it 2.5% please. We request the client to reduce the Performance Security from 5% to 2.5% in line with the NHAI / MoRTH projects.	<u>Refer Corrigendum -1</u>
16	P14 Point 18 Schedule of Bidding process (Key dates)	Proposal submission End date 17-05-2018	We would request you to kindly extend the Proposal submission date in a way that at least 3 weeks' (21days) time is available after receiving clarification to the pre proposal query. Please consider and confirm Please extend 1 month for submission of bid.	<u>Refer Corrigendum -1</u>
17	P116, Point (vi)	The Consultant shall co-ordinate with various authorities such as APCRDA, Local Authorities, AP Revenue, AP Irrigaation, AP PWD, CWC, etc., for getting lan	The Consultant shall assist the client ACL to co-ordinate with various authorities such as APCRDA, Local Authorities, Revenue, AP Irrigation, AP PWD, etc., for getting land acquisition. However the responsibility for land acquisition shall be of ADCL.	RFP condition shall prevail.

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		acquisition in this regard.		
18	Section 2. Instructions to Consultants - Data Sheet Page No. 55, Cl. 21.1	Financial Capability: Average Annual Turnover of the firm should not be less than INR 75 Cr. from Consultancy contracts for last 3 years.	Considering this as a significant and prestigious project, the Average Annual Turnover of Rs.75 Cr. which is huge. Hence, request you to kindly modify the Average Annual Turnover to Rs.25 crores.	RFP condition shall prevail
19	Page No. 14 Clause No. 15. Proposal Security/ Bid Security / EMD, Request for Proposal Letter	The proposals must be accompanied by Proposal Security of INR 25,00,000/- (Rupees Twenty Five Lakhs Only) in the form of Bank Demand Draft drawn on any Nationalized Bank / Scheduled Bank approved by RBI in India. Proposal Security may be also in the form of an unconditional Bank Guarantee in the prescribed format given in RFP in favour of "C&MD, Amaravati Development Corporation Limited" drawn on Nationalized Bank / Scheduled Bank approved by RBI in India.	As per MoRT&H / PWD tenders, Rs.2,00,000/- towards Bid Security, required always. Hence, requesting you to kindly modify. The sample of MORTH / PWD tender is attached for your reference. For CS/AE/IE projects, NHAI has stopped taking Bid Security as on date, while MORTH takes Rs. 50,000/- as Bid Security. In view of above, the Client is requested to consider an amount of Rs. 100,000/- as Bid Security.	<u>Refer</u> <u>Corrigendum</u> <u>-1</u>
20	Page 55 & 56 Clause No. 21.1 Firms Pre - Qualification Criteria (Stage - I) Consulting Services	As per referred clause, experience in detailed design of atleast 1 cable stayed bridge having span not less than 300 meter in the last 15 years from "Substantially Completed Projects" is	On similar ground, we request you to kindly consider experience of substantially completed project for requirement under as eligible projects - 1) Construction supervision of Cable stayed bridge having cable span not less than 300 meter, 2) Feasibility/Detailed Design of min 01 road bridge of 2.0 km length over sea/creek/river/water body	RFP condition shall prevail

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		considered as eligible project.	3) Construction Supervision of at least 1 road bridge of 2.0 km length over sea/creek/river/water body in last 15 years We would request you to kindly review the same and make necessary amendment.	
21	Page 58 Clause No 21.1 Sr. No. 1(c), (d) Firms Qualification Criteria (Stage - II)	c)Experience in Detailed Design Consultancy i)Total 1 no of road bridge of 2.0 km length over sea/creek/river/water body in last 15 years = 7.0 Marks ii)Total 2 no of road bridge of 2.0 km length over sea/creek/river/water body in last 15 years = 8.5 Marks iii)Total 3 no of road bridge of 2.0 km length over sea/creek/river/water body in last 15 years = 10.0 Marks	We would request you kindly assign maximum marks considering the length of the executed bridge project in relation to the minimum requirement of 2 Km instead of no. of projects executed for i.e. if the firm has experience in Detailed Design for bridge of length equal to 6 Km then the firm shall be eligible for full 10 marks on prorata basis of length of bridge in place of number of bridges executed . We would request you to kindly review the same and make necessary amendment.	RFP condition shall prevail
22	Page 58 Clause No 21.1 Sr. No. 1(c), (d) Firms Qualification Criteria (Stage - II)	d)Experience in construction supervision Consultancy i)Total 1 no of road bridge of 2.0 km length over sea/creek/river/water body in last 15 years = 7.0 Marks ii)Total 2 no of road bridge of 2.0 km length over sea/creek/river/water body in last 15 years = 8.5 Marks iii)Total 3 no of road bridge of 2.0 km length over sea/creek/river/water body in last 15 years = 10.0 Mark	We would request you kindly assign maximum marks considering the length of the executed bridge project in relation to the minimum requirement of 2 Km instead of no. of projects executed for i.e. if the firm has experience in construction supervision consultancy for bridge of length equal to 6 Km then the firm shall be eligible for full 10 marks on prorata basis of length of bridge in place of number of bridges executed . We would request you to kindly review the same and make necessary amendment.	RFP condition shall prevail

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23	Page No. 13 Clause No. 13 RFP Document Fee, Request for Proposal Letter Consulting Services	RFP document fee of Rs. 50,000/- (Rupees Fifty Thousand Only, non-refundable) must be paid online (ECS / RTGS / NEFT) and Receipt of the same should be provided to ADCL. Payment can also be done in the form of Demand Draft in favour of "C&MD, Amaravati Development Corporation Limited" payable at "Vijayawada" in Andhra Pradesh. Non-submission of the requisite document fee shall lead to summarily rejection of the proposal.	As per MoRT&H / PWD tenders, Rs.10,000/- towards RFP Document Fee, required always. Hence, requesting you to kindly modify. The sample of MORTH / PWD tender is attached for your reference. As on date NHAI/MORTH proposals desire for a payment of Rs. 5,000/- towards document fee. In line with that and to collate with normal industry practice we request ADCL to consider a rational fee of Rs. 5,000/- towards purchase of RFP document.	<u>Refer</u> <u>Corrigendum</u> <u>-1</u>
24	ITC- Data Sheet, Clause 6.3.1, page 48	As per this Clause, "Debarred firms and individuals: by Government of India, Government of Indian states and Union Territories, PSUs and Local bodies, NHAI, MORT&H, Domestic Financial Institutions in India and the World Bank."	It is hereby requested to modify this clause as per the prevailing RFPs of NHAI / MoRTH / NHIDCL which is presented as under: "Any entity which has been barred by the Ministry of Road Transport and Highways (MORTH) or its implementing agencies, State Governments for the works of Expressways, National Highways, ISC and EI Works and the bar subsists as on the date of application, would not be eligible to submit the bid, either individually or as a member of a Joint Venture". Removal of World Bank blacklist.	<u>Refer</u> <u>Corrigendum</u> <u>-1</u>
25	ITC 21.1 Page No.59	Eligibility criteria for key positions.	We understand the eligibility criteria for each of the key positions as stated is the minimum eligibility criteria. We request to please specify the criteria for gradation of scores.	<u>Refer</u> <u>Addendum-1</u>
26	ITC 21.1 Page No.58	Approach & Methodology and Work Plan.	Similar to key positions eligibility criteria, the gradation of marks in	<u>Refer</u> <u>Addendum-1</u>


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			Approach & Methodology and Work Plan	
27	ITC 21.1 Page No.61	Consultant's key designer is required to monitor the bridge construction activities periodically for mini 6 man-months, during construction supervision.	We understand that the required man-month is beyond the specified man-month in the clause 8.0 of TOR.	<u>Refer</u> <u>Corrigendum</u> <u>-1</u>
28	ITC 21.1 Page No.59-64; TOR Clause 8.0 Page No.133-134; Clause 10.0 A, Page No.136-140; Clause 10.0B Page No.140-141	Consultant's key designer is required to monitor the bridge construction activities periodically for mini 6 man-months, during construction supervision.	There is mis-match between the key positions and man-month required. Please clarify which one to be followed.	<u>Refer</u> <u>Corrigendum</u> <u>-1</u>
29	TOR Clause 8.0 Page No.132	The man-month indicated for each key professional is minimum required; however as per requirement/site conditions, ADCL may instruct the Consultant to increase the man-month input of these key professionals at no extra cost, if deemed necessary for proper execution of consultancy services.	We understand the extra manhour will be paid as per rate quoted by the consultant in financial proposal. Please confirm.	It is Clarified that No extra cost shall be paid for deemed services for proper execution of consulting services.
30	TOR Clause 10.0 Page No.136	Team Composition	SI No.7 is missing in the table. Please confirm.	Clarified that it is a typographical error only.

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