

**Addendum No. 1 to the  
Request for Proposal**

**Date: 09.01.2020**

**Public Works Department  
Government of Rajasthan**

**ADDENDUM NO. – 1**

**Selection of Consultancy services as Technical Audit  
Consultant for Verification of Disbursement Linked  
Indicator under Rajasthan State Highway Development  
Programme-II (RSHDP-II)**

**(Package: No. PPP/WB/RSHDP/TAC)**

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**Selection of Consultancy services as Technical Audit Consultant for Verification of Disbursement Linked Indicator under Rajasthan State Highway Development Programme-II (RSHDP-II)**

S.No.	Clause / Para	Existing Clause	Modification
1.	Section 7 :Terms of Reference Clause-3.1.2	<p><b>Gross Results Measurement</b></p> <p><b>Assessing completeness of data for Highway Improvement (DLIs#1 and 2)</b></p> <p><u>For verification of DLIs#1</u></p> <p>A comprehensive review will be carried out by the TAC on a randomly selected 10% road sections. The review covers engineering designs prepared by the contractor and approved by the AE. The review also includes quality assurance, contract management including settlement of contractor's claims, compliance with and implementation of ESIMP, implementation of traffic safety measures, compliance with labor laws especially on child labor and management of migrant labor. Besides the random selection of road stretches, the TAC will also include review of sensitive stretches on environment, social and traffic safety. The TAC is expected to start work in June and December of every year and to certify that the DLIs have been fully or partially achieved or exceeded and on call basis also if ever needed in case of exceptional achievement.</p> <p><u>For verification of DLIs#2</u></p> <p>A comprehensive review will be carried out by the TAC on a randomly selected 10% road sections. The review covers engineering designs prepared by the contractor and approved by the IE. The review also includes quality assurance, contract management including settlement of contractor's claims, compliance with and implementation of ESIMP, implementation of traffic safety measures, compliance with labor laws especially on child labor and management of migrant labor. Besides the random selection of road stretches, the TAC will also include review of sensitive stretches on environment, social and traffic safety. The TAC is expected to start work in June and December of every year and to certify that the DLIs have been fully or</p>	<p><b>Gross Results Measurement</b></p> <p><b>Assessing completeness of data for Highway Improvement (DLIs#1 and 2)</b></p> <p><u>For verification of DLIs#1</u></p> <p>A comprehensive review will be carried out by the TAC on a randomly selected 10% road sections. The review covers engineering designs prepared by the contractor and approved by the AE. The review also includes quality assurance, contract management including settlement of contractor's claims, compliance with and implementation of ESIMP, implementation of traffic safety measures, compliance with labor laws especially on child labor and management of migrant labor. Besides the random selection of road stretches, the TAC will also include review of sensitive stretches on environment, social and traffic safety. The TAC is expected to start work in February, 2020 and thereafter every four months as per Clause 4.3 of TOR and to certify that the DLIs have been fully or partially achieved or exceeded.</p> <p><u>For verification of DLIs#2</u></p> <p>A comprehensive review will be carried out by the TAC on a randomly selected 10% road sections. The review covers engineering designs prepared by the contractor and approved by the IE. The review also includes quality assurance, contract management including settlement of contractor's claims, compliance with and implementation of ESIMP, implementation of traffic safety measures, compliance with labor laws especially on child labor and management of migrant labor. Besides the random selection of road stretches, the TAC will also include review of sensitive stretches on environment, social and traffic safety. The TAC is expected to start work in February, 2020 and thereafter every four months as per Clause 4.3 of TOR and to</p>

		partially achieved or exceeded, and on call basis also if ever needed in case of exceptional achievement.	certify that the DLIs have been fully or partially achieved or exceeded.
2	New Cl. 3.3 of Section 7 Terms of Reference		<p>Training sessions:</p> <p>(1) The Consultant has to provide one day classroom training for 30-35 participants on Project management, performance &amp; target achievements. This training will be provided by Team Leader and other Key experts.</p> <p>(2) The training will be provided three times in consultancy period i.e. start of the assignment, at midterm &amp; towards the end of the services.</p> <p>(3) The consultant will submit the training report with weakness and strengths of officials identified during these training sessions and the recommendations and suggestions from participants shall be used for improving the training method.</p> <p>(4) All expenditure regarding venue, Training material, Trainer/Faculty &amp; refreshments/lunch will be borne by the consultant.</p> <p>(5) The venue of training shall be arranged and finalized by the Consultant in consultation with ACE (PPP), PWD Rajasthan Jaipur.</p>



(Vinod K Singh)  
Additional Chief Engineer (PPP)  
PWD Rajasthan, Jaipur

**Minutes of Pre Proposal Queries for Selection of Consultancy services as Technical Audit Consultant for Verification of Disbursement Linked Indicator under Rajasthan State Highway Development Programme-II (RSHDP-II)**

Reply to the written queries received is as under:-.

Sr. No.	Relevant clause of RFP document	Gist of Query	Clients Response	Reference to addendum	
1	Page 50, Tech-6, Team Composition, Assignment, and Key Experts' Inputs	<p>In the Tech 6 the inputs are asked in Man months, however as per the Form Fin 3 the time input and remuneration are asked in Person Days. Further as per the excel based BoQ available on e-procurement website the unit is mentioned as Man-Months.</p> <p>Please clarify which unit to be followed. In case unit to be followed is in Man- Months, please confirm the no of days to be considered for a Month (Whether it would be 22 days as mentioned in tech-6)</p> <p>Please note that the total deployment mentioned for the project is in Man-days.</p>	<p>Input of key persons should be taken as Person-days as also mentioned in TOR and in format Fin-3.</p>		
2	Pg 55: FIN-3 Breakdown of Remuneration including Appendix A "Financial Negotiations- Breakdown of Remuneration Rates in the case of QBS method	<p>As the above-mentioned RFP includes evaluation of the proposal based on QCBS only (Point 27.1 of Data Sheet).</p> <p>Please confirm whether the details and formats requested in Appendix A as mentioned on page 63 to 67 are to be provided along with the Fin-3 in the Financial Proposal which as per the referred clause has to be submitted only in case of QBS method.</p> <p>If the information requested in Appendix A is to be provided, please confirm the mode of submission for the same as there is no excel based BoQ available on E-Procurement website. Does we have to upload signed PDF for the same on the E-Procurement Website and under which link.</p>	<p>Section 4 Fin 3 Breakdown of Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QBS method.</p> <p>As this RFP evaluation is based on QCBS, no separate PDF sheet is to be uploaded. But, the same can be discussed and get submitted at the time of negotiations, if required.</p>		
3	Page 78: Point 4.2 Result Reports	<p>However, PMU mandates to receive one of these services comprising cumulative information of the whole fiscal year and further update quarterly in the line with IFUR filling between 2020 and 2025, which will be called Annual Results Reports, whereas other reports shall be called intermittent Results Reports</p> <p>Please clarify about what is IFUR and is there any responsibility of</p>	<p>IFUR means Internal Financial Unaudited Report. There is no specific responsibility of TAC except its deliverables/reports should be updated quarterly in line with IFUR during service period.</p>		

*[Handwritten Signature]*

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	Relevant clause of RFP document	Gist of Query	Clients Response	Reference to addendum	
		TAC in regard to IFUR			
4	Page 78 : Point 4.2 Result Reports	The Technical Audit Consultant may also be required to attend program briefings or other meetings throughout year in order year in order to stay up-to-date on implementation progress or unforeseen challenges Please provide the nos. of such program briefings to be conducted in every year	Exact number of program briefings can't be provided in a year, it may vary as per requirement, but there may be around 3 to 4 program briefings in a year.		
5	Additional Point	Please provide the details of project/roads which are included in scope of ToR for calculation of travel cost.	Project Road List attached as Annexure-I		
6	Additional point	Please clarify on the numbers of training, target groups, batch size, duration and frequency of such training programs. Please also clarify the whether the cost would be born by consultant or reimbursed	Please refer Addendum no.1 (Attached).	Sr. No. 2	
7	Additional points BoQ	In the Fin Form 3 in the excel based BoQ, there is four position mentioned for Non - Key experts. Please confirm whether all the Position of Non-Key experts is compulsory or not.	The consultant can decide the no. of Non- key experts according to their approach and methodology.		
8	Additional point: Submission of Fin form 2,3 & 4	As per the E-Procurement website the fin 2,3 and 4 are to be uploaded on macro enabled excel BoQ files. Please confirm whether the signed copy of the above forms is also to be updated on Procurement website, if yes under which link.	Fin 2,3 and 4 are to be uploaded on macro enabled excel BoQ files and no other signed copy of above forms need to be uploaded.		
9.	Additional point- Technical Support for E-Procurement	As per the E-Procurement website the Fin 2,3 and 4 are to be uploaded on macro enabled excel BoQ files. Request to please share the contact details of the person to whom we connect in case of any technical issued faced.  The date of starting the submission of Bid is from 9th Jan 2020 and we are not be able to check the complete process currently. Therefore, request for a contact details of IT/help desk cell in case on any technical issued faced in uploading of data.	For any technical related queries please call at 24 x 7 e- procurement Help Desk Number 0120-4001002 0120-4200462 0120-4001 005 0120-6277 787 Local Helpdesk Number 0141-4022688 Email eproc[at]rajasthan[dot]gov[dot]in		

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	Relevant clause of RFP document	Gist of Query	Clients Response	Reference to addendum	
			And ACE (PPP) PWD Jaipur office:- Sh. Ajay Aeron (Executive Engineer) +91-9414045959		
10.	Page 120 , Clause 12 and page 122 Clause 19, Termination of Contract	Please add the following Consultant may terminate this Agreement or any particular services immediately upon written notice to the Client if consultant reasonably determine that Consultant can no longer provide the services in accordance with applicable law or professional obligations.	As per RFP.		
11.	Page 125 : Conflict of Interest	Currently, Ernst & Young LLP is doing couple of other projects with PWD as a "Transaction Adviser" though the scope of the project and task performed do not have any conflict with the current assignment scope Hence, we would like to seek confirmation if you think there will be any conflict.	Ernst & Young LLP is doing work of Transaction Adviser for Road works identified and taken up under Swiss Challenge method only, which is not in conflict with this consultancy work.		
12.	Page 126, Clause 22, Obligations of the Consultant Confidentiality	Request you to kindly add the following in the end of the Clause: Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may however disclose such confidential information to the extent that it: (a) is or become Public other than through a breach of this Agreement (b) is subsequently received by their receiving party from a third party who, to the receiving party's knowledge owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently , (d) is disclosed as necessary to enforce the receiving party rights under this Agreement or (e) must be disclosed under applicable law, legal process or professional regulation. These obligations shall be valid for a period	As per RFP.		

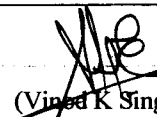
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	Relevant clause of RFP document	Gist of Query	Clients Response	Reference to addendum	
		of 3 years from the date of termination of this Agreement.			
13.	Page 126, Clause 25, Inspection and Auditing	Request you to kindly add the following in the end of the clause The audit conducted shall be restricted to the physical files of this Agreement only and shall be subject to client agreeing to maintain confidentiality of these documents. If any third parties are employed by the Client to conduct audit then the Client shall ensure that such third parties are not be a competitor of the consultant and shall agree to confidential obligations with the consultant. Further the right to audit shall be available to the Client during the period of this Agreement alone.	As per RFP.		
14	page 127 Clause 25, Proprietary Rights of the Client in reports and Records	Request you to kindly add the following in the end of the clause: Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant own in performing the services. Notwithstanding the delivery of any Reports, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that consultant compile and retain in connection with the services (but not Client information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	As per RFP.		
15.	page 137 Clause 23 Limitation of Liability	Request you to kindly add the following in the end of the clause: The Client (and any others for whom Services are provided) shall not recover from consultant, in contract or tort, including indemnification obligations under this contract under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly Caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	As per RFP.		
16.	Para 4.2 "Result reports of TOR	Under para 4.2 "Result reports of TOR, it is mentioned that Technical Audi Consultant will provide services under this	Please refer Addendum no.1 (Attached).	Sr. No. 1	



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	Relevant clause of RFP document	Gist of Query	Clients Response	Reference to addendum	
		assignment every 4 Four months for result verification, whereas under para 3.1.2, TAC is expected to start work in June and December of every year. Please clarify/ elaborate on this point.			
17.	Additional Point	Whether 765 Kms of roads under rehabilitation includes Sensitive roads. If yes, what is their total length and what percentage of Sensitive Road will be subject to audit?	Detail's of roads is as per Annexure-I, which is self explanatory.		
18.	S.N.21.1 in Data Sheet	As per the information is given S.N.21.1 in Data Sheet, two experts are required for each position Contract Specialist (K-2), Safeguard Specialist (K-3), and Data Analyst (K-4) respectively whereas as per the information given on page 79, only one expert is required for each of above position. Please clarify.	Two experts are required for each position of Contract Specialist (K-2), Safeguard Specialist (K-3), and Data Analyst (K-4) respectively, as per RFP section 7, TOR Clause 7 table "Technical Audit Consultant's team and Indicative Inputs"		
19.	S.No.16.1 of Data Sheet	As per the information given at S.No.16.1 of Data Sheet, cost of travel will be payable by the most appropriate means of transport and the most direct practicable route; from site to PWD HQ for Key Experts (by Train 2AC/Deluxe-AC Bus). However, we understand from RFP that it is "Lump Sum " Contract and the service provider has not to submit tickets etc for traveling.. Hence please elaborate point in question.	Yes, the contract is "Lump-Sum" basis and payment will be made accordingly as per TOR Clause 6 table "Indicative Payment Structure." The consultant should submit Financial proposal as per RFP.		
20.	Additional Point	Whether Annual inputs for Key Experts are exclusive of Support Staff person-days.	As per RFP		
21.	Additional Point	Please refer financial encrypted file FIN-2 Summary of Costs: Total Amount in figures and Total amount in words are not matching in the last column "text". Please correct and share the correct financial encrypted file.	Financial encrypted file FIN-2 Summary of Costs: Total Amount in figures will be considered final.		

  
 (Vinod K Singh) 09/01/2020  
 Additional Chief Engineer (PPP)  
 PWD Rajasthan, Jaipur



## Project Roads under Rajasthan State Highway Development Programme - II (RSHDP-II)

S.No.	SH No.	Name of Road	District	Road Length (Km)	Status/Remark
1	2	3	4	5	6
1.	3	Sriganganagar - Bikaner (Padampur- Raisinghnagar & Sattasar-Bikaner Section)	Sriganganagar, Bikaner	126.500	
2.	41	Jhunjhunu-Rajgarh	Jhunjhunu Churu	83.225	IT initiative project
3.	13	Neemkathana-Khetri-Singhana	Sikar, Jhunjhunu	119.095	IT initiative project
4.	7E	Kishangarh-Arain-Malpura	Ajmer, Tonk	51.040	
5.	31	Ramseen-Bhinmal-Rainwara road	Jalore	38.00	Green initiative project
6.	63	Banar - Bhopalgarh - Kuchera	Jodhpur, Nagaur	53.000	WIP
7.	86C	Bhavi-Pipad-Khinvsar	Jodhpur, Nagaur	92.950	WIP
8.	61	Jodhpur-Marwar-Junction-Jojawar	Jodhpur, Pali	62.880	WIP
9.	8A	Khood-Dataramgarh-Renwal	Jaipur, Nagaur, Sikar	37.620	
10.	2B	Manglana-Makrana-Borawad including Makrana-Bidiyad-Parbatsar	Nagaur	40.000	
11.	39A	Hurda-Banera	Bhilwara	62.620	
		G.Total		766.93	

  
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