

**“Supervisory Consultancy Services for the work -Widening of East Coast Road (ECR) From Double Lane Into Four Lane From KM 22/300 to KM 55/800, Including Improvements to curved stretches – 13 Nos & Junctions-7Nos. from KM 55/800 to KM 135/500 in Chennai, in the State of Tamil Nadu, India”**

Pre – Bid Meeting held on 10<sup>th</sup> February, 2014 (at 15:00 hrs), Venue- Conference Hall, TNRDC171, 2nd Floor, Tamil Nadu Maritime Board Building, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road (Greenways Road), Raja Annamalai Puram, Chennai – 600 028.

**RESPONSE TO PRE BID QUERIES**  
**(To Form Part of the Bid Document)**

SR. NO	CLAUSE NO. & SECTION	PAGE NO	ORIGINAL CLAUSE IN THE BID DOCUMENT	CLARIFICATION / SUGGESTION BY BIDDER	RESPONSE BY TNRDC
1	Section-1 Clause-9	Page- 6	7. RFP submission must be received not later than <b>15:00 hrs on 24<sup>th</sup> February 2014</b> in the manner specified in the RFP document at the address given below:- <b>Chief General Manager</b> <b>Tamil Nadu Road Development Company Ltd.,</b> Corp. Office: 171, 2nd Floor, Tamil Nadu Maritime Board Building, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road (Greenways Road), Raja Annamalai Puram, Chennai – 600 028. Phone : 044- 2495 2800 / 2495 3800, <b>Fax : 91-44-2493 3800</b>	It is requested to extend the proposal submission date up to 4th March 2014 (Tuesday). Please consider and confirm	No Change. The Conditions of the RFP document will prevail.
2	Section-2 Clause-6.5.	Page- 17	6.5 Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, the TNRDC expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available. TNRDC shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.	it is requested that the Consultancy Services must start on the dates indicated in RFP as extension of bid validity may cause problem in retaining the proposed staff for the assignment for longer period in present volatile Indian market	No Change. The Conditions of the RFP document will prevail .
3	Section-2 Clause-6.5	Page- 17	7.1 After acceptance of LOA, the successful firm shall furnish performance security for a value of <b>2.50%</b> of the contract value within 20 Days of issue of LOA	It is requested to allow the selected consultant to convert/consider submitted EMD to be a part of the performance security.	No Change. The Conditions of the RFP document will prevail.
4	Section-6		5.13 The Supervisory Consultant to recommend to TNRDC for issue of completion certificate.	As per ToR., we do not see any task / responsibility related to issue the substantial completion certificate/ completion certificate. Kindly confirm that this task will be carried out by TNRDC?	It is clarified that, the Completion Certificate shall be issued by TNRDC based on the recommendations of the Supervisory Consultant.

5	General	-	-						Please clarify that if any independent tests need to be carried out on the quality of material /on finished work, the cost of such tests would be incurred by the contractor	Yes. It is clarified that, the Cost of the tests conducted will be borne by the Contractor.	
6	Section-6, Para 5.1	Page- 62	<b>5.1 In respect of the Drawings, Documents and Safety Report received by the Supervisory Consultant for its review and comments during the Construction Period.</b>							Review of Drawings and design data furnished by the Contractor to be done during Construction Period. For reviewing of drawing and data and check its correctness, input of Design Engineers would be essential; but as such there is no provision in the RFP. We request you to include the positions of 1 no. Highway Design Engineer (4 months) and 1 no. Bridge Design Engineer (2 months). Please consider and confirm.	No Change. The Conditions of the RFP document will prevail.
7	Section-6, Clause-6.2(a) of Special conditions of Contract	Page- 104	6.2 (a) "Payments for remuneration made in accordance with Clause GC 6:2(a) in foreign and / or local currency shall be adjusted as follows :  Remuneration of employed personnel designated in foreign currency or Indian Currency pursuant to the rates set forth in the Appendix G & H shall be adjusted only one after 27 months from the date of commencement by increasing it by a factor of 8%.  Notwithstanding any other provisions in the agreement in this regard, this provision will prevail and over ride any other provision to the contrary in this agreement.							Escalation may not be applicable to the consultant as the assignment is for 27 months and applicable percent of 8% which is after completion of 27 months. If rate revision is required to be done due to extension of consultancy services, it should be on all items of FP and not only on remuneration that to per annum and not once as it appears from this clause. May please consider and confirm	No Change. The Conditions of the RFP document will prevail.
8	Section-6, Clause-6.2(a) Sub heading VII	Page- 55	<b>VII. Office Furniture and Equipment (Rental)</b>							Please refer sub head VII. Of Office Furniture and Equipment given on page 55, Requires the Consultant to provide Diesel Generator of 33 KVA in the office. It is felt that the given capacity is too high. It is suggested to reduce the capacity to 10 KVA. Provision of inverter may also please be included. Please consider and confirm.	No Change. The Conditions of the RFP document will prevail.
			<b>No</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate / Month/ unit (Rs.)</b>	<b>Period in Months</b>	<b>Amount (Rs.)</b>		
			8	Diesel Generator (33 KVA) with running cost	each	1		27			
9	Section-6, Clause-6.4(a) (1)of Special conditions of Contract	Page- 106	6.4(a) (1)The following provisions shall apply to the interest bearing advance payment and the advance payment guarantee: (1) An advance payment. of 10% of the contract price in proportion to the quoted Indian currency (INR) & foreign currency (US dollar) in the bid shall be made by the Client within 60 days after receipt and verification of advance payment bank guarantee. The advance payment will be set off by							Please refer clause 6.4(a) (1) on page 106 & 107 of 126, sec of the RFP which states that Advance Payment will be interest bearing. It is requested to convert it to interest free. May please consider and confirm	No Change. The Conditions of the RFP document will prevail.

			the Client in equal installments against the remuneration, cost and expenses etc., payable by the client for the first 12 month of the Service until the advance payment has been fully set off. However, if for any month the advance recovery installment is more than the amount billed, there will be no negative billing on this account and the balance of the recovery will be carried over to subsequent month or months.		
10	General	-	-	Normally weight age is given to Permanent Employee(s) of Firm who has worked for the Consultant for more than one year from the date of submission of proposal. It is requested to include Permanent full time Consultant in this category also, as many serving Personnel in the Organization prefer to work as full time Consultant than Employee. Please consider and confirm	No Change. The Conditions of the RFP document will prevail.
11	Section-7, Clause-4.5(c),	Page 96	<p><b>4.5 Removal and Replacement of Personnel</b></p> <p>(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree,</p> <p>(i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and</p> <p>(ii) the remuneration to be paid to any of the Key Personnel provided as a replacement shall be 95% of the remuneration which would have been payable to the Key Personnel replaced for the reason other than death/extreme medical ground.</p> <p>(iii) for total replacement up to 33% of key personnel, remuneration shall be reduced by 5%</p> <p>(iv) for total replacement up to between 33% to 50%, remuneration shall be reduced by 10% and</p> <p>(v) for total replacement beyond 50% of the total of key personnel, the client may initiate action for termination/debarment of such consultants for future projects of TNRDC.</p>	Please refer Clause 4.5 (c) on page 96 of 126 of the RFP regarding penalty/reduction on remuneration on replacement of CVs of Key Professionals. We would like to request that the penalty/reduction on remuneration on replacement of CVs of Key Professionals may please be made non-applicable in the event the contract period is extended beyond the original stipulated contract period which is very logical. Please consider and confirm.	No Change. The Conditions of the RFP document will prevail.
12	General	-	-	Position for 'Senior Contract Specialist' may kindly also be included in the Team. May please consider and confirm	No Change. The Conditions of the RFP document will prevail.

13	General	-	-	The Chainage details of the curved Stretch (13 nos.) and Junctions (7 nos.) may please be given.	Please refer Addendum -I, for the Chainage details of the Curved Stretches (13 nos.) and Junctions (7 nos.).
14	General	-	-	Number of Bridges (Major & Minor) and various structures involved in the project stretch may please be given	Please refer Addendum -I , for the Number of Bridges (Major & Minor) and structures involved in the project stretch .
15	General	-	-	Kindly indicate the approximate cost of the Project	It is clarified that, the Approximate Project cost for <b>Widening Of East Coast Road (ECR) From Double Lane Into Four Lane From Km 22/300 to Km 55/800, Including Improvements to curved stretches - 13 Nos. &amp; Junctions-7 Nos. from Km 55/800 to Km 135/500 in Chennai, Tamil Nadu is Rs.256.67 Crores</b>
16	General	-	-	The Mode of execution of the project such as PPP-BOT or others may please be indicated	It is clarified that, Mode of execution of the project will be on Item Rate Contract Basis