

Pre bid Queries & Replies: Technical Consultant for Preparation of Detailed Project Report for Integrated Development of Coastal Highway with Cycle Track in Malappuram, Kozhikode, Kannur & Kasaragod Districts

Pre-Bid Queries and Replies

1. L&T Infrastructure Engineering Limited

S No	Reference	Remarks	Replies																				
1.	General	Request the authority to share the KML file of the alignment.	Attached																				
2.	Clause 2.2.2 (D), Page no 17	We request you to allow modify as per below.	RFP conditions prevail.																				
	<table border="1"> <thead> <tr> <th>Key Personnel</th> <th>Educational Qualification</th> </tr> </thead> <tbody> <tr> <td>Senior Highway Engineer – cum - Team Leader</td> <td>Graduate in Civil Engineering/ Additional weightage for Post graduate qualification</td> </tr> <tr> <td>Bridge Engineer /Structural Engineer</td> <td>Graduate in Civil Engineering/ Additional weightage for Post-Graduation in Structural /Bridge Engineering</td> </tr> <tr> <td>Highway Cum Pavement Engineer</td> <td>Post Graduate in Transportation Engineering</td> </tr> <tr> <td>Coastal Engineering Expert</td> <td>Graduate in Civil Engineering/Additional weightage for Post-Graduation in Coastal /Ocean Engineering</td> </tr> </tbody> </table>	Key Personnel	Educational Qualification	Senior Highway Engineer – cum - Team Leader	Graduate in Civil Engineering/ Additional weightage for Post graduate qualification	Bridge Engineer /Structural Engineer	Graduate in Civil Engineering/ Additional weightage for Post-Graduation in Structural /Bridge Engineering	Highway Cum Pavement Engineer	Post Graduate in Transportation Engineering	Coastal Engineering Expert	Graduate in Civil Engineering/Additional weightage for Post-Graduation in Coastal /Ocean Engineering	<table border="1"> <thead> <tr> <th>Key Personnel</th> <th>Educational Qualification</th> </tr> </thead> <tbody> <tr> <td>Senior Highway Engineer – cum - Team Leader</td> <td>Graduate in Civil Engineering/ Additional weightage for Post graduate qualification in Transportation Engineering/ Civil Engineering</td> </tr> <tr> <td>Bridge Engineer /Structural Engineer</td> <td>Graduate in Civil Engineering/ Additional weightage for Post-Graduation in Structural /Bridge Engineering/ Civil Engineering</td> </tr> <tr> <td>Highway Cum Pavement Engineer</td> <td>Post Graduate in Transportation Engineering / Civil Engineering</td> </tr> <tr> <td>Coastal Engineering Expert</td> <td>Graduate in Civil Engineering/Additional weightage for Post-Graduation in Coastal /Ocean Engineering/ Civil Engineering/ offshore Structures / Ph.D Maritime Structures</td> </tr> </tbody> </table>	Key Personnel	Educational Qualification	Senior Highway Engineer – cum - Team Leader	Graduate in Civil Engineering/ Additional weightage for Post graduate qualification in Transportation Engineering/ Civil Engineering	Bridge Engineer /Structural Engineer	Graduate in Civil Engineering/ Additional weightage for Post-Graduation in Structural /Bridge Engineering/ Civil Engineering	Highway Cum Pavement Engineer	Post Graduate in Transportation Engineering / Civil Engineering	Coastal Engineering Expert	Graduate in Civil Engineering/Additional weightage for Post-Graduation in Coastal /Ocean Engineering/ Civil Engineering/ offshore Structures / Ph.D Maritime Structures	
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	Quantity Surveyor cum Cost estimate Specialist	Graduate in Civil Engineering	Quantity Surveyor cum Cost estimate Specialist	Graduate in Civil Engineering	
Procurement Expert	Graduate in Civil Engineering/Additional weightage for qualification in procurements and contracts	Procurement Expert	Graduate in Civil Engineering/ MBA / Additional weightage for qualification in procurements and contracts		
Environmental Expert	Post Graduate in Environmental engineering	Environmental Expert	Post Graduate in Environmental Engineering/ Civil Engineering Some of the universities like IIT, issues Post Graduate degree as Masters in Civil Engineering. Those who have done Environmental Engineering, the university issues degrees as Masters in Civil Engineering only. Hence for Environmental Engineering position we request you to consider Masters in Civil Engineering from IIT.		
3.	Clause 3.1.3, Page no. 34 The scoring Criteria		We request you to modify as below;		RFP conditions prevail.
3(a)	Senior Highway Engineer-cum-Team Leader	Educational Qualification: <ul style="list-style-type: none"> • Graduate in CivilEngg-1 Marks • Post-Graduation in Civil Engineering-2 Marks 	3(a)	Senior Highway Engineer-cum-Team Leader	
3(b)	Bridge Engineer/Structural Engineer	Educational Qualification: <ul style="list-style-type: none"> • Graduate in CivilEngg-1Marks 			

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	3(b)	Bridge Engineer/Structural Engineer	Educational Qualification: <ul style="list-style-type: none"> • Graduate in CivilEngg-1Marks • Post-Graduation in Civil Engineering-2 Marks 			<ul style="list-style-type: none"> • Post-Graduation in Civil Engineering/ Structural /Bridge Engineering -2 Marks 	
	3(c)	Traffic – cum - Safety Expert	Educational Qualification: <ul style="list-style-type: none"> • Graduate in CivilEngg-1Marks • Post-Graduation in Civil Engineering-2 Marks 	3(c)	Traffic – cum - Safety Expert	Educational Qualification: <ul style="list-style-type: none"> • Graduate in CivilEngg-1Marks • Post-Graduation in Traffic and Transportation Engineering/ Planning - 2 Marks 	
	3(d)	Highway cum Pavement Engineer	Educational Qualification: <ul style="list-style-type: none"> • Graduate in CivilEngg-1Marks • Post-Graduation in Civil Engineering-2 Marks 	3(d)	Highway cum Pavement Engineer	Educational Qualification: <ul style="list-style-type: none"> • Graduate in CivilEngg-1Marks • Post-Graduation in Civil Engineering/Transportation Engineering-2 Marks 	
	3(e)	Coastal Engineering Specialist	Educational Qualification: <ul style="list-style-type: none"> • Graduate in CivilEngg-1Marks • Post-Graduation in Civil Engineering/ Coastal /Ocean Engineering/ Civil Engineering/ offshore Structures / Ph. D Maritime Structures -2 Marks 	3(e)	Coastal Engineering Specialist	Educational Qualification: <ul style="list-style-type: none"> • Graduate in CivilEngg-1 Marks • Post-Graduation in Civil Engineering/ Coastal /Ocean Engineering/ Civil Engineering/ offshore Structures / Ph. D Maritime Structures -2 Marks 	

S No	Reference			Remarks			Replies
			Engineering- 2 Marks	3(f)	Quantity Surveyor Cum	Educational Qualification:	
	3(e)	Coastal Engineering Specialist	Educational Qualification: <ul style="list-style-type: none">• Graduate in CivilEngg-1 Marks• Post- Graduation in Civil Engineering- 2 Marks		Cost Estimate Specialist	<ul style="list-style-type: none">• Graduate in CivilEngg-1 Marks• Post-Graduation in Civil Engineering- 0.5 Marks	
	3(f)	Quantity Surveyor Cum Cost Estimate Specialist	Educational Qualification: <ul style="list-style-type: none">• Graduate in CivilEngg- 0.5 Marks• Post- Graduation in Civil Engineering- 1Marks	3(g)	Procurement Specialist	Educational Qualification: <ul style="list-style-type: none">• Graduate -1 Marks• Post-Graduation in Civil Engineering/ MBA -1.5 Marks	
	3(g)	Procurement Specialist	Educational Qualification: <ul style="list-style-type: none">• Graduate in CivilEngg-1 Marks• Post- Graduation	3(h)	Environmental Expert	Educational Qualification: <ul style="list-style-type: none">• Graduate in Civil Engg/ Chemical Engineering- 1Marks• Post-Graduation in Civil Engineering/Environmental Engineering -1.5 Marks	

S No	Reference			Remarks	Replies
			in Civil Engineering- 1.5 Marks Educational Qualification: <ul style="list-style-type: none"> • Graduate in CivilEngg- 1Marks • Post-Graduation in Civil Engineering- 1.5 Marks 		
4.	Clause No 2.2.4, Page no 17 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I			Please specify the stamp denomination for executing the PoA.	Rs. 600 /-
5.	Clause No 2.20.1, Page no 28 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 2,00,000/- (Two lakh only) in the form of Demand Draft issued by one of the Nationalized / Scheduled Banks in India in favor of the Project Director, KRFB PMU payable at Thiruvananthapuram. (the "Bid Security")			Please include Bank guarantee as the mode of payment for the bid security. We request to provide the Bank guarantee format.	The format with new office address attached herewith.
6.	2.21.2 , Page no 30 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this			Whether Bank Guarantee can be provided instead of Treasury Fixed Deposit	No.

S No	Reference	Remarks	Replies
	<p>Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof. 50% of the Performance Security shall be in form of Treasury Fixed Deposit and the balance as Bank Guarantee Deposit from any Nationalized Bank</p>		
7.	<p>Clause 3.3.2, i, Page No 55</p> <p>For additional land proposed to be acquired as per final alignment plan of the Project Highway, the Land Plans shall be marked on duly certified village maps showing survey numbers and shall be furnished along with a report which will include detailed schedules in respect of the proposed acquisition of land holdings as per revenue records in a format that would enable the Authority to initiate land acquisition proceedings. The Consultant in this process will be assisted by Special Tahsildar, KIIFB Projects</p>	<p>We understand in many districts of Kerala resurvey is yet to be completed and updated maps are yet to be published by revenue department. We request that the client may facilitate providing updated maps to the consultants to complete this activity.</p>	<p>It is part of Consultancy Services</p>
8.	<p>3.3.6 d, Page no 57</p> <p>Investigations of the subsoil strata (one trial bore and/or test pit at embankment and one in riverbed at locations where new bridges or other structures are proposed. The depth of trial bore/ test pit shall be as per IRC standards).</p>	<p>From the site appreciation consultants understand that high embankments will be required for the development of this road and soil condition along the alignment is of poor quality This will require assessment of existing soil conditions for the development of the road. Further, there may be requirement of marine bore holes in some of the bridge locations, which is a very costly component. In this context, we request KRFB to specify the number of land & marine bore holes to be taken so that all the consultants will be brought to the same platform.</p> <p>Alternatively, consultants shall be allowed to quote the rates for land and marine bore holes and payments may be made on</p>	<p>MORTH 5th revision and relevant IS codes.</p>

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		actual quantities carried out, in discussion and agreement with the client.																						
9.	<p>Clause 3.9 , Truck Lay Bays, Page 58</p> <p>The Consultant shall undertake field surveys and identify suitable locations for provision of truck lay bays on the Project Highway. Truck lay bays shall, in general, be located near check-barriers, interstate borders, places of conventional stops of the truck operators etc. The length of each such truck lay bays shall also be indicated.</p>	The proposed road is a new alignment and the guidelines given for selection of location for the truck lay bye are not relevant for this project. Please specify the number of truck lay byes which are to be provided in the project stretch.	RFP Conditions prevail.																					
10.	<p>Clause 6.2 , Page no 67</p> <p>Time schedule for important Deliverables (the “Key Dates”) of the Consultancy and the payment schedule linked to the specified Deliverables is given below:</p> <table border="1" data-bbox="260 1057 829 1471"> <thead> <tr> <th data-bbox="260 1057 342 1148">S No</th> <th data-bbox="342 1057 680 1148">Deliverables</th> <th data-bbox="680 1057 829 1148">Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="260 1148 342 1258">KD 1</td> <td data-bbox="342 1148 680 1258">Inception Report</td> <td data-bbox="680 1148 829 1258">Nil</td> </tr> <tr> <td data-bbox="260 1258 342 1471">KD 2</td> <td data-bbox="342 1258 680 1471">Report on Alignment (including proposed geometric improvements) and first traffic survey</td> <td data-bbox="680 1258 829 1471">15%</td> </tr> </tbody> </table>	S No	Deliverables	Payment	KD 1	Inception Report	Nil	KD 2	Report on Alignment (including proposed geometric improvements) and first traffic survey	15%	<p>The payment schedule as provided in the RFP document does not commensurate with the cost for survey and investigation which are predominately incurred before finalization of report on alignment. Therefor to ensure cashflow commensurate to the out-of-pocket expenses the following changes are suggested in the Payment schedule:</p> <table border="1" data-bbox="854 964 1598 1456"> <thead> <tr> <th data-bbox="854 964 953 1019">S No</th> <th data-bbox="953 964 1459 1019">Deliverables</th> <th data-bbox="1459 964 1598 1019">Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="854 1019 953 1130">KD 1</td> <td data-bbox="953 1019 1459 1130">Inception Report</td> <td data-bbox="1459 1019 1598 1130">10%</td> </tr> <tr> <td data-bbox="854 1130 953 1312">KD 2</td> <td data-bbox="953 1130 1459 1312">Report on Alignment (including proposed geometric improvements) and first traffic survey</td> <td data-bbox="1459 1130 1598 1312">15%</td> </tr> <tr> <td data-bbox="854 1312 953 1456">KD 3</td> <td data-bbox="953 1312 1459 1456">Report on Land Plan Schedules and Utility Relocation</td> <td data-bbox="1459 1312 1598 1456">10%</td> </tr> </tbody> </table>	S No	Deliverables	Payment	KD 1	Inception Report	10%	KD 2	Report on Alignment (including proposed geometric improvements) and first traffic survey	15%	KD 3	Report on Land Plan Schedules and Utility Relocation	10%	RFP conditions prevail
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	KD 3	Report on Land Plan Schedules and Utility Relocation	10%	KD 4	Report on Indicative GAD of structures (bridges, grade separators, ROB/RUBs)	10%	
	KD 4	Report on Indicative GAD of structures (bridges, grade separators, ROB/RUBs)	10%	KD 5	Report on Environment and Social Impact Assessment	10%	
	KD 5	Report on Environment and Social Impact Assessment	10%	KD 6	Draft Detailed Project Report and Bid Document for Selection of contractor	25%	
	KD 6	Draft Detailed Project Report and Bid Document for Selection of contractor	25%	KD 7	Final Detailed Project Report and Bid document for selection of contractor	10%	
	KD 7	Final Detailed Project Report and Bid document for selection of contractor	20%	KD 8	Completion of Services including assistance during Bid Process	10%	
	KD 8	Completion of Services including assistance during Bid Process	10%				
11.	Clause 6.3, Page no 67			As per the payment schedule there is 10% payment for the report on Environment and Social impact assessment. Please confirm the 5% retention as stipulated in clause 6.3 is in			RFP conditions will prevail

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	<p>The TOR for the Consultant envisages assistance in the process of public hearings, etc. in respect of the Environment Impact Assessment (EIA) of the Project Highway specified in Paragraph 3.15. In the event that the process cannot be completed within the period specified herein for completion of Final Detailed Project Report, the EIA Report may be completed and submitted to the Authority within an extended period of 6 (six) weeks after submission of the Detailed Project Report. A sum equal to 5% (five per cent) of the total payment due shall be withheld and paid to the Consultant upon submission of the EIA Report and environment management plan.</p>	<p>addition to the 10% payment already scheduled for this particular item.</p>	
12.	<p>Clause 6.5 , Page no 68</p> <p>10% of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Contract Agreement. In the event the Contract Agreement does not get executed within one year of the Effective Date, the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 26 weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates</p>	<p>As per the clause, consultant will have to forfeit the stipulated percentage ie 10% of the agreement value. In case the contract agreement for execution is not signed before the stipulated one year of the effective date. For consultancy assignments 10% of the project fee is too large to be forfeited in case of non-execution of the agreement, which is not under the control of the consultant. Therefore, this share of fee shall be limited to 2.5% of the consultancy fee.</p>	RFP conditions prevail

2. Louis Berger International

S. No.	Clause Number; Original Clause	Page Number	Query	Replies
1.	Clause 2.2 Substitution of Key Personnel Under clause 2.26.2 20% on first substitution and in case of a second substitution such deduction shall be 50%	34	As per the standard DPR contracts, on first substitution there is reduction of 5% and in case of second its 10%. We request you to kindly consider revising these percentages as per standard clause.	RFP condition prevail.
2.	2.27 Indemnity Indemnification for an amount not exceeding 3 (three) times the value of the agreement	34	As per the Ministry of Road Transport & Highways (MoRTH) DPR contracts, the consultants are liable to indemnify against any deficiency in services limited to the contract value. We request you to kindly consider the revision in the limits specified in the RFP	RFP condition prevail.
3.	Terms of Reference Project routes details	48	Kindly arrange to provide project road map including start & end coordinates of project road or kml/kmz file of project road stretches	Attached
4.	TOR Number of major bridges	48	Please arrange to provide map showing locations of 8 nos of major bridges including their coordinates.	KML file Attached
5.	2. OBJECTIVE The Consultant shall review existing alignment and greenfield alignment identified in the Master Plan study prepared by KIIFB through NATPAC.....	49	Please arrange to provide copy of Master Plan.	Part of Consultancy Services.

S. No.	Clause Number; Original Clause	Page Number	Query	Replies
6.	<p>3.3.6 Soil, geotechnical, material, hydrology, and drainage surveys.</p> <p>c) Benkelman Beam Deflection measurements on the Project Highway – one set of ten readings in 250 m for every three km of the Project Highway.</p>	57	Benkelman Beam is superseded with FWD test in latest IRC guidelines. Please clarify	Falling Weight Deflectometer test is allowed.
7.	<p>3.7 Shore line Protective works in required sections.</p> <p>..... Specific surveys and Investigations such as Wave Data, Littoral Test, Hydrographic Survey, Soil Investigation etc. if required shall be conducted by consultant.</p>	58	It is requested to provide quantification of the tests mentioned in the scope of work.	As per the site requirement
8.	<p>Attachment A to the TOR-Topographical Survey</p> <p>Type of survey instrument</p>	73-74	It is understood that topographical survey work is to be conducted using DGPS, Auto Level and Total Station or Drone (UAV-RTK) to complete the study. Please clarify	RFP prevails
9.	<p>Clause 6.4.</p> <p>Mobilization Advance up to 10% (ten per cent) of the total Agreement Value shall be paid on request against Bank Guarantee of a Scheduled Bank. This shall attract 10% (ten per cent) simple interest per annum and shall be adjusted against the first four bills in four equal instalments and the accrued interest shall be recovered from the fifth bill.</p>	70	<p>There is a provision of interest free Mobilization Advance in the major infrastructure projects. As per the RFP consultant will be submitting Advance Bank Guarantee equivalent to the advance amount.</p> <p>We request you to kindly allow the interest free Mobilization Advance</p>	RFP prevails.
10.	<p>Clause 6.5</p> <p>10% of the Agreement Value has been earmarked as Final Payment</p>	70	Consultant should not be penalized if the Contract Agreement does not execute within one year of the Effective Date.	RFP condition prevails.

S. No.	Clause Number; Original Clause	Page Number	Query	Replies
11.	<p>3.4.4, Liability of the Consultant, Form of Agreement</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>	97	<p>The limit of liability equal to 3 times the Agreement Value is very high. Generally, it is equal to the Contract value.</p> <p>We request to modify the liability upto the Contract value.</p>	RFP condition prevails.
12.	<p>Annexure 6, Payment Schedule</p> <p>KD1 Inception Report</p> <p>Week- 2</p> <p>Payment-Nil</p>	114	<p>There is no payment on submission of Inspection Report.</p> <p>It is requested to include some % of payment on submission of Inspection report to have project cash flow during initial stage of Project.</p>	RFP condition prevails.
13.	<p>Clause 6.3 (f) (Mode of billing and Payment), Agreement</p> <p>10% (ten per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Contract Agreement. In the event the Contract Agreement does not get executed within 1 (one) year of the Effective Date the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 18 (eighteen) weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates.</p> <p>Clause 6.5 Time and Payment Schedule</p>	<p>105</p> <p>68</p>	<p>The time period in both the provisions of the RFP are different. At one place it is 18 weeks and at the other it is 26 weeks.</p> <p>Please clarify and confirm the actual time period.</p>	RFP condition prevail.

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	<p>10% of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Contract Agreement. In the event the Contract Agreement does not get executed within one year of the Effective Date, the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 26 weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates.</p>			
14.	<p>.2.1 Liquidated Damages for error/variation</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value.</p>	106	<p>LD up to maximum of 50% of the Agreement value, is substantially very high and is not standard. We request to modify the Clause.</p> <p>Given the nature of these services, please consider:</p> <ul style="list-style-type: none"> (i) Prior notification obligation by the client (ii) A reduced cap at most 20% (iii) Escalation rate prior to ensure that the penalty is proportionate to the damage (iv) Seek to negotiate that calculation basis be the value of the phase that is at default (v) Remediation procedure must be allowed prior to penalty application 	RFP condition prevails.
15.	<p>2.6 Modification of Agreement</p> <p>Modification of the terms and conditions of this Agreement, including any modification of the scope of</p>	89	<p>We understand that the modification of the Scope of Services includes variation also. Please confirm</p>	RFP condition prevail.

S. No.	Clause Number; Original Clause	Page Number	Query	Replies
	the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.			
16.	<p>9.4 Dispute not resolved through Conciliation</p> <p>9.4.1 All disputes and differences arising out of the contract and not resolved amicably by conciliation, as provided in Clause 9.3 shall be settled only by the Civil Court in whose jurisdiction the work covered by the contract situated or in whose jurisdiction the contract was entered into in case the work extends to the jurisdiction of more than one court.</p>	107	There should be an ensured dispute escalation clause with representatives of both parties, instead of a sole Arbitrator to be appointed from the panel of Arbitrators prepared by the Employer to ensure transparent procedures under Arbitration and Conciliation Act 1996. We recommend a panel of Arbitrators representing both the Parties who will appoint the third Arbitrator with mutual consent. Please confirm.	RFP condition prevail.
17.	<p>2.7 Force Majeure 2.7.1 Definition</p> <p>(a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.</p>	89	Please confirm that Covid-19 (Pandemic/Epidemic) will remain to be considered as FM event so GC will be exempted from any penalties, extension of time granted, and related costs will need to be granted even if exceeding the ceiling amounts.	As per the Govt guidelines prevalent at that time.

3. Infrastructure Development Corporation (Karnataka) Limited

Sl. No	RFP Section	RFP Statement	Query /Suggestion	Replies						
1.	Section 1.1 of ToR	<p>The Project Highway starts from Unniyal in Malappuram district to Pannikunnu in Kasaragod district.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Stretch</th> <th style="text-align: center;">Route</th> <th style="text-align: center;">Major bridges</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">110 KM & 8 KM Cycle Track only</td> <td> <p>Malappuram District Unniyal - Tanur Mohiyudeen Pally, Kettungal – Ariyalloor</p> <p>Kozhikode District Puthiyanirathu to Korappuzha Bridge (Cycle Track), Muthiyam to Kodikkal.</p> <p>Kannur District Mahe Bridge - Thalassery - Muzhupilangadu NH Junction - Edakkad - Kuruva – Payyambalam, Neerkadavu to Chal, Kunnaru City - Ramanthali – Pandyalakadavu</p> </td> <td style="text-align: center;">8</td> </tr> </tbody> </table>	Stretch	Route	Major bridges	110 KM & 8 KM Cycle Track only	<p>Malappuram District Unniyal - Tanur Mohiyudeen Pally, Kettungal – Ariyalloor</p> <p>Kozhikode District Puthiyanirathu to Korappuzha Bridge (Cycle Track), Muthiyam to Kodikkal.</p> <p>Kannur District Mahe Bridge - Thalassery - Muzhupilangadu NH Junction - Edakkad - Kuruva – Payyambalam, Neerkadavu to Chal, Kunnaru City - Ramanthali – Pandyalakadavu</p>	8	<p>Many of the locations mentioned herein could not be located as also the locations of proposed major bridges.</p> <p>In view of this, we request authority to share the KML file showing the project road and cycle track locations for better understanding of the project scope and location</p>	Attached
Stretch	Route	Major bridges								
110 KM & 8 KM Cycle Track only	<p>Malappuram District Unniyal - Tanur Mohiyudeen Pally, Kettungal – Ariyalloor</p> <p>Kozhikode District Puthiyanirathu to Korappuzha Bridge (Cycle Track), Muthiyam to Kodikkal.</p> <p>Kannur District Mahe Bridge - Thalassery - Muzhupilangadu NH Junction - Edakkad - Kuruva – Payyambalam, Neerkadavu to Chal, Kunnaru City - Ramanthali – Pandyalakadavu</p>	8								

		<p>Kasaragod District</p> <p>Valyaparamba Bridge - Valyaparamba Edayilakad Junction - Azhithala - Kanhangad Beach - Bekal ROB - Palakunnu (Cycle Track) - Chembirika</p> <p>Beach - Kasaragod Harbour - Pannikunnu</p>			
2.	Section 1.2 of ToR	<p>The Consultant shall be guided in this assignment by the following:</p> <ul style="list-style-type: none"> • Manual of Specifications and Standards for Two-laning of Highways with Paved Shoulders published by the Indian Roads Congress (IRC: SP:73-2015) • Guidelines for Planning and Design for Roads & Highways Projects published by KIIFB. 	<p>IRC SP 73 has been updated (IRC SP: 73-2019) and the new updated code published. Also KIIFB guidelines are</p>	<p>KIIFB guidelines are available online (On KIIFB Official Site)</p>	

Sl. No	RFP Section	RFP Statement	Query /Suggestion	Replies
		<ul style="list-style-type: none"> Template for Preparation of Detailed Project Report (DPR) in r/o Roads for KIIFB Assistance provided in web portal of KIIFB. <p>Recommended Practice for the Design and Layout of Cycle Tracks IRC 011.</p>	<p>different from IRC Guidelines.</p> <p>In this regard, request authority to suggest the applicable guidelines for the assignment. Also request authority to share a copy of the guidelines to be followed if other than IRC guidelines for better clarity.</p>	
3.	NIT, 2.20 - EMD	<ul style="list-style-type: none"> Rs 2,00,000.00/- in the form of Demand Draft issued by one of the nationalised / scheduled banks in India on favour of the Project Director, KRFB PMU payable at Thiruvananthapuram. 	<p>As per the recent order by Government of India, bid declaration is to be taken in place of bid security till December 31, 2021.</p> <p>In this regard, request Authority to allow consultant to submit Bid Declaration</p>	RFP Prevails
4.	2.14.2 (K)	(k) No Key Personnel should have attained the age of 65 years at the time of submitting the proposal	Request Authority to consider the upper age limit of 70 years	RFP conditions prevail

5.	9.2- Settlement of Disputes	<ul style="list-style-type: none"> In the 1st instance, be attempted to be resolved amicably in accordance with the conciliation procedure. <p>If dispute is not resolved amicably by conciliation, shall be settled only by the Civil Court in whose jurisdiction the work covered by the contract situated or in whose jurisdiction the contract was entered into in case the work extends to the jurisdiction of more than one court.</p>	Request Authority modify this clause to allow settlement of dispute through Arbitration process under Arbitration and Conciliation Act if the dispute are not resolved amicably by conciliation.	RFP conditions prevail
6.	1.1.1, 2.2.2 - Technical Capacity	<ul style="list-style-type: none"> Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs.30 lakhs for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD. if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs.60 lakhs. 	<p>Considering the complex nature of the project the clause may please be modified as below:</p> <ul style="list-style-type: none"> Eligible Assignment shall have, prior to PDD, should have received professional fees of at least Rs.100 lakhs for such assignment, and where credit is being claimed by a Key Personnel, she/he should have 	RFP conditions prevail

Sl. No	RFP Section	RFP Statement	Query /Suggestion	Replies
			<p>completed the relevant assignment prior to PDD.</p> <p>- if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs.200 lakhs.</p>	
7.	2.7.1- Definition of Force Majeure	<ul style="list-style-type: none"> means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies 	<p>Pandemic circumstances are not covered within the definition of Force Majeure.</p> <p>We request authority to include pandemic situations imparting restrictions on travel under Force Majeure definition</p>	As per the Govt guidelines prevalent at that time.

8.	Section 2.27, 3.4.2 and 3.4.3	<p>Clause 2.27 which provides 3 times the agreement value for any direct loss or damage due to deficiency in services is in contradiction</p> <p>Cl. 3.4.2 “The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.”</p> <p>Cl. 3.4.3 “The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority’s property, shall not be liable to the Authority:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher”</p>	<p>As per Cl. 2.27 Indemnity is limited to 3 times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services. This clause is not in consistent with clause 3.4.2 and clause 3.4.3 of the Agreement, wherein liability is limited to higher of Agreement value and proceeds of the insurance. Considering the same, requested to either delete Clause 2.27 or to modify the clause as follows.</p> <p><i>“Subject to Clause 3.4.3, the Consultant to indemnify the Authority for any direct loss or</i></p>	RFP conditions prevail
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Sl. No	RFP Section	RFP Statement	Query /Suggestion	Replies
			<p><i>damage that is caused due to any deficiency in services”</i></p> <p>Due to inconsistencies in clause, we request authority to delete the cl 2.27 and consider Cl. 3.4.2 and 3.4.3</p>	
9.	Section 2.21.2 (RFP) and Clause 7.1.1 (Agreement)	<p>2.21.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof. 50% of the Performance Security shall be in form of Treasury Fixed Deposit and the balance as Bank Guarantee Deposit from any Nationalized Bank.</p> <p>7.1.1 The Authority shall retain by way of performance security (the “Performance Security”), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2.....</p>	<p>As per Ministry of Finance, Government of India Office Memorandum bearing No. F.9/4/2020-PPD dated 12th November 2020, all tenders/contracts/ issued/concluded till 31.12.21 should have provision of reduced performance security from existing 5% to 3% of value of the contract.</p> <p>Accordingly, it is requested to reduce the Performance Security from 5% to 3%. The notification in this regard is attached.</p>	<p>Ref: Government of Kerala</p> <p>As per the G.O.(P) No 7/2021/Fin dated 07.01.2021</p>

4. Monarch Surveyors & Engineering Consultancy Pvt Ltd

S.no.	Reference	Existing Clause	Clarification Sought	Replies
1	Bid Security	2.20.1 Page No 28	Govt Tenders have EMD/Bid security exemption. Hence allow exemption to MSME registered firms	RFP conditions prevail
2	Conditions of eligibility for Key Personnel	2.2.2 D Page No 16-17	Request to reduce the length of professional experience from 15 to 10 yrs and from 10 yrs to 7 yrs.	RFP conditions prevail
3	Submission of proposal	1.11.1	This tender is not available on website- www.pwd.kerala.gov.in . Is it offline tender? Pls. clarify	RFP document is available in www.pwd.kerala.gov.in . as well as in www.krfb.org Submission of Proposal is offline.
4	Financial Proposal- form 2	Page No 148-149	There is a mention of service tax. Now GST is applicable.	Financial Proposal should include GST also
5	Pre-proposal conference	1.10 Page No 12-13	Request to take Pre-proposal conference through video conferencing. And share the VC link so that all the intended participants can attend the same.	It was conducted at Project Directors Chamber on 6 th October 2021. Would have considered if you have intimated at the actual date of query submission.
6	---	---	Kindly provide the estimated cost of the tender	The consultant should estimate that.

5. VELCITI CONSULTING ENGINEERS PVT LTD

S.No	Reference Clause of Tender	Existing Provision	CPWD Standard Manual	MoRTH standard Manual	Our Queries	Replies
1	2.2.2 : 3 – Financial Capacity	The applicant should have minimum turnover 12cr in last three years	150 % of Estimated cost	Same as CPWD	According to our understand EMD should be 1%of estimated cost,in consideration of standards of either CPWD or MoRTH, kindly reconsider the avg turnover and annual turnover	RFP conditions prevail
2	3.1.2 : 1 – Scoring Criteria	Average annual turnover in Last five years should be >16 Cr	Standard Operating Procedure for CPWD works 2020 – Annexure 24, Clause 3 – 50% of Estimated cost	MoRTH Standard RFP for EPC Contract - Section 2, Instruction to bidders Clause No 2.2.2.2 : Technical capacity – 100% of the contract		RFP conditions prevail