

MSRDC/02/JMD-I/RGSLP/Toll_11/2013/4161

Date: 18/10/2013

The following Bidders have sought for clarification on points raised by them. The clarifications on their points are as follows.

Clarification

Name of the Project: Operation and Maintenance of Rajiv Gandhi Sea Link and Toll Plaza as per Tender & Collection of Toll on Upfront basis

Pre- bid conference on 03.10.2013 at 17:00 hours

Quires Raised by :-M/s. RELIANCE INFRASTRUCUTURE LIMITED.

Sr. No.	Clause details	Queries	Clarification
1	Volume I – Clause 1.3 Time period for bid submission	a) The RFP document was made available on 25 th Sept 2013. The due date for submission of RFP is Oct 14, 2013 b) 20 days period provided to the bidders for submission of the price bid is inadequate for undertaking the due-diligence for preparation and submission of financial bid. c) We request for extension of the bid submission date by at least two months i.e. to Dec 14, 2013	Please refer revised uploaded tender document (RFP) dated 18/10/2013 which supersedes the earlier uploaded document dated 24/09/2013. The bidders are requested to refer corrected RFP document only.
2	Volume II – Clause 22.12 and 5.1.2 xxxi)	a) MSRDC has introduced a new clause in the RFP document for “Revenue Share” which was not part of the RFQ document hence	NIT provision prevails.

Sr. No.	Clause details	Queries	Clarification
	New clause introduced in RFP for “Revenue Share	<p>not known to the bidders.</p> <p>b) As per the RFQ document, the bidder had to share only minimum upfront fee with MSRDC. However as per the RFP document, all surplus collection has to be shared between MSRDC and the Contractor in the ratio of 90:10.</p> <p>c) Since all the risks of the project is required to be borne by the contractor, the additional revenue (over and above the revenue as offered by the bidder) is to be retained by the Contractor; alternatively the additional revenue may be shared with MSRDC in a 10:90 ratio (10% being the share of MSRDC)</p>	
3	Volume II – Clause 22.12 and 5.1.2 xxxi) Revenue Sharing mechanism	<p>Ref clause no. 5.1.2 (xxxi) & 22.12</p> <p>a) Clause 5.1.2: The clause states that “After the Contractor collects fully the amount offered by him to Corporation under the contract, he shall immediately thereafter remit all excess revenue collected by him over and above the offer amount after deducting 10% of excess revenue towards contractor’s profit as 5% and toll collection, administration charges as 5%”</p>	Please refer revised uploaded tender document (RFP) dated 18/10/2013 which supersedes the earlier uploaded document dated 24/09/2013. The bidders are requested to refer corrected RFP document only.

Sr. No.	Clause details	Queries	Clarification
		<p>Clause 22.12:</p> <p>After the Contractor collects fully the amount offered by him to Corporation under the contract, he shall immediately thereafter remit all excess revenue collected by him over and above the offer amount after deducting 10% of excess revenue towards contractor's profit as 5% and toll collection, administration charges as 5%”</p> <p>b) Our understanding</p> <p>i) The excess of revenue as compared to the revenue projected by the bidder (vide its cash flow statement) is subjected to sharing.</p> <p>ii) Please confirm</p>	<p>NIT Provision Prevails.</p>
4	<p>General</p> <p>Traffic on Rajiv Gandhi Sea Link</p>	<p>a) Please provide the traffic details for the Project for the last three years.</p> <p>b) MSRDC need to share the traffic risks with the bidder.</p> <p>c) MSRDC may define the base traffic level for this purpose; in the event the actual traffic is lower than the base traffic, the bidder shall pay as per the actual traffic.</p>	<p>NIT provision prevails.</p>

Sr. No.	Clause details	Queries	Clarification
5	<p>Volume II - Article 4A of page 11</p> <p>Upfront fees : Rs. 265 Cr</p>	<p>a) <i>The contractor will have to pay minimum of Rs. 78.00 crores (Rupees Seventy Eight Crores only) and the amount as per his offer (Percentage quoted by him over minimum amount), payable in 12 equal monthly instalments. The first instalment shall be paid within a weeks' time from the date of issue of work order. Second year payment shall be increased by 10% over the accepted bid amount of first year. <u>Third year payment shall be increased by 20% over the accepted bid amount of first year.</u></i></p> <p>b) Query – As per the above methodology the total minimum upfront fees shall be Rs 257.4 Cr calculated on the basis fees of Rs 78 Cr as per the following:</p> <p>1st Year – Rs 78 Cr</p> <p>2nd Year – Rs 85.8 Cr (10% over 78 Cr)</p> <p>3rd Year – Rs. 93.6 Cr (20% over 78 Cr)</p> <p>Total – Rs 257.4 Cr.</p> <p>We request MSRDC to clarify the basis of minimum upfront fees of Rs 265 Crores as quoted in the RFQ and RFP document.</p> <p>In our view the calculation is erroneous and has been over</p>	<p>NIT provision prevails.</p>

Sr. No.	Clause details	Queries	Clarification
		quoted by Rs. 7.6 Cr	
6	Volume III , Schedule M Revision in Toll Rates	<p>a) The toll notification provided in the Bid document provides the toll rates which will be applicable during April 1, 2012 to March 21, 2015. Please clarify the toll rates which shall be applicable w.e.f. April 1, 2015.</p> <p>b) RFP assumes an increase of minimum 10% and 20% in Toll collection in 2nd year and 3rd year respectively. As we understand (from various media reports), the traffic on the project has remained stagnant in the last two years. Therefore, the expected increase in the toll revenue (as envisaged in RFP) will necessarily be generated through increase in the toll rate.</p> <p>c) In view of the above, MSRDC needs to ensure the Toll rate increase (as due in April 2015) will take care of the above requirement to ensure the envisaged increase in the toll revenue.</p>	<p>It shall be as per the Govt notification issued at that time & the notification shall be based on Govt GR No.1099/PK.112/RD-6 dated 18/08/2000 attached to Vol.I (Annexure-I) of tender document.</p> <p>NIT provision prevails.</p> <p>NIT provision prevails.</p>

Sr. No.	Clause details	Queries	Clarification
7	<p>Volume I – Clause 2.1.8 and Clause 2.20.1</p> <p>Claim period of Bid security of Rs. 13.25 Cr</p>	<p>a)Please which one of the following as mentioned in the RFP document is correct:</p> <p>Volume I – Clause 2.1.8</p> <p>The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 90 (Ninety) days,</p> <p>Volume I – Clause 2.20.1</p> <p>The Bidder shall furnish as part of its Bid, a Bid Security and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days.....</p>	<p>Please refer revised uploaded tender document (RFP) dated 18/10/2013 which supersedes the earlier uploaded document dated 24/09/2013. The bidders are requested to refer corrected RFP document only.</p> <p>Claims period of bid security shall be 60 (Sixty) days.</p>

Queries Raised By:- M/s MEP INFRASTRUCTURE DEVELOPERES PVT. LTD.

Sr. No.	Clause details	Queries	Clarification
1	Volume I – Appendix – I Clause 7 (b)	Letter comprising the bid, the bidder should not have the conflict of interest in accordance with clauses 2.1.14 and 2.1.15, we request you to delete the conflict of interest clauses 2.1.14 and 2.1.15 from RFP as there was no such clause at the time of RFQ.	Please refer revised uploaded tender document (RFP) dated 18/10/2013 which supersedes the earlier uploaded document dated 24/09/2013. The bidders are requested to refer corrected RFP document only.
2	Volume III , Schedule M Fee Notification	As the Fee Notification dated 28th March, 2012 is valid till 31st March 2015, as such, we request you to clarify whether there would rate revision after 31st March, 2015 and if yes, then what percentage the rate will be enhanced.	The rates shall be enhanced as per the Govt policy & which shall be based on Govt GR No.1099/PK.112/RD-6 dated 18/08/2000 attached to Vol.-I (Annexure-I) of tender document.
3	Volume II - Article 4 A	As per Article 4 A conditions precedent, the selected bidder is required to pay Rs 2.50 crores in a single instalment before issuance of work order to Independent Engineer, We request MSRDC to clarify the basis of determining this amount? As per our experience, we understand that the IE payment be made in accordance with the contract MSRDC enter into with IE. We also request you to recover the Independent Engineer's fees on yearly basis.	NIT provision prevails.

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4	Volume I – Clause 1.1.1	MSRDC’s estimated realisation is Rs. 265 crores and the base rate is Rs 78 crores. Considering the current traffic count and the projected growth and also probable rate revision in 2015 we feel that this realisation is on the higher side. As such we request MSRDC to reconsider the same.	NIT provision prevails.
5	Volume I – Appendix – I Clause 30	We request MSRDC to accept the bid offers on the basis of the aggregate of first year offer price, second year offer price and third year offer price which will enable bidder to decide the % of increase every year. The incremental bid offer year on year should not be more than 10% considering the current growth.	NIT provision prevails.
6	Volume I, Clause 1.2.4 & Clause 2.1.7	We feel that the EMD of Rs 13.25 Crores is on the higher side. We request MSRDC to accept the EMD equivalent to 5% of the first year’s realisation.	NIT provision prevails.
7	General	We request you to clarify about availability of benefit under section 80 I of Income Tax act for the said project.	It shall be as per the Income Tax rules.
8	General	We request you to clarify about the applicability of Service Tax.	It shall be as per the prevailing taxation rules of Govt of India.

Sr. No.	Clause details	Queries	Clarification
9	Volume III	We request you to clarify that who will be responsible for the maintenance of the Cable stayed bridge during the contract period.	Please refer to Article 15 of Volume II & schedule 'F' of Volume-III.
10	General	We request MSRDC to clarify regarding the provision for the foreclosure of the contract.	Please refer revised uploaded tender document (RFP) dated 18/10/2013 which supersedes the earlier uploaded document dated 24/09/2013. The bidders are requested to refer corrected RFP document only.
11	Volume III – Pg. 113	It is mentioned that Oil painting of railing and crash barriers to be done once in a year however on page no. 133 it is mentioned as twice in a year. Please clarify.	NIT provision prevails.
12	Volume III – Pg. 113	It is mentioned that Anti carbonation or equivalent paint shall be applied during first year of contract and onwards once in five years however on page no. 133 it is mentioned that as and when required. Please clarify.	NIT provision prevails.
13	Volume III- Pg 113	It is mentioned that wearing course renewal with milling, DBM levelling course and BC/ Mastic asphalt overlay every 5 th year however on page no. 133 it is mentioned that once in a year. Please clarify.	Please refer revised uploaded tender document (RFP) dated 18/10/2013 which supersedes the earlier uploaded document

Sr. No.	Clause details	Queries	Clarification
			<p>dated 24/09/2013. The bidders are requested to refer corrected RFP document only.</p> <p>The renewal with milling, DBM, levelling course & BC/Mastic asphalt overlay every 3rd year. Bitumen to be used shall be Polymer Modified Bitumen (PMB) quality. Renewal is due in year 2014-15.</p>