



Bihar State Road Development Corporation Limited

(A Government of Bihar Undertaking)

Regd. Office: RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna-800014

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Addendum-2

1. ADDENDUM-2 TO REVISED RFP DOCUMENT OF DEVELOPMENT OF NORTH-SOUTH EXPRESS CORRIDOR [CONNECTING TAJPUR-NH 28 -BITHAULI (ATHARBEL) – JALE – PUPRI – JALESHWAR SECTION UP TO INDO-NEPAL BORDER (4-LANE, LENGTH : 115 KM)] IS BEING ISSUED WITH FOLLOWING AMENDMENTS (reg. Pre-Bid Meeting held on 18.09.2012):-

AMENDMENT - 1

SECTION – 1 INTRODUCTION, 1.8 Schedule of Bidding Process, Page-11 of Revised RFP document stands amended as follows:-

As Mentioned in RFP (Page No. 13)			As Amended to		
The Authority would Endeavour to adhere to the following schedule:			The Authority would Endeavour to adhere to the following schedule:		
Sl. No. 1	Issuance of Revised RFP-cum-RFQ Document/ downloaded from website	07.09.2012 to Bid Due Date i.e. 04.10.2012	Sl. No. 1	Issuance of Revised RFP-cum-RFQ Document/downloaded from website	upto 14.10.2012
Sl. No. 5	Bid Due Date or BDD	04.10.2012 upto 03.00 PM	Sl. No. 5	Bid Due Date or BDD	15.10.2012 upto 03.00 PM
Sl. No. 6	Opening of Technical Bid	04.10.2012 at 03.30 PM	Sl. No. 6	Opening of Technical Bid	15.10.2012 at 03.30 PM

AMENDMENT - 2

SECTION – 2 INSTRUCTION TO CONSULTANTS, 2.1 Scope of the proposal, Page-13 of Revised RFP document stands amended as follows:-

As Mentioned in RFP (Page No. 13)		As Amended to	
Sl. No. 2.1.1	Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP-cum-RFQ. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “ Sole Firm ”) or as lead member of a consortium of firms (the “ Lead Member ”) in response to this invitation. The term applicant (the “ Applicant ”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.	Sl. No.2.1.1	Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP-cum-RFQ. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “ Sole Firm ”) or as lead member of a consortium of firms (the “ Lead Member ”) or in Joint Venture in response to this invitation. The term applicant (the “ Applicant ”) means the Sole Firm or the Lead Member or Joint Venture , as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

AMENDMENT - 3

2.1.7 Key Personnel, Page-14-16 of Revised RFP document stands amended as follows:-

As Mentioned in RFP (Page No. 14-15)		As Amended to	
Key Personnel	Responsibilities	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 - 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 	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 - 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
Senior Bridge Engineer	<ul style="list-style-type: none"> - He will coordinate all the technical (Bridge related) activities and will have the overall responsibility for the services under the Terms of Reference. - Expedite in planning, designing of structures and coordinating the various technical inputs of the project. - Assist in project appraisal (technical, financial, economic, environmental and social) - Prepare and monitor the design, drawings and parameters for implementation of project for timely implementation - Identify feasibility and viability of project based on structural and construction aspects. 	Senior Bridge Engineer	DELETED

<p>Sr. Highway Engineer</p>	<ul style="list-style-type: none"> - Assist in preparation and monitoring of the highway design, drawings and parameters for implementation of project for timely implementation - To prepare design reports, specifications and other deliverables for highway. - To ensure designs are appropriate and meet the expected levels of technical excellence. - Give inputs to identify feasibility and viability of project based on construction aspects. - To ensure the quality system is actively applied to highways schemes. 	<p>Sr. Highway Engineer</p>	<ul style="list-style-type: none"> - Assist in preparation and monitoring of the highway design, drawings and parameters for implementation of project for timely implementation - To prepare design reports, specifications and other deliverables for highway. - To ensure designs are appropriate and meet the expected levels of technical excellence. - Give inputs to identify feasibility and viability of project based on construction aspects. - To ensure the quality system is actively applied to highways schemes.
<p>Financial Expert</p>	<ul style="list-style-type: none"> - Co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner as envisaged in this RFP-cum-RFQ. - Not delegate his responsibilities except with the prior written approval of the Authority. - Financial structuring of infrastructure projects, Model preparation, Risk analysis - Identify financial costs and benefits - Conduct financial analysis of finances of implementing agencies - Prepare financial improvement action plan, if required - Identify the implications of contract terms, especially potential problem - areas such as payment mechanisms 	<p>Financial Expert</p>	<ul style="list-style-type: none"> - Co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner as envisaged in this RFP-cum-RFQ. - Not delegate his responsibilities except with the prior written approval of the Authority. - Financial structuring of infrastructure projects, Model preparation, Risk analysis - Identify financial costs and benefits - Conduct financial analysis of finances of implementing agencies - Prepare financial improvement action plan, if required - Identify the implications of contract terms, especially potential problem - areas such as payment mechanisms
<p>Legal Expert</p>	<ul style="list-style-type: none"> - Preparation of Contracts documents; due diligence - Contract negotiation - Successful project closure 	<p>Legal Expert</p>	<ul style="list-style-type: none"> - Preparation of Contracts documents; due diligence - Contract negotiation - Successful project closure -

<p style="text-align: center;">Traffic / Transportation Expert</p>	<p style="text-align: center;">NOT MENTIONED IN THE REVISED RFP</p>	<p style="text-align: center;">Traffic / Transportation Expert</p>	<ul style="list-style-type: none"> - Responsible for the overall traffic modelling and network performance evaluation including traffic and transportation surveys (Travel Demand Assessment Surveys, Transport Network Surveys, System surveys & Field traffic surveys) - Assessment of traffic demand on the proposed roads with reference to other planned and on-going projects - Conduct traffic surveys, assessment of future traffic - Tasks included traffic surveys, Home interview Surveys, modelling for existing and proposed transport network using EMME/2, model calibration, travel demand forecasting, model split analysis, design of integrated public transport system for alternative land-use development and transit system scenarios. Road safety aspects were also taken into consideration while carrying out the study. - Preparation of proposals for bypass roads & review underpasses and over bridges.
<p style="text-align: center;">Support Personnel</p>	<p style="text-align: center;">Responsibilities</p>	<p style="text-align: center;">Support Personnel</p>	
<p style="text-align: center;">Highway Engineer</p>	<ul style="list-style-type: none"> - Checking, Design and Drawing and Alignment - Design of pavement crust; maintaining adequate features of road. 	<ul style="list-style-type: none"> - Like Highway Engineer, Bridge Engineer, Survey Engineer, Environmental Expert & Social Expert: - As per requirement of T.A. 	
<p style="text-align: center;">Bridge Engineer</p>	<ul style="list-style-type: none"> - Checking the designs of bridges, ROBs, 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. 		
<p style="text-align: center;">Survey Engineer</p>	<ul style="list-style-type: none"> - Close co-ordination with survey team during Topographic Survey. 		

	<ul style="list-style-type: none"> - Checking of survey data - Fixing of control point along the alignment. 	
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 GoB. 	
Social Expert	<ul style="list-style-type: none"> - Experience in mitigation measures. - Conversant with R&R Policy prevalent in the state. 	

AMENDMENT - 4

2.2 Conditions of Eligibility of Applicants , Page-16-18 of Revised RFP document stands amended as follows:-

AS MENTIONED IN REVISED RFP DOCUMENT				AS AMENDED TO			
2.2 (D) Conditions of Eligibility for Key Personnel& Support Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:				2.2 (D) Conditions of Eligibility for Key Personnel& Support Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:			
Key Personnel	Key Personnel	Educational Qualification	Minimum Professional experience	Key Personnel	Educational Qualification	Minimum Professional experience	Experience on Eligible Assignments
Project Development and PPP Expert cum Team Leader	Graduate Civil Engineer with MBA (Finance) (Post-Graduation in Highways or Transportation/ Structure 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. 	Project Development and PPP Expert cum Team Leader	Graduate Civil Engineer with MBA (Finance) or equivalent (Post-Graduation in Highways/ Transportation /Structure 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 one infrastructure projects on PPP.

			<ul style="list-style-type: none"> - Highway/Bridge Projects experience would be preferred 				<ul style="list-style-type: none"> - Highway/Bridge Projects experience would be preferred - Experience of Supervision of at least one highway project of 4/6 Laning as Team Leader/Resident Engineer
Senior Highway Engineer	Graduate Civil Engineer (Post-Graduation will be preferable)	15 years	<ul style="list-style-type: none"> - Minimum 10 years of professional experience in related fields - Responsible for reviewing the entire Project preparation and Designs. - Experience at least 5 years for Highway Development Projects preferably PPP. 	Senior Highway Engineer	Graduate Civil Engineer (Post-Graduation will be preferable)	15 years	<ul style="list-style-type: none"> - Minimum 10 years of professional experience in related fields - Responsible for reviewing the entire Project preparation and Designs. - Experience at least 3 years for Highway Development Projects preferably PPP. - Having worked as Senior Highway Engineer in at least one highway project of Supervision Consultant/Independent Engineer
Senior Bridge Engineer	Graduate Civil Engineer (Post Graduate in Structural Engineering will be preferable)	15 years	<ul style="list-style-type: none"> - Minimum 10 years of professional experience in related fields - Responsible for reviewing the entire design of all the bridges of the Project. - Experience at least 5 years for Highway Development Projects preferably PPP. 	Senior Bridge Engineer	DELETED	DELETED	DELETED

Financial Expert	BE Civil with MBA (Finance)/ CA/ Chartered Financial Analyst/ B.Com with MBA (Finance)	7 years	- Financial structuring of infrastructure projects, Model preparation, Risk analysis of at least 2 infrastructure projects on PPP.	Financial Expert	BE Civil with MBA (Finance) or CA/ Chartered Financial Analyst or B.Com with MBA (Finance)	7 years	- Financial structuring of infrastructure projects, Model preparation, Risk analysis of at least 2 infrastructure projects on PPP.
Legal Expert	Law Graduate	5 years	- Preparation of Contracts documents, Contract negotiation and successful project closure of at least 2 PPP projects.	Legal Expert	Law Graduate	5 years	- Preparation of Contracts documents, Contract negotiation and successful project closure of at least 2 PPP projects.
Traffic / Transportation Expert	NOT MENTIONED IN THE REVISED RFP			Traffic / Transportation Expert	B.E. (Civil) / Master in Transportation / Planning Engineering	10 Years	- Experience of Traffic studies Module / Projects - Experience at least 3 years for Highway Development Projects preferably PPP. - Responsible for the overall traffic modeling and network performance evaluation including traffic and transportation surveys

Support Personnel	Support Personnel	Educational Qualification	Minimum Professional experience	Support Personnel	Educational Qualification	Minimum Professional experience	Experience on Eligible Assignments
Highway Engineer	Graduate Civil Engineer	5 years	- He should have handled at least 1 road project.	- Like Highway Engineer, Bridge Engineer, Survey Engineer, Environmental Expert & Social Expert :- As per requirement of T.A.			
Bridge Engineer	Graduate Civil Engineer	5 years	- He should have handled at least 1 major bridge project.				
Survey Engineer	Diploma/Graduate Civil Engineer	7 years For Diploma/ 5 Years for Graduate	- Experience in the field of surveying out of which 1 year should be for highway projects. - He should have involved in at least 1 similar highway/bridge projects. - This position requires thorough understanding of modern computer based method of surveying with total station digital level etc.				
Environmental Expert	Post Graduate	5 Years	- He should have at least 5 years' experience out of which 2 years in highway projects for environmental related activity.				
Social Expert	Post Graduate	5 Years	- He should have experience in mitigation measures. - He should be conversant with R&R. - He should have worked in at least one project for minimum for 2 years in R&R policy.				

AMENDMENT - 5

Clause 2.26 of 'E. APPOINTMENT OF CONSULTANT', Page-31 of Revised RFP document stands amended as follows:-

As Mentioned in Revised RFP (Page No. 31)		As Amended to	
2.26	<p>Indemnity The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, or an amount not exceeding 2 (two) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services and not for any indirect or consequential damages.</p>	2.26	<p>Indemnity The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, or an amount not exceeding 2 (two) times the value of the Agreement, for all direct losses, damages, claims and liabilities arising out of Consultant's fraud, willful misconduct, breach of confidentiality or breach of Authority's or third party intellectual property right.</p>

AMENDMENT - 6

Clause 3.1.3 of 'SECTION-3-CRITERIA FOR EVALUATION', Page-33 of Revised RFP document stands amended as follows:-

As Mentioned in Revised RFP (Page No. 33)		As Amended to	
3.1.2	<p>Each Key Personnel must score a minimum of 75% marks except as provided herein. A Proposal shall be rejected if the Financial Expert scores less than 75% (seventy five per cent) marks or [any two of the remaining] Key Personnel score less than 75% (seventy five per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Financial Expert, who scores less than 75% (seventy five per cent) marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 75% (seventy five per cent) or above.</p>	3.1.2	<p>Each Key Personnel must score a minimum of 75% marks except as provided herein. The Proposal of Key Personnel who scores less than 75% marks would not be considered for evaluation. The Key Personnel at the time of negotiation/mobilization would be replaced as need be with key personnel of same qualification or better qualification, subjected to a maximum of 2 replacements out of 5 mentioned in 3.1.3. Substitution for any other reason shall attract reduction in the remuneration of the key personnel @ Rs. 2,00,000.00 (rupees two lakhs) per month as per manning schedule submitted during inception report.</p>

AMENDMENT - 7

Clause 3.1.3 of 'SECTION-3-CRITERIA FOR EVALUATION', Page-33 of Revised RFP document stands amended as follows:-

As Mentioned in Revised RFP (Page No. 33)		As Amended to	
3.1.3	<p>The scoring criteria to be used for evaluation shall be as follows. 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>	3.1.3	<p>The scoring criteria to be used for evaluation shall be as follows. In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's / Consortium Member experience and key personnel. Only those Applicant's/ Consortium Member whose Technical Proposals score 75 marks or more out of 100 shall qualify for further consideration.</p>

AMENDMENT - 8

TABLE of 'Relevant Experience of the Key Personnel' of Clause 3.1.3 of 'SECTION-3-CRITERIA FOR EVALUATION', Page-33-34 of Revised RFP document stands amended as follows:-

Sl. No	Criteria	Weightage (percentage)	Marking system	Sl. No	Criteria	Weightage (percentage)	Marking system
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))	25	For every Rs.150 Cr. worth of project* – 5 mark (with max. 10 marks for single project i.e. for Project Cost \geq Rs.300 Cr.)	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))	25	For every Rs.150 Cr. worth of project* – 5 mark (with max. 10 marks for single project i.e. for Project Cost \geq Rs.300 Cr.)
2.	Design Consultancy experience in bridges of at least one major bridge of length 1000 m and above excluding approaches.	15	For every Rs.150 Cr. worth of project*– 2mark (with max. 4marks for single project i.e. for Project Cost \geq Rs.300Cr.)	2.	Design Consultancy experience in highway projects (4 lane/6 lane)	15	For every Rs.150 Cr. worth of project*– 2mark (with max. 4marks for single project i.e. for Project Cost \geq Rs.300Cr.)
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.150 Cr. worth of project* – 2 mark (with max. 4 marks for single project i.e. for Project Cost \geq Rs. 300 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. worth of project* – 2 mark (with max. 4 marks for single project i.e. for Project Cost \geq Rs. 300 Cr.)
4.	Transaction Advisory of PPP Projects with respect to infrastructure projects in Bihar/Uttar Pradesh/Jharkhand.	10	Project Cost more than Rs.150 Cr. for Project* (with max. 5 marks for single project).	4.	Transaction Advisory of PPP Projects with respect to infrastructure projects in Bihar/Uttar Pradesh /Jharkhand/West Bengal.	10	Project Cost more than Rs.100 Cr. for Project* (with max. 5 marks for single project).
*completed/substantially completed**				*completed/substantially completed**			

4.	Relevant Experience of the Key Personnel			4.	Relevant Experience of the Key Personnel		
4 (a)	Project Development of PPP Expert cum Team Leader	10	❖ <u>Based on Clause 2.2.(C), Page-16</u>	4 (a)	Project Development of PPP Expert cum Team Leader	10	❖ <u>Based on Clause 2.2.(C), Page-16</u>
4 (b)	Senior Highway Engineer	10		4 (b)	Senior Highway Engineer	10	
4 (c)	Senior Bridge Engineer	5		4 (c)	DELETED	-	
4 (d)	Financial Expert	7½		4 (c)	Traffic / Transportation Expert	10	
4 (e)	Legal Expert	7½		4 (d)	Financial Expert	5	
				4 (e)	Legal Expert	5	
	Grand Total	100		Grand Total	100		
**Substantial completion means 75% of milestones achieved and applicant should have to submit the certificate issued by client.				**Substantial completion means 75% of milestones achieved and applicant should have to submit the certificate issued by client.			

AMENDMENT – 9

Clause 3. CRITERIA FOR EVALUATION-Page-33 of Revised RFP document stands amended as follows:-

As Mentioned in Revised RFP (Page No. 33)		As Amended to	
3.4.3	NOT MENTIONED IN REVISED RFP	3.4.3	In case two or more firms obtain same score, the firm achieving the highest Technical Score shall be invited first for negotiations.

AMENDMENT - 10

Clause 1.4 of 'Terms of Reference'-Page-42 of Revised RFP document stands amended as follows:-

As Mentioned in Revised RFP (Page No. 42)		As Amended to	
1.4	The Consultant shall assist the Authority and its Technical Consultant and the Legal Advisor by furnishing clarifications as required for the structuring, documentation and award of the Project.	1.4	The Consultant shall assist the Authority by furnishing clarifications as required for the structuring, documentation and award of the Project.

AMENDMENT -11

Clause 1.5 of 'Terms of Reference'-Page-42 of Revised RFP document stands amended as follows:-

As Mentioned in Revised RFP (Page No. 42)		As Amended to	
1.5	The Consultant shall also participate in the pre-bid conferences with the Bidders of the Project and assist the Authority in clarifying the financial aspects arising from the Bid Documents.	1.5	The Consultant shall also participate in the pre-bid conferences with the Bidders of the Project and assist the Authority in clarifying the technical & financial aspects arising from the Bid Documents.

AMENDMENT - 12

Clause 3.1 (xiv) 'Scope of Services' of 'Terms of Reference'-Page-43 of Revised RFP document stands amended as follows:-

In Revised RFP (Page No. 43)		As Amended to	
3 (xiv)	NOT MENTIONED IN REVISED RFP	3 (xiv)	Co-ordinate and follow up at different stages for forest clearance, preparation of EIA its TOR, presentation to SEIAA / MOEF and get clearance of EMP etc.

AMENDMENT - 13

Clause 3.2 'Scope of Services' of 'Terms of Reference'-Page-43 of Revised RFP document stands amended as follows:-

As Mentioned in Revised RFP (Page No. 43)		As Amended to	
3.2	<p>Transaction Advisor</p> <p>The Consultant shall advise and assist the Authority in the selection of suitable firms as technical and legal consultants in a fair and transparent manner by preparing the TOR for the consultancy assignments and also assisting in the bidding process leading to final selection of the respective consultants. The Consultant shall be responsible for review of the financial parameters and examination of the viability of the Project. The Consultant will also render advisory services for conducting the bid process and will assist in the preparation of bidding documents and in conducting the bidding process for selection of the concessionaire for the project. The Consultant shall also maintain, update and disseminate the necessary data and information related to the Project and the bid process. During interaction with the bidders and stakeholders, the Consultant shall assist the Authority in responding to all queries satisfactorily and within the specified time. The Consultant shall render advisory services upto the signing of the Concession Agreement.</p>	3.2	<p>Transaction Advisor</p> <p>The Consultant shall provide complete solution including technical, financial and legal aspect of the project and also providing geotechnical investigations report, different type of survey, detailed designs, detailed cost estimates etc. and assisting in the bidding process leading to final selection of the respective consultants. The Consultant shall be responsible for review of the financial parameters and examination of the viability of the Project. The Consultant will also render advisory services for conducting the bid process and will assist in the preparation of bidding documents and in conducting the bidding process for selection of the concessionaire for the project. The Consultant shall also maintain, update and disseminate the necessary data and information related to the Project and the bid process. During interaction with the bidders and stakeholders, the Consultant shall assist the Authority in responding to all queries satisfactorily and within the specified time. The Consultant shall render advisory services upto the signing of the Concession Agreement.</p>

AMENDMENT - 14

Clause 5.2 of '5.TIME AND PAYMENT SCHEDULE', of Terms of Reference-Page-47 &

Annex-6, Payment Schedule, Page-78 of Revised RFP document stands amended as follows:-

As Mentioned in Revised RFP (Page No. 47 & 78)				AS AMENDED TO			
Sl. No.	Milestones	Week No.	Fee Payable	Sl. No.	Milestones	Week No.	Fee Payable
1	On signing of the Agreement*	D	10% of the P	1	On signing of the Agreement*	D	10% of the P
2	On submission of Inception Report	1-5	10% of the P	2	On submission of Inception Report	1-6	10% of the P
3	On submission of Feasibility Report	5-15	10% of the P	3	On submission of Draft Feasibility Report	6-20	15% of the P
4	On submission of Draft PPR	15-23	10% of the P	4	On submission of Final Feasibility Report	20-23	15% of the P
5	On Submission of PPR	23-24	5% of the P	5	On Submission of Project Report	23-26	10% of the P
6	On Publication of Request for Qualification (RFQ)	24-30	5% of the P	6	On Publication of Request for Qualification (RFQ)	26-30	5% of the P
7	On Submission of RFQ Evaluation Report	30-35	5% of the P	7	On Submission of RFQ Evaluation Report	30-35	5% of the P
8	On Issuance of Request for Proposal (RFP) and on Selection of Preferred Bidder and issuance of LoA	35-45	10% of the P	8	On Issuance of Request for Proposal (RFP) and on Selection of Preferred Bidder and issuance of LoA	35-45	10% of the P
9	On Signing of Concession agreement	45-52	10% of the P	9	On Signing of Concession agreement	45-52	10% of the P
10	On completion of Assignment	As per time frame	25% of the P	10	On completion of Assignment	As per time frame	10% of the P

AMENDMENT - 15

Clause 3.4.4 of '3.4-Liability of the Consultant' of 'Agreement'-Page-64 of Revised RFP document stands amended as follows:-

As Mentioned in Revised RFP (Page No. 64)		As Amended to	
3.4.4	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.	3.4.4	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 2 (two) times the Agreement Value.

Sd/-

Chief General Manager
Bihar State Road Development Corporation Limited
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BIHAR STATE ROAD DEVELOPMENT CORPORATION LIMITED

(A Govt. of Bihar Undertaking)

Regd. Office: RCD Central Mechanical Workshop Campus, Near Patna Airport, Sheikhpura, Patna-800014

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CORRIGENDUM-6

NIT No. BSRDCL-903/2012/1882, Dated 23.07.2012

Sub: Appointment of Transaction Advisor for undertaking the preparation and procurement of the PPP Projects- reg. REVISED RFP of "DEVELOPMENT OF NORTH-SOUTH EXPRESS CORRIDOR [CONNECTING TAJPUR-NH 28 -BITHAULI (ATHARBEL) – JALE – PUPRI – JALESHWAR SECTION UP TO INDO-NEPAL BORDER (4-LANE, LENGTH : 115 KM)] "

AS MENTIONED IN ADDENDUM-1		shall be read as
As per NIT No.- BSRDCL-903/2012/1882	As Per Clarification	
<p>RFP for Projects:</p> <ol style="list-style-type: none"> 1. Development of North-South Express Corridor [Connecting Tajpur-NH 28 - Bithauli (Atharbel) – Jale – Pupri – Jaleshwar 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) 	<ol style="list-style-type: none"> 1. Submit as per REVISED RFP for Development of North-South Express Corridor [Connecting Tajpur-NH 28 - Bithauli (Atharbel) – Jale – Pupri – Jaleshwar 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 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 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 	<ol style="list-style-type: none"> 1. Submit as per REVISED RFP for Development of North-South Express Corridor [Connecting Tajpur-NH 28 -Bithauli (Atharbel) – Jale – Pupri – Jaleshwar section up to Indo-Nepal Border. (4-Lane, Length : 115 km)] - The original RFP is null and void and the revised RFP has been in BSRDCL website uploaded in-lieu of old RFP 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 original RFP is null and void and the revised RFP has been uploaded in BSRDCL website in-lieu of old RFP 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 original RFP is null and void and the revised RFP has been uploaded in BSRDCL website in-lieu of old RFP



BIHAR STATE ROAD DEVELOPMENT CORPORATION LIMITED

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DEVELOPMENT OF NORTH-SOUTH EXPRESS CORRIDOR [CONNECTING TAJPUR-NH 28 -BITHAULI (ATHARBEL) – JALE – PUPRI – JALESHWAR SECTION UP TO INDO-NEPAL BORDER (4-LANE, LENGTH : 115 KM)]

PRE-PROPOSAL QUERIES & CLARIFICATION (reg. Pre-Bid Meeting held on 18.09.2012)

Sl. No	Bidders Queries	BSRDCL Response
1.	<p>As per RFP Clause 1.4, Pg 42 The Consultant shall assist the Authority and its Technical Consultant and the Legal Advisor by furnishing clarifications as required for the structuring, documentation and award of the Project.</p> <p>As per RFP Clause 3.2 of Schedule-1 Pg 43 Scope includes assisting the Authority [in the selection of suitable firms as technical and legal consultants</p> <p>As per RFP Clause 3.4 of Schedule-1 Pg 45 The Consultant shall review and comment on the cost estimates contained in the Feasibility Report.</p> <p>As per RFP Clause 1.1.3 Pg 9 It is mentioned that Transaction advisor will prepare the Feasibility Report.</p> <p>As per RFP Clause 1.2 Pg 9 The purpose of this RFP-cum-RFQ is to invite proposals from a firm or body corporate representing a team of professionally qualified and experienced Financial, Technical and Legal Advisors (hereafter the “Advisors”) desirous to act as Transaction Adviser.</p> <p>As per RFP Clause 3.11, Pg. 44 The Consultant may also suggest improvements in the development plan and in the Bid Documents. For this purpose, he shall work closely with the Authority and its legal Advisors and technical consultants.</p> <p><u>Comment/Clarifications required</u> We understand that the Authority intends to hire a Technical Consultant separately for the preparation of Feasibility Report and the</p>	<p style="text-align: center;">Please refer Addendum-2 (Amendment No. 13)</p>

	<p>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 TA team, it is requested to reconsider the need to select another legal consultant for this assignment. Please clarify.</p> <p>Based on clarity on the scope of services of the TA, the relevant clauses of the RFP as referred to herein may be suitably modified.</p>	
2.	<p>As per RFP Clause 5.5.3 of Schedule-1 Pg 49</p> <p>As per this Clause, Success may be considered to have been achieved upon issuance of LoA to the selected Developer. However the Success fee shall be payable in two instalments, 75% on signing of concession agreement and 25% after completion of assignment.</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. Please clarify.</p>	As per REVISED RFP
3.	<p>As per RFP Clause 2.1.7 Pg 15 – Support Personnel</p> <p>The table mentions that the Support Personnel shall comprise Highway Engineer, Bridge Engineer, Survey Engineer, Environmental & Social Expert</p> <p><u>Comment/Clarifications required</u></p> <p>Subject to clarification for query at Sl. No. 1 above, 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 (as per Clause 3.2 of Schedule I). 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>In case 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> <p>If however the TA team is also responsible for preparing the Feasibility report and the bid documents, the Support Personnel may be further strengthened with PPP Analysts and Financial Analysts for undertaking transaction implementation as well.</p>	<p>Sub professional need not be put in RFP.</p> <p>Please refer Addendum-2 (Amendment No. 3 & 4)</p>
4.	<p>As per RFP Clause 2.1.4 pg. 14,</p> <p>TA Key personnel shall comprise of Senior Bridge Engineer & Senior Highway Engineer.</p> <p><u>Comment/Clarifications required</u></p> <p>The requirement of technical experience in bridges has been mentioned as a qualification for the Sr. Bridge Engg. However, it is unclear</p>	<p>Please refer Clarification/ Addendum of Ganga Bridge Project (Kacchi Dargah to Bidupur) &</p>

	<p>whether this may be relevant to the 2 highway projects (except in case of the project 3 – “Development of Six Lane Suspension Cable Green Field Bridge”.)</p> <p>Considering this, the requirement of a Sr. Bridge Engg. forming part of the Key personnel may be reviewed. Accordingly, Clause 2.2.2 (D) and Clause 3.1.3 may also be modified.</p>	<p>Please refer Addendum (Amendment No. 3 & 4)</p>
5.	<p>As per RFP Clause 2.1.6 – last paragraph, pg 14</p> <p>Panel members should demonstrate familiarity with the sectors concerned. Respondents to this RFP-cum-RFQ are asked to indicate the sectors within which they have previous experience in providing services of this kind and to provide supporting information to enable evaluation of that experience.</p> <p><u>Comment/Clarifications required</u></p> <p>We understand that the information provided by the TA in submissions comprising Forms 7, 7A, 8 & 8B shall suffice as the supporting information sought by the Authority. Kindly confirm.</p>	<p>ACCEPTED</p>
6.	<p>As per RFP Clause 2.2.2 (D), pg 17</p> <p>Educational qualifications for Project Development and PPP Expert cum Team Leader is mentioned as Graduate Civil Engineer with MBA (Finance) (Post-Graduation in Highways or Transportation/ Structure will be Preferable)</p> <p><u>Comment/Clarifications required</u></p> <p>Considering that the team leader would be responsible for overall delivery of the consulting services, reasonable knowledge of finance should suffice. This is also relevant since a specialized finance expert has been mandated as part of the Key Personnel of the Consultant.</p> <p>In light of the same, we request the criteria of MBA (Finance) be replaced with MBA.</p> <p>Also, kindly mention how additional preference would be accorded, in terms of marks/weightage in case the qualification of Post-Graduation in Highways or Transportation/ Structure</p>	<p>Please refer Addendum (Amendment No. 3 & 4)</p>
7.	<p>As per RFP Clause 3.1.3 on Pg 33, Pt. No 2 of Table</p> <p>15% marks have been assigned towards Design Consultancy experience in bridges of at least one major bridge of length 1000 m and above excluding approaches.</p> <p><u>Comment/Clarifications required</u></p> <p>The stated experience criteria seems to be more relevant for the Bridge development project (Development of Six Lane Suspension Cable Green Field Bridge over river Ganga from Kacchi Dargah on NH-30 to Bidupur in Dist Vaishali”) and may not be applicable to the other 2 projects.</p>	<p>Please refer Clarification/ Addendum of Ganga Bridge Project (kacchi Dargah to Bidupur)</p> <p>&</p>

	In light of the same, we request that this assigned weightage may be reviewed and suitably modified.	Please refer Addendum (Amendment No. 8)
8.	<p>As per RFP Clause 2.2.3, Pg 18</p> <p>The Applicant 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.</p> <p>The footnote mentions no separate annual financial statements should be submitted.</p> <p><u>Comment/Clarifications required</u></p> <p>We understand that the Statutory Auditors certificate of last 3 years ending on 31st March 2011 would suffice this requirement? Kindly confirm.</p>	ACCEPTED
9.	<p>As per RFP Clause 3.1.3, S. No.3, Pg 33</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>	Please refer Addendum (Amendment No. 8)
10.	<p>As per RFP Clause 3.5 of Schedule-1, , Pg 44</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 optimising 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 3.2 of Schedule-1 of RFP, and this will be made available to the Transaction Advisers. The Transaction Advisers shall incorporate this information in the preparation of the Feasibility Report.</p> <p>Kindly confirm.</p>	Please refer Addendum-2 (Amendment No. 13)

11.	<p>As per RFP Clause 3.7 of Schedule-1, Pg 44</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
12.	<p>As per RFP Clause 3.9 read together with Clause 4 A & 4 D of Schedule-1 Pg 44-46</p> <p>As per Clause 3.9, 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>Clause 4.A states that 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>Clause 4.D states 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 basic 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.</p> <p>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
13.	<p>As per RFP Clause 4 A of Schedule-1 Pg 47</p> <p>The Consultant shall submit a Supplementary Inception Report where it should clearly spell out the broad strategy for structuring the</p>	

	<p>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, Manuals, etc. prepared by the Technical Consultant), TA shall 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>	<p>As per REVISED RFP</p>
<p>14.</p>	<p>As per RFP Clause 4-B of Schedule-1 Pg 46</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 per our understanding, the technical report shall be prepared by Technical Consultants and would be engaged by the Authority with assistance from the TA. These reports shall inter-alia include the land survey report, traffic survey study, technical reports, preliminary project report indicating cost estimate, environmental impact assessment report, environmental Management plan, etc. The same shall be reviewed by the TA and recommendations would be summarized in the Feasibility Report.</p> <p>Further as mentioned in Clause 3.2 of Schedule, TA shall assist the authority in appointing technical consultants & legal consultants.</p> <p>In the light of above, we understand that the role of TA shall include review of information forming part of the technical & other reports prepared by Technical consultants (appointed by the Authority) and such information shall be part of pre-feasibility/feasibility assessment to be undertaken by TA.</p> <p>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>Please refer Addendum-2 (Amendment No. 13)</p>
<p>15.</p>	<p>As per RFP Clause 5.1 (Pg 46) and Clause 10 (Pg 49) of Schedule-1</p> <p>While the Payment Schedule in Clause 5 mentions total duration of 52 weeks, Clause 10 specifies that the Consultancy shall be deemed to be completed upon expiry of 2 years from the Effective date.</p> <p><u>Comment/Clarifications required</u></p> <p>It is requested to modify Clause 10 appropriately.</p>	<p>As per REVISED RFP</p>

16.	<p>As per RFP Clause 5.2 of Schedule-1 Pg 47; and Clause 7.1 of Schedule on Pg. 69-70</p> <p>While the table under Clause 5.2 refers to first payment on signing of the agreement, against Bank Guarantee from Schedule Bank of an amount equivalent to 10% of total professional fees, Clause 7.1.3 and Annex-7 of the Agreement requires furnishing the Bank Guarantee 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 is required 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. Please clarify.</p>	As per REVISED RFP
17.	<p>As per RFP Clause 3.1 (xiii) of Schedule-1 Pg 43</p> <p>Assistance in Land requisition plan under section 4/6 of LA 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, and such information be provided as a part of their report. The TA shall review the same as part of the Feasibility Report Submissions.</p> <p>Kindly confirm.</p>	Please refer Addendum-2 (Amendment No. 13)
18.	<p>As per RFP Clause 2.1.1 Pg.13</p> <p>IN case an applicant firm ----- as lead member of a consortium of firms.</p> <p><u>Comment/Clarifications required</u></p> <p>The clause implies that the requisite experience of only the lead member will be considered for eligibility. The present RFP requires experience for both transaction advisory as well as technical inputs. In such circumstances, it is suggested that the experience of the lead partner as well as JV partner shall be considered for eligibility as well as evaluation to have wider competition.</p>	Please refer Addendum-2 (Amendment No. 2)
19	<p>As per RFP Annex-6.5.2 Pg. 78 & 47</p> <p>Payment Schedule</p> <p><u>Comment/Clarifications required</u></p> <p>The fee payable for milestone no. 9 appears to be on lower side as compared to milestone no. 10. It shall be 25% and 10% for milestone no. 9 & 10 respectively.</p>	Please refer Addendum-2 (Amendment No. 14)

20	<p>As per RFP Clause 2.1.5 & 5.1 Page 13 & Page 47 The duration of Agreement Subject to the provisions 52 weeks. <u>Comment/Clarifications required</u> The duration of Agreement is two years and period for signing of concession agreement is 52 weeks. The duration of agreement shall be reduced.</p>	As per REVISED RFP
21	<p>As per RFP Clause 3.1 Evaluation of technical proposal Page 33 & 34 <u>Comment/Clarifications required</u> As the CV of support professionals is not to be evaluated, so their CV can be submitted and approved after LOA.</p>	Please refer Addendum (Amendment No. 3 & 4)
22.	<p>As per RFP Clause 2.1.7 Pg 14 & 15 CV of Key professional <u>Comment/Clarifications required</u> Can the same CV be used for all the three NITs namely BSRDCL-903/2012.</p>	NOT ALLOWED
23.	<p>As per RFP Clause 2.27 Page 32 Award of Consultancy <u>Comment/Clarifications required</u> If a company bid for all the three NITs namely BSRDCL-903/2012, is there any restriction on number of works to be awarded.</p>	NO RESTRICTION
24.	<p>As per RFP Clause 2.1.1 Page 13 Scope of Proposal <u>Comment/Clarifications required</u> Is it necessary to have the Team Leader from Lead Partner in case of JV.</p>	NOT NECESSARY
25.	<p>As per RFP Clause 1.8 Page 11 Schedule of selection process <u>Comment/Clarifications required</u> The time allowed for BDD is short and may be extended by at least one week.</p>	Please Refer CORRIGENDUM-5 published on BSRDCL website or see Addendum-2 (Amendment No. 1)
26.	<p>As per RFP Clause 2.1.1 Page 13 IN the case an applicant firm ----- as lead member of a consortium of firms.</p>	

	<p><u>Comment/Clarifications required</u></p> <p>The clause implies that the requisite experience of only the lead member will be considered for testing eligibility. As per the current scope set out in the RFP document, it requires experience for both Transaction Advisory as well as Technical Consultancy. Therefore, it is suggested that the experience of the lead partner as well as JV partner shall be considered for eligibility as well as evaluation. This would enhance wider competition and more transparency.</p>	<p>ACCEPTED</p>																																								
27.	<p>As per RFP Clause 3.1.3 Page 33</p> <p>Evaluation of Technical proposal: In S I No. 2, the experience for the bridge project is given weightage of 15 marks.</p> <p><u>Comment/Clarifications required</u></p> <p>For the above two Highway projects, it is suggested to club this experience with SI No. 3 i.e. The total weightage to be given under SI No. 3 projects should be 25 instead of 10. Since the Highway/bridge experience already covered under SI no. 1. This would encourage large participation.</p>	<p>Please refer Addendum-2 (Amendment No. 8)</p>																																								
28	<p>As per RFP Clause 5.2 Page 47</p> <table border="1" data-bbox="129 695 1843 1453"> <thead> <tr> <th data-bbox="129 695 250 768">Sl. No.</th> <th data-bbox="250 695 1352 768">Milestones</th> <th data-bbox="1352 695 1615 768">Week No.</th> <th data-bbox="1615 695 1843 768">Fee Payable</th> </tr> </thead> <tbody> <tr> <td data-bbox="129 768 250 841">1</td> <td data-bbox="250 768 1352 841">On signing of the Agreement*</td> <td data-bbox="1352 768 1615 841">D</td> <td data-bbox="1615 768 1843 841">10% of the P</td> </tr> <tr> <td data-bbox="129 841 250 914">2</td> <td data-bbox="250 841 1352 914">On submission of Inception Report</td> <td data-bbox="1352 841 1615 914">1-5</td> <td data-bbox="1615 841 1843 914">10% of the P</td> </tr> <tr> <td data-bbox="129 914 250 987">3</td> <td data-bbox="250 914 1352 987">On submission of Feasibility Report</td> <td data-bbox="1352 914 1615 987">5-15</td> <td data-bbox="1615 914 1843 987">10% of the P</td> </tr> <tr> <td data-bbox="129 987 250 1060">4</td> <td data-bbox="250 987 1352 1060">On submission of Draft PPR</td> <td data-bbox="1352 987 1615 1060">15-23</td> <td data-bbox="1615 987 1843 1060">10% of the P</td> </tr> <tr> <td data-bbox="129 1060 250 1133">5</td> <td data-bbox="250 1060 1352 1133">On Submission of PPR</td> <td data-bbox="1352 1060 1615 1133">23-24</td> <td data-bbox="1615 1060 1843 1133">5% of the P</td> </tr> <tr> <td data-bbox="129 1133 250 1206">6</td> <td data-bbox="250 1133 1352 1206">On Publication of Request for Qualification (RFQ)</td> <td data-bbox="1352 1133 1615 1206">24-30</td> <td data-bbox="1615 1133 1843 1206">5% of the P</td> </tr> <tr> <td data-bbox="129 1206 250 1279">7</td> <td data-bbox="250 1206 1352 1279">On Submission of RFQ Evaluation Report</td> <td data-bbox="1352 1206 1615 1279">30-35</td> <td data-bbox="1615 1206 1843 1279">5% of the P</td> </tr> <tr> <td data-bbox="129 1279 250 1385">8</td> <td data-bbox="250 1279 1352 1385">On Issuance of Request for Proposal (RFP) and on Selection of Preferred Bidder and issuance of LoA</td> <td data-bbox="1352 1279 1615 1385">35-45</td> <td data-bbox="1615 1279 1843 1385">10% of the P</td> </tr> <tr> <td data-bbox="129 1385 250 1453">9</td> <td data-bbox="250 1385 1352 1453">On Signing of Concession agreement</td> <td data-bbox="1352 1385 1615 1453">45-52</td> <td data-bbox="1615 1385 1843 1453">10% of the P</td> </tr> </tbody> </table>	Sl. No.	Milestones	Week No.	Fee Payable	1	On signing of the Agreement*	D	10% of the P	2	On submission of Inception Report	1-5	10% of the P	3	On submission of Feasibility Report	5-15	10% of the P	4	On submission of Draft PPR	15-23	10% of the P	5	On Submission of PPR	23-24	5% of the P	6	On Publication of Request for Qualification (RFQ)	24-30	5% of the P	7	On Submission of RFQ Evaluation Report	30-35	5% of the P	8	On Issuance of Request for Proposal (RFP) and on Selection of Preferred Bidder and issuance of LoA	35-45	10% of the P	9	On Signing of Concession agreement	45-52	10% of the P	<p>Please refer Addendum-2 (Amendment No. 14)</p>
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10	On completion of Assignment	As per time frame	25% of the P
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Comment/Clarifications required

Sl. No.	Milestones	Week No.	Fee Payable
1	On signing of the Agreement*	D	10% of the P
2	On submission of Inception Report	1-6	10% of the P
3	On submission of Draft Feasibility Report	6-20	20% of the P
4	On submission of Final Feasibility Report	20-24	15% of the P
5	On Publication of Request for Qualification (RFQ)	24-30	5% of the P
6	On Submission of RFQ Evaluation Report	30-35	10% of the P
7	On Issuance of Request for Proposal (RFP) and on Selection of Preferred Bidder and issuance of LoA	35-45	10% of the P
8	On Signing of Concession agreement	45-52	10% of the P
9	On completion of Assignment	As per time frame	10% of the P

Rationale: As the Large Scale of works is involved to finalize the feasibility report, large amount of cost to be incurred. This would encourage the bidder to bring adequate resources as required for the project

Clause 4 (D), Page-45 of RFP

Appraisal Report (Refer Clause 3.9)

In case the viability gap funding projected in the Appraisal Report exceeds the projection in the Draft Preliminary Project 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.

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

29

As per REVISED RFP

	<p>consultancy fee as an compensation, after consultant has been paid for the work done for completed milestones.</p> <p><u>Comment/Clarifications required</u></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 fees as an compensation, after consultant has been paid for the work done for completed milestones.</p> <p>The first para to be deleted as the financial model depends upon assumptions which may vary time to time.</p>	
30	<p>Clause 4 (A), Page-45 of RFP</p> <p>Inception Report</p> <p>On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the “Inception Report”). The Inception Report shall be a further elaboration of the Consultant’s submissions towards understanding of the RFP, the methodology to be followed and Work Plan, etc. Within a period of six weeks of the submission of the Inception Report, 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>On commencement of the Consultancy, the consultant shall prepare and submit an inception report (the ‘inception report’). The Inception Report shall be a further elaboration of the Consultant’s submissions towards understanding of the RFP, the methodology to be followed and work plan, etc. It would be pre-mature to calculate the VGF requirement at inception report stage.</p>	As per REVISED RFP
31	<p>Clause 3.1.3</p> <p>Criteria for evaluation</p> <p>Design Consultancy experience in bridges of at least one major bridge of length 1000 m and above excluding approaches</p> <p><u>Comment/Clarifications required</u></p> <p>Design Consultancy experience is largely undertaken by the firms providing Technical Consultancy services.</p> <p>We request the Authority to kindly consider the <i>experience of the partnering Technical Consultant</i> as Eligible Assignments under the said criteria</p>	Please refer Addendum-2 (Amendment No. 2)
32	<p>Clause 3.1.4</p> <p>Eligible Assignments</p> <p>All Eligible Assignments relating to project based on the same Model Concession Agreement and awarded by the same public entity shall be counted as one Eligible Assignment</p>	As per REVISED RFP

	<p><u>Comment/Clarifications required</u></p> <p>With respect to the eligible assignments for infrastructure projects of roads and highways in India, apart from assignments awarded by National Highways Authority of India (NHAI), not many roads & highways assignments have been awarded by any other Central/ State Agencies.</p> <p>In view of the above, we request the Authority to consider the assignments based on the same Model Concession Agreement and awarded by the same public entity <i>to be counted as separate</i> Eligible Assignments.</p>	
33	<p>Clause 2.2.2 (D) –Key Personnel</p> <p>Project Development and PPP Expert cum Team Leader</p> <ul style="list-style-type: none"> ✓ Minimum Professional experience- 15 years ✓ Experience on Eligible Assignments - ✓ 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 <p><u>Comment/Clarifications required</u></p> <p>This being the most important position in the Team, we request to modify the conditions of eligibility with the following:</p> <p>Project Development and PPP Expert cum Team Leader</p> <p>Minimum Professional experience- 20 years</p> <p>Experience on Eligible Assignments -</p> <ul style="list-style-type: none"> ✓ Minimum 15 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 4 infrastructure projects on PPP. ✓ Highway/Bridge Projects experience would be preferred ✓ 	<p style="text-align: center;">Please refer Addendum (Amendment No. 3 & 4)</p>
34	<p>Clause 2.2.2 (A) –Technical Capacity-</p> <p><i>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.</i></p>	<p style="text-align: center;">Please refer Clarification/Addendum of Ganga Bridge Project</p>

	<p>Para (II) of the Technical Capacity includes the following: The applicant should have project development experience for Bridge Project on Perennial stream for at least 1000 m length (excluding approaches).</p> <p><u>Comment/Clarifications required</u></p> <p>Very few bridge projects have been completed in India in the last 7 years. This is a very restrictive clause with only a few bidders qualifying the criterion. We request the Authority to qualify the following also in the project development experience:</p> <ul style="list-style-type: none"> ✓ Raising private equity investment. ✓ Devising various options for capital structuring & funding, ✓ Short listing of investors and assistance in their induction into the project. ✓ Assisting the authority in commercial and financial modeling and ✓ In achieving successful financial closure 	<p>(kacchi Dargah to Bidupur) &</p> <p>Please refer Addendum (Amendment No. 8)</p>
35	<p>Clause 2.26 Indemnity</p> <p>The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, or an amount not exceeding 2 (two) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services and not for any indirect or consequential damages.</p> <p><u>Comment/Clarifications required</u></p> <p>We request the Authority to replace the indemnity given in this clause with the following:</p> <p><i>"The Consultant shall indemnify Authority against all direct losses, damages, claims and liabilities arising out of Consultant's fraud, wilful misconduct, breach of confidentiality or breach of Authority's or third party intellectual property right"</i></p>	<p>Please refer Addendum (Amendment No. 5)</p>
36	<p>Clause 3.4-Liability of the Consultant-(Page. No. 64 of 100)</p> <p>Liability of the Consultant</p> <p><u>Comment/Clarifications required</u></p> <p>We request the Authority to replace the clause with the following:</p> <p><i>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."</i></p>	<p>Please refer Addendum (Amendment No. 15)</p>

37	<p>Liquidated damages</p> <p><u>Comment/Clarifications required</u></p> <p>We request the Authority that to modify the clause with the following: Liquidated damages shall not exceed 20% of the contract fees.</p>	As per REVISED RFP																																																								
38	<p>5. TIME AND PAYMENT SCHEDULE</p> <table border="1" data-bbox="129 391 1832 1224"> <thead> <tr> <th>Sl. No.</th> <th>Milestones</th> <th>Week No.</th> <th>Fee Payable</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>On signing of the Agreement*</td> <td>D</td> <td>10% of the P</td> </tr> <tr> <td>2</td> <td>On submission of Inception Report</td> <td>1-5</td> <td>10% of the P</td> </tr> <tr> <td>3</td> <td>On submission of Feasibility Report</td> <td>5-15</td> <td>10% of the P</td> </tr> <tr> <td>4</td> <td>On submission of Draft PPR</td> <td>15-23</td> <td>10% of the P</td> </tr> <tr> <td>5</td> <td>On Submission of PPR</td> <td>23-24</td> <td>5% of the P</td> </tr> <tr> <td>6</td> <td>On Publication of Request for Qualification (RFQ)</td> <td>24-30</td> <td>5% of the P</td> </tr> <tr> <td>7</td> <td>On Submission of RFQ Evaluation Report</td> <td>30-35</td> <td>5% of the P</td> </tr> <tr> <td>8</td> <td>On Issuance of Request for Proposal (RFP) and on Selection of Preferred Bidder and issuance of LoA</td> <td>35-45</td> <td>10% of the P</td> </tr> <tr> <td>9</td> <td>On Signing of Concession agreement</td> <td>45-52</td> <td>10% of the P</td> </tr> <tr> <td>10</td> <td>On completion of Assignment</td> <td>As per time frame</td> <td>25% of the P</td> </tr> </tbody> </table> <p><u>Comment/Clarifications required</u></p> <table border="1" data-bbox="129 1295 1832 1508"> <thead> <tr> <th>Sl. No.</th> <th>Milestones</th> <th>Week No.</th> <th>Fee Payable</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>On signing of the Agreement*</td> <td>D</td> <td>10% of the P</td> </tr> <tr> <td>2</td> <td>On submission of Inception Report</td> <td>1-5</td> <td>10% of the P</td> </tr> </tbody> </table>	Sl. No.	Milestones	Week No.	Fee Payable	1	On signing of the Agreement*	D	10% of the P	2	On submission of Inception Report	1-5	10% of the P	3	On submission of Feasibility Report	5-15	10% of the P	4	On submission of Draft PPR	15-23	10% of the P	5	On Submission of PPR	23-24	5% of the P	6	On Publication of Request for Qualification (RFQ)	24-30	5% of the P	7	On Submission of RFQ Evaluation Report	30-35	5% of the P	8	On Issuance of Request for Proposal (RFP) and on Selection of Preferred Bidder and issuance of LoA	35-45	10% of the P	9	On Signing of Concession agreement	45-52	10% of the P	10	On completion of Assignment	As per time frame	25% of the P	Sl. No.	Milestones	Week No.	Fee Payable	1	On signing of the Agreement*	D	10% of the P	2	On submission of Inception Report	1-5	10% of the P	Please refer Addendum (Amendment No. 14)
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Note: Please provide the Bid Proposal for the subjected project in Soft Copy too. **Soft Copy is obligatory not mandatory to assess the document with adequacy at earliest.**

Sd/-
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