



Bihar State Road Development Corporation Limited

(A Government of Bihar Undertaking)

Regd. Office: RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna-800014
Tel: 0612-2226711 Fax: 0612-2226723, email-bsrdcltd@gmail.com, www.bsrcl.bih.nic.in

Addendum-1

Addendum-1 for RFP-cum-RFQ for Selection of Transaction Adviser

As per NIT No.- BSRDCL-903/2012/1882	As Per Clarification
RFP for Projects: 1. Development of North-South Express Corridor [Connecting Tajpur-NH 28 -Bithauli (Atharbel) – Jale – Pupri – Jaleswar section up to Indo-Nepal Border. (4-Lane, Length : 115 km)] 2. Development of Corridor through Vaishali [Connecting Hajrat – Jandaha-Panapur-Mahua-Lalgunj-Vaishali. (4-Lane, Length : 65 km)] 3. Development of Six Lane Suspension Cable Green Field Bridge over river Ganga from Kacchi Dargah on NH-30 to Bidupur in Dist Vaishali on NH-103. (Length : 4.00 km bridge in two stretch along with 16 km approach road)	<p>1. Submit as per REVISED RFP for Development of North-South Express Corridor [Connecting Tajpur-NH 28 -Bithauli (Atharbel) – Jale – Pupri – Jaleswar section up to Indo-Nepal Border. (4-Lane, Length : 115 km)] - The revised RFP is null and void and the revised RFP has been in BSRDCL website uploaded in-lieu of old RFP</p> <p>2. Submit as per REVISED RFP for Development of Corridor through Vaishali [Connecting Hajrat – Jandaha-Panapur-Mahua-Lalgunj-Vaishali. (4-Lane, Length : 65 km)] - The revised RFP is null and void and the revised RFP has been uploaded in BSRDCL website in-lieu of old RFP</p> <p>3. Submit as per REVISED RFP for Development of Six Lane Suspension Cable Green Field Bridge over river Ganga from Kacchi Dargah on NH-30 to Bidupur in Dist Vaishali on NH-103. (Length : 4.00 km bridge in two stretch along with 16 km approach road) - The revised RFP is null and void and the revised RFP has been uploaded in BSRDCL website in-lieu of old RFP</p>

Note: The original RFP is null and void and the revised RFP has been uploaded in BSRDCL website in-lieu of original RFP. Please see BSRDCL TENDERS (www.bsrcl.bih.nic.in) for downloading the REVISED RFP.

Sd/-

Chief General Manager
Bihar State Road Development Corporation Limited
RCD Central Mechanical Workshop Campus,
Near Airport, Sheikhpura,
Patna-800014
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Website:- www.bsrcl.bih.nic.in

CLARIFICATION REGARDING PRE-BID MEETING HELD ON 24.08.2012- RFP STAGE

Sl. No	Bidders Queries	BSRDCL Response										
1.	<p>Clause No. 2.1.7 as per RFP Key Personnel</p> <p>The Consultant’s team (the “Consultancy Team”) shall consist of the following key personnel (the “Key Personnel”) and managerial/support staff (the “Support Personnel”) who shall discharge their respective responsibilities as specified below:</p> <table border="1" data-bbox="170 397 1372 2091"> <thead> <tr> <th data-bbox="170 397 393 451">Key Personnel</th> <th data-bbox="393 397 1372 451">Responsibilities</th> </tr> </thead> <tbody> <tr> <td data-bbox="170 451 393 994">Project Development and PPP Specialist cum Team Leader</td> <td data-bbox="393 451 1372 994"> <ul style="list-style-type: none"> - A very important decision making position in the Firm. 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Key Personnel	Responsibilities											
Project Development and PPP Specialist cum Team Leader	<ul style="list-style-type: none"> - A very important decision making position in the Firm. He will coordinate all the activities and will have the overall responsibility for the services under the Terms of Reference. - Expedite project development and structuring - Advice participating ULBs on project, development - To be deleted - project structuring and project management - Ensure project appraisal (technical, financial, economic, environmental, social and institutional) - Procure consultants for project, Monitor the implementation of projects and take corrective action for timely implementation - Conduct financial analysis of projects using financial tools such as FIRR, FNPV etc. - Identify feasibility and viability of projects based on financial tools 											
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		<p>written approval of the authority.</p> <ul style="list-style-type: none"> - Financial structuring of infrastructure projects, Model preparation, Risk analysis - Identify financial costs and benefits - Conduct financial analysis of finances of implementing agencies/ULBs - Prepare financial improvement action plan, if required - Identify the implications of contract terms, especially potential problem areas such as payment mechanisms 	
	Legal Expert	<ul style="list-style-type: none"> - Preparation of Contracts documents - Contract negotiation - Successful project closure 	
	Support Personnel	Responsibilities	
	Highway Engineer	<ul style="list-style-type: none"> - Supervising the works of highway - He shall also inspect the pavement rehabilitation and repair works 	
	Bridge Engineer	<ul style="list-style-type: none"> - Checking the designs of bridges, ROB, interchanges and any other structure to be constructed in the Project highway. - Review the rehabilitation measures for existing structures based on site condition and structural requirement basis. - Expert in computer aided design methods for Civil/Structural Engineering with particular reference to Structural design. 	
	Survey Engineer	<ul style="list-style-type: none"> - Preparation of highway project estimates. - Preparation of Bill of Quantities/estimates for major highway/ bridge projects 	
	Environmental Expert	<ul style="list-style-type: none"> - Experience in MOEF guidelines/requirements for mitigation measures. - Conversant with R&R. - Able to obtain MOEF clearance on EIA/SEIAA from GOI. 	
	Social Expert	<ul style="list-style-type: none"> - Experience in mitigation measures. - Conversant with R&R. 	

2.	<p>Clause No. 2.2 as per RFP Conditions of Eligibility of Applicants</p> <p>2.22. (C) Conditions of Eligibility for Key Personnel & Support Personnel: Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:</p>			
	Key Personnel	Educational Qualification	Length of the Professional experience	Experience on Eligible Assignments
	Project Development and PPP Expert cum Team Leader	Civil Engineer with MBA Post Graduation will be Preferable	15 years	<ul style="list-style-type: none"> - Minimum 10 years' experience in managing PPP projects. - Project development on PPP basis including familiarity with project agreements, tendering arrangements, project structuring, risk management and successful project implementation of at least 2 infrastructure projects on PPP. - Highway/Bridge Projects experience would be preferred - Should be worked with the current

AS PER REVISED RFP

			employer on a regular/ permanent full-time basis continuously for the last 12 months
Senior Bridge Engineer cum Dy. Team Leader (To be added)	Post-Graduation (M.Tech) in Civil Engineering.	25 years	<ul style="list-style-type: none"> - Minimum 20 years of professional experience of long span bridges across perennial rivers for (feasibility study, DPR, designing & planning, proof checking and tender documentation) road/ highway/railway projects and at least 10 years of experience of working as Team leader. - Professional experience in design of at least two numbers of steel, concrete, PSC, Composite bridges having individual bridge span more than 100m across perennial river in high seismic zone with deep foundation Road/Railway bridges would be preferred.
Senior Hydrologist (To be added)	Masters in Civil Engineering with specialization in Hydrology/ Water Resource Engineering	20 years	<ul style="list-style-type: none"> - Minimum 15 years of professional experience in related fields, of similar type large river bridges. - Experience of optimization of span arrangement and configuration of bridge based on hydrological study for effecting economy. - Experience in river model study (physical model), design & planning of river protection work which form part of feasibility/ DPR study of such projects .
Financial Expert	MBA/ CA/ CFA or equivalent	7 years	<ul style="list-style-type: none"> - Financial structuring of infrastructure projects, Model preparation, Risk analysis of at least 2 infrastructure projects on PPP. - Should be worked with the current employer on a regular /permanent full-time basis continuously for the last 12 months
Legal Expert	Law Graduatee	5 years	<ul style="list-style-type: none"> - Preparation of Contracts documents, Contract negotiation and successful project closure of at least 2 PPP projects. - Should be worked with the current employer on a regular/permanent full-time basis continuously for the last 12 months
Support Personnel	Educational Qualification	Length of the Professional experience	Experience on Eligible Assignments
Highway Engineer	Graduate Civil Engineer	3 years	He should have handled at least 1 road project.
Bridge Engineer	Graduate Civil	3 years	He should have handled at least 1 major bridge project.

		Engineer			
	Survey Engineer	Diploma/ Graduate Civil Engineer	7 years For Diploma/ 3 Years for Graduate	<p>Experience in the field of surveying out of which 1 year should be for highway projects.</p> <p>He should have involved in atleast 1 similar highway/bridge projects..</p> <p>This position requires thorough understanding of modern computer based method of surveying with total station digital level etc.</p> <p>Experience in preparation of highway/bridge project estimates.</p> <p>Experience in Preparation of Bill of Quantities/ estimates for major highway/bridge projects</p>	
	Environmental Expert	Post Graduate	5 Years	<p>He should have at least 5 years' experience out of which 2 years in highway projects.</p> <p>He should have experience in MOEF guidelines/ requirements for mitigation measures.</p> <p>He should be conversant with R&R.</p> <p>He should have been able to obtain MOEF clearance on EIA/SIA from GOI.</p> <p>Should have worked in at least one project for minimum for 2 year in R&R.</p>	
	Social Expert	Post Graduate	5 Years	<p>He should have experience in mitigation measures.</p> <p>He should be conversant with R&R.</p> <p>He Should have worked in at least 1 project for minimum for 2 years in R&R.</p>	
3.	<p>Clause No. 3 as per RFP CRITERIA FOR EVALUATION</p> <p>3.1 Evaluation of Technical Proposals</p> <p>3.1.3 The scoring criteria to be used for evaluation shall be as follows.</p> <p>In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience and key personnel. Only those Applicants whose Technical Proposals score 75 marks or more out of 100 shall qualify for further consideration.</p>				AS PER REVISED RFP
	Sl. No	Criteria	Weightage (percentage)		
	1.	Project Development Experience / Transaction Advisory of PPP Projects with respect to infrastructure projects of roads, bridges and high ways in India. (para 2.2.2 A(i))	20		

	2.	Experience in Infrastructure Projects relating to roads, bridges and high ways in India/Abroad. Consultant/Applicant organization should have carried out design of bridges having one or more spans of length more than 100m involving Liquefaction studies, Seismic Design studies, Dynamic Analysis, Well or Pile foundation (total length of bridge excluding approach qualifying this criteria shall not be less than 1000 m) with guide bund/protection work of minimum length 1000m on each bank of bridge. (To be added)	20	For every Rs. 500 Cr. of project for single project (500 Cr.)	
	3.	Project Development Experience/Transaction Advisory of PPP Projects with respect to infrastructure projects (excluding roads, bridges and high ways) in India. (para 2.2.2 A(i))	10	For every Rs. 100 Cr. project i.e. for P	
	4.	Transaction Advisory of PPP Projects with respect to infrastructure projects in Bihar.	10	Project Cost for completed marks for single	
	4.	Relevant Experience of the Key Personnel			
	4 (a)	Project Development of PPP Expert cum Team Leader			
	4 (b)	Senior Bridge Engineer cum Dy. Team Leader	10		
	4 (c)	Senior Hydrologist	5.0		
	4 (d)	Financial Expert	7.5		
	4 (e)	Legal Expert	7.5		
		Grand Total	100		
		Grand Total	100		
4.	Clause as per RFP General Limited Liability Comment/Clarifications required We suggest to kindly include the Limited Liability clause as stated below: "Notwithstanding anything contained in this Agreement, the aggregate liability of the selected consultant in connection with the services to be performed hereunder, shall in no event exceed the contract price. The selected consultant shall only be liable for the direct damages or loss arising out this agreement or otherwise from its services and not for any indirect or consequential damages			AS PER REVISED RFP	
5.	Clause No. 2.26 as per Clause RFP Indemnity The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, or an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services. Comment/Clarifications required We suggest that the amount should be equal to value of agreement.			AS PER REVISED RFP	
6.	Clause No. 2.1.7 as per RFP –Key Personnel Responsibilities: Project Development and PPP Specialist cum Team Leader			AS PER REVISED RFP	

	<p>Advice participating ULBs on project, development</p> <p>Responsibilities: Financial Expert</p> <p>Conduct financial analysis of finances of implementing agencies/ ULBs</p> <p>Prepare financial improvement action plan, if required</p> <p>Identify the implications of contract terms, especially potential problem areas such as payment mechanisms</p> <p><u>Comment/Clarifications required</u></p> <p>As discussed in the Pre-bid meeting, these points will be deleted.</p>	
7.	<p>Clause No. 2.1.7 as per RFP –Support Personnel</p> <p>Responsibilities: Highway Engineer</p> <p>Supervising the works of highway</p> <p>He shall also inspect the pavement rehabilitation and repair works</p> <p><u>Comment/Clarifications required</u></p> <p>As discussed in the Pre-bid meeting, these points will be deleted.</p>	AS PER REVISED RFP
8.	<p>Clause No. 2.25.2 as per RFP :</p> <p>Replacement of Financial expert</p> <p>The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of the Financial Expert shall only be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the original Financial Expert who is proposed to be substituted.</p> <p><u>Comment/Clarifications required</u></p> <p>As discussed in the Pre-bid meeting, this clause is not in consonance with Clause 5 of the RFP. We request you to delete the same.</p>	AS PER REVISED RFP
9.	<p>Clause No. 3.1 as per RFP (sub point xiii) Scope of Services</p> <p>Assist in Land requisition plan under section 4/6 of LR Act to get actual cost of LA, R&R & EMP</p> <p><u>Comment/Clarifications required</u></p> <p>We request to kindly modify the same with the following: assist in Land requisition plan under section 4/6 of LA Act.</p>	AS PER REVISED RFP
10.	<p>Clause No. 4 as per RFP</p> <p>Deliverables</p> <p>B. Prefeasibility Report</p> <p>Preparation of pre-feasibility/ feasibility including land, traffic survey study report, Preliminary project report, environmental impact assessment report, environmental management plan, land acquisition plan and statutory clearances etc., preparation / Finalization of Draft Concession Agreement (DCA), preparation of EOI/RFQ & advertisement for short listing of Developers including evaluation of proposals.</p> <p><u>Comment/Clarifications required</u></p> <p>As discussed in the pre-bid meeting, the scope of work includes preparation of Techno-Financial</p>	AS PER REVISED RFP

	<p>Feasibility report and bid process management for below stretches:</p> <p>a) [Connecting Tajpur-NH 28 - Bithauli (Atharbel) – Jale – Pupri – Jaleshwar section up to Indo-Nepal Border (4-Lane, Length : 115 km)]</p> <p>b) Development of Corridor through Vaishali [Connecting Hajrat – Jandaha- Panapur-MahuaLalgunj-Vaishali. (4-Lane, Length : 65 km)]</p> <p>c) Development of Six Lane Suspension Cable Greenfield Bridge over river Ganga from Kacchi Dargah on NH-30 to Bidupur in Dist Vaishali on NH-103. (Length : 4.00 km bridge in two stretch along with 16 km approach road)</p> <p>However as per the clause no 9 (a) (pg no 53) we understand that feasibility report is under working condition. Please clarify the same.</p>	
11.	<p>Clause No. 4 as per RFP Deliverables</p> <p>D. Appraisal Report</p> <p>In case the viability gap funding projected in the Appraisal Report exceeds the projection in the Inception Report by more than 10% of the capital costs, a deduction of 5% (five per cent) of the Agreement Value shall be made from the payment due to the Consultant. Such deduction shall be deemed to be mutually agreed genuine pre estimated compensation and damages suffered by the Authority on account of inaccurate projections leading to higher costs.</p> <p>In the event that a viable project does not seem possible, the project may be dropped/abandoned or put on hold by the Authority, the Consultant shall not proceed with the Consultancy and the same shall be terminated with an amount of 10% of the remaining consultancy fee as a compensation, after consultant has been paid for the work done for completed milestones.</p> <p><u>Comment/Clarifications required</u></p> <p>We suggest you to consider the modifications:</p> <p>In case the viability gap funding projected in the Draft PPR exceeds the projection in the Appraisal Report by more than 10% of the capital costs, a deduction of 2% (Two per cent) of the Agreement Value shall be made from the payment due to the Consultant.</p>	AS PER REVISED RFP
12.	<p>D. Evaluation Process: 2.21 Evaluation of Proposals Clause No. 2.21.6 as per RFP</p> <p>Interested applicants may bid for all the 3 (three) Projects separately, but only 1 (one) Project will be awarded to the successful applicant.</p> <p><u>Comment/Clarifications required</u></p> <p>As discussed in the Pre-bid, awarding of multiple projects to one consultant will be considered and RFP will be revised accordingly.</p>	AS PER REVISED RFP
13.	<p>Clause No. 3 (3.1 (i)) as per RFP</p> <p>ToR mentions, assisting the Authority [in the selection of suitable firms as technical and legal consultants and also assisting] in the entire bidding process up to the signing of the concession agreement</p> <p><u>Comment/Clarifications required</u></p> <p>Request you to clarify if the transaction advisor has to assist in selection of technical as well as legal consultants</p>	AS PER REVISED RFP
14.	<p>Clause no 2.2.2 (c) (Pg. no. 17) as per RFP Conditions of Eligibility for Key Personnel & Support Personnel and</p> <p>Clause no 7 (Pg. no. 51-51) Consultancy Team</p> <p>Legal Expert</p> <p>Should be worked with the current employer on a regular /permanent full-time basis continuously</p>	AS PER REVISED RFP

	<p>for the last 12months</p> <p><u>Comment/Clarifications required</u></p> <p>As discussed in the pre-bid meeting, this point will be deleted.</p> <p>We request you to allow the consortium arrangement with the legal firm for providing the services.</p>	
15.	<p>Chapter 3 as per RFP Criteria for Evaluation</p> <p>Clause no 3.1: Evaluation of Technical Proposal</p> <p><u>Comment/Clarifications required</u></p> <p>We request you to consider that, the weightage should be given to the experience of the consortium members (Technical / Legal)</p>	AS PER REVISED RFP
16.	<p>Clause no 3.1.3 as per RFP (Pg. No. 34)</p> <p>The scoring criteria to be used for the evaluation of technical proposal:</p> <p>Point 3: Transaction Advisory of PPP Projects with respect to infrastructure projects in Bihar.</p> <p><u>Comment/Clarifications required</u></p> <p>We request you to consider the below mentioned experience as well:</p> <p>a) Completed / Ongoing Projects in Bihar</p> <p>b) Work done in Bihar vis-à-vis Neighboring states should be considered</p> <p>c) The Project cost of Rs. 150 cr should be reduced to Rs. 75 cr.</p>	AS PER REVISED RFP
17.	<p>Understanding the importance and value of the project, we are trying to tie-up with best of the technical consultant for providing the most efficient consultancy services for the project. Therefore, we request you to kindly extend the proposal submission deadline by at least 15 days.</p>	AS PER REVISED RFP
18.	<p>Clause 1.4, Page No. 10 as per RFP</p> <p>Sale of RFP-cum-RFQ Document</p> <p>RFP-cum-RFQ document 31.07.2012 to 31.08.2012</p> <p><u>Comment/Clarifications required</u></p> <p>At Clause 1.8 Issuance of RFP-cum-RFQ Document mentioned is 13.08.2012 to 15.09.2012, please clarify which date is correct one.</p>	AS PER REVISED RFP
19	<p>Clause 1.4, Page No. 10 as per RFP</p> <p>Sale of RFP-cum-RFQ Document EMD of Rs. 1,00,000/- for each project</p> <p><u>Comment/Clarifications required</u></p> <p>At clause 2.21.6 of RFP-cum-RFQ Document only one project will be awarded to the successful applicant, then please clarify the EMD of Rs. 1,00,000/- for each project.</p>	AS PER REVISED RFP
20	<p>Clause 1.6, Page No. 10-11 as per RFP</p> <p>Brief Description of the Selection Process Stage II Upon..... by the applicant.</p> <p>Success fee quoted therein shall not be final as it has later to be decided between BSRDCL and the Transaction Advisor as to the procedure of charging Success Fee from Private Player and its distribution between BSRDCL and Transaction Advisor in accordance with any circular / notification/ rule of the Govt. Of India of State of Bihar.</p> <p><u>Comment/Clarifications required</u></p> <p>At Appendix –II Financial Proposal, Form -1 (Page-109) mentioned a success fee will be equivalent to the professional fee and same will be recovered from the selected developer(s) and paid to the</p>	AS PER REVISED RFP

	consultant, if the entire project will be bid out successfully. We would like to know the clear stand of authority against the Success fee and its distribution between BSRDCL & TA.	
21	<p>Clause 2.1.5, Page No. 13 as per RFP</p> <p>The duration of agreement shall be two years.</p> <p><u>Comment/Clarifications required</u></p> <p>If for some reason beyond the controlled of TA the activities does not complete in 2 (two) years duration then will the Professional Fee will be revised for time & cost overruns.</p>	AS PER REVISED RFP
22.	<p>2.2.2, Page No. 16 , 2.2.3, Page No. 18 as per RFP</p> <p>Financial Capacity</p> <p>Note:-i- Information by Statutory Auditor.</p> <p><u>Comment/Clarifications required</u></p> <p>Please allow these documents certified by Chartered Accountant.</p>	AS PER REVISED RFP
23.	<p>Clause 2.14.6 & 2.14.7, Page No. 27 as per RFP</p> <p>The proposed team at Form-11 of Appendix-I 2.14.7 An Applicant in Form-12 of Appendix-I. A sub consultant Key Personnel.</p> <p><u>Comment/Clarifications required</u></p> <p>Form-11 & Form-12 are missing in Appendix-I</p>	AS PER REVISED RFP
24..	<p>Clause 2.15.2, Page No. 28 as per RFP</p> <p>ii) The Financial proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under the financial proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.</p> <p>iii) Costs (including break down costs) shall be expressed in INR.</p> <p><u>Comment/Clarifications required</u></p> <p>At Appendix-II Financial Proposal, Form-1, of RFP-cum-RFQ Document. Note: All Fees are excluding the Service Tax</p> <p>Please clarify Fees are Inclusive or Exclusive of Service Tax.</p> <p>Also in this document there is no break down of cost so point no. 2.15.2 (iii) might be redundant.</p>	AS PER REVISED RFP
25.	<p>Clause 2.25, Page No. 32 as per RFP</p> <p>Substitution of Key Personnel</p> <p>2.25.2 The Authority to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the original Financial Expert who is proposed to be substituted.</p> <p><u>Comment/Clarifications required</u></p> <p>Last para of this clause does not seems to be applicable as it is not on basis of manning schedule but it is based on total Professional Fees. This para may be deleted.</p>	AS PER REVISED RFP
26.	<p>Clause 2.26, Page No. 33 as per RFP</p> <p>Indemnify</p> <p>The consultant shall any deficiency in services.</p> <p><u>Comment/Clarifications required</u></p> <p>The deficiencies in services and the deficiencies in report may be clearly defined, so this clause may</p>	AS PER REVISED RFP

	be elaborated further to assess the risk in providing the services.	
27.	<p>Clause 3.1.3, Page No. 34 as per RFP</p> <p>Marking System</p> <p>3. Project Cost more than Rs. 150 Cr. For completed Project (with max. 5 marks for single project)</p> <p><u>Comment/Clarifications required</u></p> <p>Please clarify the definition For completed Project & it's period. Whether project in FY 2012-13 will be considered.</p>	AS PER REVISED RFP
28.	<p>Clause 4 D, Page No. 47 as per RFP</p> <p>Deliverables</p> <p>D. Appraisal Report</p> <p>In case higher cost.</p> <p><u>Comment/Clarifications required</u></p> <p>A deduction of 5% of the agreement value with reference to the projected VGF in the inception report should not be imposed as the Inception report is very early stage of the documentation. The difference in VGF may be comparable with the documents prepared at PPR stage.</p>	AS PER REVISED RFP
29.	<p>Clause No. 2.2.3, Page No.18 as per RFP</p> <p>The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors¹ stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.</p> <p><u>Comment/Clarifications required</u></p> <p>The applicants shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate (s) form the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.</p> <p>Rational : It is time taking process to get certificate of fees for each eligible assignment which may not be relevant to understand the financial strength of the company.</p>	AS PER REVISED RFP
30.	<p>Clause No. 2.21.6, Page No.31 as per RFP</p> <p>After the technical evaluation..... the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.</p> <p>Interested applicants may bid for all the 3 (three) Projects separately, but only 1 (one) Project will be awarded to the successful applicant.</p> <p><u>Comment/Clarifications required</u></p> <p>After the technical evaluation..... the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.</p> <p>Interested applicants may bid for all the 3 (three) Projects separately, but only 2 (two) Projects will be awarded to the successful applicant.</p>	AS PER REVISED RFP
31.	<p>Clause No. 3.1, Page No.34 as per RFP</p> <p>Evaluation of Technical Proposals</p> <p><u>Comment/Clarifications required</u></p>	AS PER REVISED RFP

	<p>We understand that the experience of all the members (lead and other members in the case of consortium) shall be considered for the purpose of evaluation.</p> <p>Rational: The consultancy includes Technical, Transaction/Financial & Legal services. This would enable more participation from various firms.</p>	
32.	<p>Clause No. 3.1.3, Page No.34 as per RFP Sl. No. 3 of the Table:</p> <p>Transaction Advisory of PPP Projects with respect to infrastructure projects in Bihar: Project Cost more than Rs.150 Cr. for completed Project (with max. 5 marks for single project).</p> <p><u>Comment/Clarifications required</u></p> <p>Project cost more than Rs.150 Cr. For completed/ongoing Project (with max. 5 marks for single project with at least one completed* project). This may be developed in Bihar or in the adjoining states.</p> <p>*:Concession agreement signed between the authority & the concessionaire.</p> <p>Rational: As the completion of transaction advisory takes substantial amount of time and these state started to develop PPP projects in last few years only. Also this would enable more participation from the consultants.</p>	AS PER REVISED RFP
33.	<p>Clause No. 3.1 (xiii) page No. 44 (TOR) as per RFP</p> <p>assist in Land requisition plan under section 4/6 of LR Act to get actual cost of LA, R&R & EMP.</p> <p><u>Comment/Clarifications required</u></p> <p>It is requested to limit the LA scope till submission of Land Requisition Plan.</p> <p>Rational: As most of the Transaction Advisor may not have this kind of experience.</p>	AS PER REVISED RFP
34	<p>Clause No. 7.3, Page No.52 as per RFP</p> <p>The Consultant shall establish a Project Office at a suitable location in 'Patna' for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the first 24 weeks as specified in the Manning Schedule forming part of the Agreement.</p> <p>The authorised officials of the Authority may visit the Consultant's Project Office at any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office. However, he may do so for the remaining consultancy services beyond the first 24 week.</p> <p><u>Comment/Clarifications required</u></p> <p>The RFP mentions Manning Schedule as part of the Contract. However, the details are not provided. Request to provide details of the Manning Schedule.</p>	AS PER REVISED RFP
35	<p>Clause No. 2.2.2, Page No.17 as per RFP</p> <p>Conditions of Eligibility for Key Personnel & Support Personnel: Each of the Key Personnel must fulfill the Conditions of Eligibility specified</p> <p><u>Comment/Clarifications required</u></p> <p>The educational qualification for PPP expert mentions Civil Engineering as a qualification. Is it a desirable qualification and will any other engineering qualification be also suitable.</p>	AS PER REVISED RFP
36	<p>Clause 3.1 (i) & Clause No. 3.2 of Schedule-1, Page-43 as per RFP</p> <p>Scope includes assisting the Authority [in the selection of suitable firms as technical and legal consultants</p> <p>Clause 9 (a) of Schedule-1, Page-53 as per RFP</p> <p>The Authority shall provide to the Consultant the following: (a) Feasibility Report (when completed);</p>	AS PER REVISED RFP

	<p>Clause 3.4 of Schedule-1, Page-45 as per RFP</p> <p>The consultant shall review and comment on the cost estimates contained in the Feasibility Report</p> <p>Clause 8.1 of Schedule-1, Page-52 as per RFP</p> <p>The Consultant will work closely with the Authority and its technical and legal consultants.</p> <p>Clause 1.1.3, Page-9 as per RFP</p> <p>It is mentioned that Technical Consultant will prepare the Feasibility Report.</p> <p>Clause 1.2, Page-9 as per RFP</p> <p>The purpose of this RFP-cum-RFQ is to invite proposals from a firm or body corporate representing a teams of professionally qualified and experienced Financial, Technical and Legal Advisors (hereafter the" Advisors") desirous to act as Transaction Advisor</p> <p><u>Comment/Clarifications required</u></p> <p>We understand that the Authority intends to hire a Technical Consultant separately for the preparation of Feasibility Report and the Transaction Adviser would be required to assist the Authority in their selection. Please confirm our understanding.</p> <p>Further while we understand the need to engage a separate Technical Consultant, given that the Legal Expert is envisaged to be one of the key personnel of the T.A. team (reference Clause 2.1.7, Pg-14-15), it is requested to reconsider the need to select another legal consultant for this assignment, Please clarify.</p> <p>Also, Clauses 1.1.3 & 1.2 of RFP may be suitably modified.</p>	
37.	<p>Clause 1.2, Bullet 3 Page-9 as per RFP</p> <ul style="list-style-type: none"> Preparation of supporting technical information to assist bidders in preparation of their bid, and relevant creation of a data room and management of access to the data room <p><u>Comment/Clarifications required</u></p> <p>We understand that the task would include providing support in collation of data required for the bid process which would eventually be uploaded on the BSRDC website by the authority.</p> <p>Kindly confirm our understanding.</p>	AS PER REVISED RFP
38.	<p>Clause 1.6, Stage II Page-11 as per RFP Stage II</p> <p>Upon being successful in first stage, the financial bid shall be opened which shall be evaluated on the basis of retainer fee quoted by the applicant.</p> <p>Success fee as quoted therein shall not be final as it has later to be decided between BSRDCL and the Transaction Advisor as to the procedure of charging Success Fee from Private Player and its distribution between BSRDCL and Transaction Advisor in accordance with any circular/notification/rule of the Government of India or State of Bihar.</p> <p><u>Comment/Clarifications required</u></p> <p>We understand that the amount of success fees is final and shall be equal to the fees amount quoted by the successful bidder as per Clause 5.5.1 (Pg 49), and statement in Appendix II (Pg 109).</p> <p>Accordingly, this clause may please be suitably modified.</p>	AS PER REVISED RFP
39.	<p>Clause 5.5.3, Schedule-1, Page-49 as per RFP</p> <p>Success may be considered to have been achieved upon successful selection of Developer(s) for the project and issuance of Letter of Award to the selected Developer(s). The success fee shall be payable to the consultant as per following payment schedule with the approval of Authority:-</p> <p>i- On signing of Concession Agreement - 75% with Selected Developer(s)</p>	AS PER REVISED RFP

	<p>ii- After completion of assignment -25% as per Deliverables & Time Frame mentioned in TOR</p> <p><u>Comment/Clarifications required</u></p> <p>Since the signing of the concession agreement is the last milestone, the entire 100% of Success fee shall be payable on signing of concession agreement.</p> <p>Please clarify.</p>	
40	<p>Clause 2.1.6, bullet No. 3 Page-14 as per RFP</p> <p>Applicant should also provide:</p> <ul style="list-style-type: none"> • Audited accounts for the last three years, <p><u>Comment/Clarifications required</u></p> <p>As per prevalent law, the companies are required to finalize their audited financial accounts by 30th September and audited financial statement for FY 2012 may still be under preparation for some companies.</p> <p>Accordingly, it is requested to accept audited financial statements for last three years ended on 31st March 2011.</p>	AS PER REVISED RFP
41.	<p>Clause 2.1.7, Page-15- Support Personnel as per RFP</p> <p>The table mentions that the Support Personnel shall comprise Highway Engineer, Bridge Engineer, Survey Engineer, Environmental and Social Expert</p> <p><u>Comment/Clarifications required</u></p> <p>It is understood that the technical reports encompassing structural, environmental, social aspects shall be part of the Feasibility Reports prepared by Technical consultant to be engaged separately by the Authority. It is also understood from Clause 3.4 of Schedule – 1 (Pg 45) that the Transaction Adviser shall review and comment on the cost estimates contained in the Feasibility Report.</p> <p>As the technical feasibility report shall be prepared by Technical Consultant engaged by the Authority & findings shared with TA, the requirement of these Support Personnel may be quite limited. Accordingly it is requested to reconsider the need of the Support Personnel, limited to one technical expert as a part of TA team.</p>	AS PER REVISED RFP
42	<p>Clause 2.2, Page-17- Condition of Eligibility as per RFP</p> <p>Requirement states Legal Consultant should be worked with the current employer on a regular / permanent full-time basis continuously for the last 12 months.</p> <p><u>Comment/Clarifications required</u></p> <p>Legal consultant may not be employed full time with the TA since typically advisory firms associate with external law firms to undertake such consulting engagements. Accordingly, it is requested to waive off the requirement of regular employment for this position and allow it to be proposed through association with Law firms.</p>	AS PER REVISED RFP
43	<p>Clause 2.2.3, Page-18 as per RFP</p> <p>The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors² stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal.</p> <p><u>Comment/Clarifications required</u></p> <p>We understand that the audited financial statements of last 3 years ended on 31st March 2011 would suffice this requirement. Kindly confirm.</p>	AS PER REVISED RFP

44	<p>Clause 2.2.4, Page-19 as per RFP</p> <p>However, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant</p> <p><u>Comment/Clarifications required</u></p> <p>Kindly confirm that no power of attorney shall be required in case the Authorized Signatory to the proposal is a partner or Senior Director of the Applicant, duly authorized through a resolution passed by the Board of Directors.</p>	AS PER REVISED RFP
45	<p>Clause 2.21.6, Page-31 as per RFP</p> <p>Interested applicants may bid for all the 3 (three) Projects separately, but only 1 Project will be awarded to the successful applicant.</p> <p><u>Comment/Clarifications required</u></p> <p>We requested that a maximum of two (2) projects may be allowed to be awarded to one successful applicant.</p>	AS PER REVISED RFP
46	<p>Clause 3.1.3, Sl. No. 3 Page-34 as per RFP</p> <p>Transaction Advisory of PPP Projects with respect to infrastructure projects in Bihar.</p> <p><u>Comment/Clarifications required</u></p> <p>Considering the nascent status of PPP projects in the state, it is requested to consider other advisory assignments as well (not restricted to Transaction Advisory of PPP Projects alone) with respect to infrastructure projects in Bihar.</p> <p>Further the Clause 2.2.2 (Pg 16) and Clause 3.1.4 (Pg 35) specify that the PPP Projects having minimum project cost of Rs.100 Crores will be considered as eligible. In line with above, it is requested to relax the threshold of Project Cost for Transaction Advisory of PPP Projects to Rs. 100 Crores (instead of Rs. 150 Crores) for evaluation purposes.</p>	AS PER REVISED RFP
47	<p>Clause 3.3, Schedule -1. Page-45 as per RFP</p> <p>The Consultant shall, based on available information, compile and analyze the financial and commercial data relating to the Project and prepare a revenue and expenditure statement, on commercial accounting principles, for three financial years preceding the consultancy. The expenditure statement shall include expenses on staff, material, contractual payments, etc.</p> <p><u>Comment/Clarifications required</u></p> <p>Review of information and preparation of revenue & cost estimates may be done by transaction advisors for undertaking Feasibility Analysis. However, the rationale for preparation of revenue and expenditure statement, on commercial accounting principles, for three financial years preceding the consultancy is not clear.</p> <p>Kindly clarify.</p>	AS PER REVISED RFP
48	<p>Clause 3.5, Schedule -1. Page-45 as per RFP</p> <p>The Consultant shall evaluate the available data and information with a view to preparing a reasonable estimation of the likely revenues of the concessionaire [from the toll likely to be collected from the Project and from other sources of revenue, if any]. It shall propose various options for optimizing such revenues</p> <p><u>Comment/Clarifications required</u></p> <p>We understand that the traffic study for the stated projects shall be undertaken by the Technical Consultants engaged separately by the Authority in accordance with Clause 3.1 (i) of Schedule-1 (Pg. 43) of RFP, and this will form part of the Feasibility Report made available to the Transaction Advisers. Kindly confirm.</p>	AS PER REVISED RFP

49	<p>Clause 3.7, Schedule -1. Page-45 as per RFP</p> <p>The Consultant shall also identify and quantify the estimated financial impact of the Project on the resources of the Central / State Governments [and the Project Authority].</p> <p><u>Comment/Clarifications required</u></p> <p>We understand that this quantification shall be limited to estimation of VGF requirements. Please specify any other outputs, if envisaged for such impact assessment.</p>	AS PER REVISED RFP
50	<p>Clause 3.9 read together with Clause 4A & 4 D of Schedule -1. Page-45-47 as per RFP</p> <p>The Consultant shall work out the financial viability of the Project [with a view to estimating the likely IRR over a concession period of 10 (ten) years, 15 (fifteen) years, 20 (twenty) years, 25 (twenty five) years and 30 (thirty) years].</p> <p>Consultant shall submit a Supplementary Inception Report where it should clearly spell out the broad strategy for structuring the project and determining the viability gap funding assuming an IRR of 14%.</p> <p>In case the viability gap funding projected in the Appraisal Report exceeds the projection in the Inception Report by more than 10% of the capital costs, a deduction of 5% (five per cent) of the Agreement Value shall be made from the payment due to the Consultant.</p> <p><u>Comment/Clarifications required</u></p> <p>While Clause 3.9 requires assessment of varied IRRS & corresponding VGF requirements, Clause 4A suggests VGF estimation at fixed 14% IRR. These clauses if read together seem to be contradictory. Please clarify if the IRR of 14% is envisaged to be assumed only for inception report or if the same shall be followed in subsequent reports also.</p> <p>Further since the Appraisal Report shall be prepared by the TA based on the inputs on capital costs, O & M costs, traffic projections from the Technical Consultants to be engaged separately by the Authority, the basis responsibility of the accuracy of these inputs lies with the Technical Consultants. Further VGF requirement projections at the Inception report stage would be preliminary, based on initial analysis of costs, revenues, etc., and as per information & reports made available to TA by Authority. Also many assumptions such as interest rates and risk premium may vary from time to time, and this may impact the likely IRR. Given that the IRR in the Inception Report is to be assumed 14% as set out in the RFP and cost & revenue estimates may be revised during preparation of feasibility report, variance in the VGF estimation is possible in the subsequent reports due to a host of factors beyond the control of TA. Accordingly, it is requested to review the provision of effecting deduction from the payment due to the TA on this account.</p>	AS PER REVISED RFP
51	<p>Clause 7.1 of Schedule -1. Page-47 as per RFP</p> <p>Financial Expert shall be the leader of the Consultancy Team.</p> <p><u>Comment/Clarifications required</u></p> <p>This is not consistent with the Table given under this Clause as well as list of personnel provided under Clause 2.1.7 (Pg 14) and Clause 2.2.2 (Pg 17) which specified Project Development and PPP Expert as the Team Leader.</p> <p>Please Clarify.</p>	AS PER REVISED RFP
52	<p>Clause 4A of Schedule -1. Page-47 as per RFP</p> <p>the Consultant shall submit a Supplementary Inception Report where it should clearly spell out the broad strategy for structuring the project and determining the viability gap funding assuming an IRR of 14%.</p> <p><u>Comment/Clarifications required</u></p> <p>As per our understanding, based on information made available by the Authority (such as Traffic Study Reports, Feasibility Reports, Manuals etc. prepared by the Technical Consultant), TA shall</p>	AS PER REVISED RFP

	<p>review and prepare a supplementary report indicating the preliminary project structure & initial estimate(s) of VGF requirement(s), assuming a fixed 'project' IRR of 14%.</p> <p>Kindly confirm.</p>	
53	<p>Clause 4B of Schedule -1. Page-47 as per RFP</p> <p>Preparation of pre-feasibility/feasibility includes land, traffic survey study report, Preliminary project report, environmental impact assessment report, environmental management plan, land acquisition plan and statutory clearances etc., preparation/ finalization of Draft Concession Agreement (DCA), preparation of EOI/RFQ & advertisement for short listing of Developers including evaluation of proposals.</p> <p><u>Comment/Clarifications required</u></p> <p>As per our understanding the Feasibility reports to be prepared by Technical Consultants to be engaged by the Authority shall be provided to the TA. This Feasibility report shall interalia include the land survey report, traffic survey study, technical reports, preliminary project report indicating cost estimate, environmental impact assessment report, environmental management plan, etc.</p> <p>Further as mentioned in Clause 3.1(i) & Clause 3.2 of Schedule-1, TA shall assist the authority in appointing technical consultants for the purpose of preparation of Feasibility Report. Also as per Clause 9 of Schedule-1, the Authority shall provide the Feasibility Report to the Transaction Adviser.</p> <p>In the light of above, we understood that the role of TA shall include review of information forming part of the Feasibility Report and include the same for a financial pre-feasibility/feasibility assessment to be undertaken by TA. Subsequently, the TA shall undertake activities related to bidding till appointment of concessionaires for the stated projects. Accordingly it is requested to modify the Clause 4B.</p>	<p>AS PER REVISED RFP</p>
54	<p>Clause 5.2 (Sl. No. 3, 4, & 5 of the Table) of Schedule -1. Page-48 and payment schedule (Annex-6) Pg. 84-85 as per RFP</p> <p>Milestones related to submission of Feasibility Report, Draft PPR and PPR. The note no. 4 of Annex-6 (Pg-85) does not match with Sl. No. 10 of Payment Schedule</p> <p><u>Comment/Clarifications required</u></p> <p>The milestones at Sl. No. 4 & 5 do not match with the list of Deliverables as per Clause 4 of Schedule-1. Also the milestone at Sl. No. 3 is not required to be submitted by the TA in the light of points raised above regarding Clause 4B of Schedule-1. Accordingly it is requested to modify the payment schedule.</p>	<p>AS PER REVISED RFP</p>
55	<p>Clause 5 (Page 48-49) and Clause – 10 (Page No. 53) of Schedule -1 as per RFP</p> <p>While the payment schedule in Clause 5 as well as Annex-6 mentions total duration 52 weeks, clause 10 specifies that the Consultancy shall in any case be deemed to be completed upon expiry of [2 (two) year] from the Effective Date, unless extended by mutual consent of the Authority and the Applicant.</p> <p><u>Comment/Clarifications required</u></p> <p>It is requested to modify Clause 10 appropriately.</p>	<p>AS PER REVISED RFP</p>
56	<p>Clause 5.6 of Schedule -1. Page-49 as per RFP</p> <p>Payment shall be made in respect of each Deliverable upon completion thereof, save in the case of deliverables [4E and 4F in so far as they do not relate to other Deliverables] for which bills may be raised by the Consultant once a month.</p> <p><u>Comment/Clarifications required</u></p> <p>We understand that the entire payment is linked with the Milestones / Deliverables. As such the provision of monthly payment may please be clarified.</p>	<p>AS PER REVISED RFP</p>

57.	<p>Clause 3.3.2 of "Instruction to the Applicants" Page-36, Clause 2.7.5 (Pg.63) & Clause 6.1.2 (pg-74) of Scheudle-2; Annex-5 Pg. 83 and Appendix-II Pg. 109 as per RFP</p> <p>Clause 3.3.2 specifies that Additional Costs shall include items specified as such in Form -1 of Appendix-II.</p> <p>Clause 6.1.2 refers to the Additional Costs specified in Annex5</p> <p>Annex-5 refers to Form-2 of Appendix-II, But Appendix-II contains only Form-1</p> <p><u>Comment/Clarifications required</u></p> <p>Since the various clauses under reference are not consistent, it is requested to clarify the provision regarding Additional Costs</p>	AS PER REVISED RFP
58	<p>Clause 5.2 of Schedule -1. Page-48-49 and Clause 7.1 of Schedule -2 Pg.75-76 as per RFP</p> <p>While the table under Cl. 5.2 refers to first payment on signing of the agreement, against Bank Guarantee form Schedule bank of an amount of equivalent to 10% of total professional fees, Clause 7.1.3 and Annex-7 of the agreement requires furnishing the BG in lieu of retention of the amounts as referred to in Clause 7.1.1</p> <p><u>Comment/Clarifications required</u></p> <p>Since Annex-7 refers to Clause 7.1.3 alone, only one bank guarantee requires to be furnished equivalent to 10% of Agreement Value in accordance with Clause 7.1.3.</p> <p>There being no linkage with the performance security referred to in Clause 5.2, this seems to be redundant.</p> <p>Please clarify.</p>	AS PER REVISED RFP
59	<p>Clause 7.3 of Schedule -1. Page-52 and Clause 1.8 of Schedule -2 Pg.60 as per RFP</p> <p>While Clause 7.3 requires the TA to establish a Project Office at a suitable location in 'Patna' and that TA is not expected to carry out the operations from the Head/Home office for the first 24 weeks. Clause 1.8 requires The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.</p> <p><u>Comment/Clarifications required</u></p> <p>Considering the intermittent nature of input expected from the Transaction Adviser, and also difficulty in establishing a Project Office for 24 weeks only, it is requested to make available some space within the office complex of the Authority on as and when required basis for better and more effective coordination.</p>	AS PER REVISED RFP
60	<p>Clause 3.1 (xiii) of Schedule -1. Page-44 as per RFP</p> <p>Assistance in Land requisition plan under section 4/6 of LR Act to get actual cost of LA, R&R & EMP.</p> <p><u>Comment/Clarifications required</u></p> <p>This shall preferably be undertaken by the Technical Consultant to be engaged separately by the Authority, as a part of the Feasibility Report.</p> <p>The LR Act seems to be a typographical error and may be corrected to LA Act.</p>	AS PER REVISED RFP
61	<p>Clause 3.4.4 of Schedule -2 (Draft Agreement) Page-70 as per RFP</p> <p>This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.</p> <p><u>Comment/Clarifications required</u></p> <p>The limitation of liability in transaction advisory services / service contracts is usually limited to 1 (one) time the Agreement Value. It is requested that the same may be revised to a limit equal to the</p>	AS PER REVISED RFP

Agreement Value.	
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