

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार

प्रथम तल, टावर ए, वर्ल्ड ट्रेड सेंटर, नौरोजी नगर, नई दिल्ली-110029,

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Government of India

First Floor, Tower A, World Trade Centre, Nauroji Nagar, New Delhi-110029, Tel: +91 11 26768950, www.nhidcl.com



(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Assam/NH-54(Ext.)/B-H/AE/2024

Date:10.03.2025

REPLY TO PRE-BID QUERIES

Subject: Consultancy Services for Authority's Engineer for supervision of O&M of "Four laning of Balachera to Harangajao section of NH-54 (Ext) from Km 275.000 to Km 244.000 in the State of Assam on EPC mode – Reply to Pre-Bid query reg.

(Tender ID: 2025_NHIDC_847342_1)

The reply of NHIDCL towards Pre-Bid queries received are as under:

Sr. No.	Pre-Bid Query	NHIDCL Reply
1.	Please refer RFP (in page 16,17 of 238) Clause 3.6, Part 2: Financial proposal and (in page 218,219 of 238) SCC Clause 6.2 (a)(i), It is started that "Beginning 13 th months from the last date of submission of bid, billing rates shall be increased to cover all items of contract i.e., remuneration, vehicle hire, office rent consumables, furniture etc.@5% every 12 months." In our opinion the proposed rate of escalation of 5% per annum is very less and it is requested to consider at least 8-10% escalation to meet the market inflation, which are on increasing trend only or it can be based on some market indicator like Whole price index. Please consider and confirm.	Provisions remain unchanged.
2.	Please refer RFP (in page 20 of 238) Clause 5.7, 5.8, 5.9 QCBS selection criteria. For a reasonable and justified financial commensurating to market rate, we propose to introduce a price band of $\pm 15\%$ of average of all bids. The H1 Bidder of combined score falling in the price band of $\pm 15\%$ of average of all bids may be selected as "Preferred Bidder". This will ensure rational pricing, neither too low nor too high, for the desired quality. Please consider and confirm.	Provisions remain unchanged.
3.	Please refer RFP (in page 210 of 238) GCC Clause 6.2 (c), states about the mandatory deployment of key personnel and sub-professional and the deduction in monthly payment for inadequate deployment of key personnel and Sub-Professional has been mentioned against each position if attendance is less than 90% excluding permissible casual leave, we hereby request to Authority that: (a) This clause lacks in rationality and legality as it appears to be impinging on basic rights of citizen as well as effecting two way deductions for single leave - (i) as usual deduction being absent or on leave & (ii) additional deduction of 15-25% as per this provision (b) Further as per clause in page 206 of 238 GCC 4.4(b), leave of Personnel is allowed with approval and Consultant shall ensure unaffected progress and supervision during leave of Personnel (c) Intermittent staff of key personnel and Sub-Professional should not be considered for such reduction in remuneration as these positions are being deployed at site as per site requirement and as & when required (d) Average availability across the group shall be considered for a block period of six months or yearly so that employee's (Key and Sub-Professional) legal rights of availing leave cannot be deprived. Further, reduction in remuneration by 80% of all the Key personals due to absence of Team leader cum Senior Highway Engineer for more than 10% in a month is unjustified. Further, in many cases the absence/ leave of Team Leader or any Team member may be due to reasons beyond the reasonable control of the Consultants. It is not rational and legitimate and quite demoralizing to penalize the Consultants with such deduction(s) for absence of individual personnel. Hence reduction in remuneration should be limited to the person whose absence in more than 10% or if the reduction in remuneration is applied to all the key professionals then average deployment during the month of all the Key professionals should be verified and if found (average) more than 90%, no deduction should be done.	Provisions remain unchanged.

[Handwritten signature]


P-1/2

	<p>(e) Considering above point, we propose the reduction of monthly remuneration as under:</p> <table><tr><th>Sl. No.</th><th>Personnel</th><th>% reduction in monthly payment</th></tr><tr><td>1</td><td>Team Leader cum Senior Highway Engineer</td><td rowspan="4">10%</td></tr><tr><td>2</td><td>Resident Engineer cum Highway Engineer</td></tr><tr><td>3</td><td>Bridge/Structural Engineer</td></tr><tr><td>4</td><td>Other Key Personnel</td></tr><tr><td>5</td><td>Sub-Professional</td><td>5%</td></tr><tr><td>6</td><td>Intermittent Key & Sub-Professional</td><td>0%</td></tr></table> <p>In view of this, we also appeal either to remove this contentious clause of deduction against non-attendance of staff or modify as suggested above so that permissible casual leave, annual and sick/medical leave of the Personnel, situation beyond the control of Consultants and reasonable time frame for replacement are not accounted for any deduction on a yearly basis rather than monthly basis. Please consider and confirm</p>		Sl. No.	Personnel	% reduction in monthly payment	1	Team Leader cum Senior Highway Engineer	10%	2	Resident Engineer cum Highway Engineer	3	Bridge/Structural Engineer	4	Other Key Personnel	5	Sub-Professional	5%	6	Intermittent Key & Sub-Professional	0%	
Sl. No.	Personnel	% reduction in monthly payment																			
1	Team Leader cum Senior Highway Engineer	10%																			
2	Resident Engineer cum Highway Engineer																				
3	Bridge/Structural Engineer																				
4	Other Key Personnel																				
5	Sub-Professional	5%																			
6	Intermittent Key & Sub-Professional	0%																			
4.	<p>Please refer RFP (in page 218,219 of 238) SCC Clause 6.2 (a)(i), it is mentioned that bill rates of remaining items of the financial proposal namely (i) transportation, (ii) Duty travel to site (iii) Office Rent, (iv) office supplies communication etc (v) reports & document printing and (vi) survey equipment etc. shall be worked out month wise as per actual expenditure. Reimbursable expenditure payment based on actual expenditure is neither in line with the current policy of NHIDCL or in line with ongoing/ under bidding of MoRT&H project. Moreover, please refer Appendix C3 of the RFP, it is clearly mentioned that Transportation, Duty travel to site, Office Rent, and office supplies, utilities and communication shall be paid as per rate quoted (Fixed rate/Fixed costs) in the financial bid.</p> <p>We understand that all the reimbursable amounts including reports & documents and Survey Equipment's are "fixed amounts" & bills are not required to be submitted along with invoices. Please consider and confirm.</p>	Provisions are as per standard RFP. As such no change agreed.																			
5.	<p>Please refer RFP(in page 207 of 238) clause 4.5.2 of GCC, wherein it is mentioned that in case notice to commence services is given within 120 days of signing of the Contract the Authority expects all the Key personnel specified in the proposal to be available during implementation of the Agreement. Further it is also mentioned that Replacement of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination You would appreciate that it is extremely difficult in all practical senses to retain the staff for such an indefinite long period from submission of bid date to 120 days beyond the date of signing of Contract (i.e. >> 4 months).</p> <p>In place of 120 days from the date of signing of contract, we request to consider 120 days from the submission of Bid date. This will be applicable for Team Leader replacement also. Please consider and confirm.</p>	Provisions are as per standard RFP. As such no change agreed.																			
6.	<p>Please refer Clause 4.5.4 "Replacement after original contract period is over". We request you to consider "Replacement after original Construction period is over", as by then most of the construction works as well as Key Personnel's envisaged inputs would be over. Please consider and confirm</p>	Provisions remain unchanged.																			
7.	<p>Please refer RFP (in page 20 of 238) clause 7.1 of performance security wherein Bank Guarantee (BG) is requested for 48+2=50 months. Presently we are facing difficulty to get the BG for 48+2 months due to banking prevailing rules hence; we request to consider validity of BG initially for 30 months and afterwards to be extended for remaining period. Please consider and clarify.</p>	Provisions remain unchanged.																			
8.	<p>Please refer (in page 220 of 238) clause 6.4(a) (1 & 3) of Special Conditions of Contract of the RFP, which states that Advance Payment will be set off by the Client in equal installment against the statements for first 12 months of the services until the Advance payment has been fully set off. And Interest rate shall be 10% per annum (on outstanding amount) for local currency. We request you to pay the Mobilization Advance interest free. Please consider and clarify.</p>	Provisions remain unchanged.																			
9.	<p>Refer RFP (in page 89 of 238) Enclosure-A ToR our experience of handling such projects tells that the Quantity Surveyor is required to continuously carry out progress monitoring and cash flow, checking measurement & quantity, examining claims and Change of Scope (COS) of the Concessionaire & evaluate Impact on Cost due to Modified Designs, Scrutinising Concessionaire's submissions on quantity and cost, Checking project milestone payment & recommend payment, and other pending works throughout both the Construction and Defect Liability Period.</p>	Provisions have been made based on MoRTH Circular dated 12.09.2024. No change agreed.																			

ak

P 2/3

	We therefore request to upgrade man-month of Quantity Surveyor position as full-time position (1*0+48=48 months) instead of intermittent position (1*0+6=6 months). Kindly consider & confirm.	
10.	As per RFP (in page 219 of 238) clause 6.2(b)(i)(1) of SCC, payment of Consultants is linked with approval of monthly reports. However, no deadline of approval is assigned in the said clause due to which the payment would be exposed to individual subjectivity and affected adversely. (i) It is requested to include timeline for approval of the Monthly Reports in the SCC and in case the approval is not received within the given timeline, the report shall be considered deemed approved and payment of the Consultants shall be released by the Authority and moreover the deduction as per in clause SCC 6.2 b) (i) (4) should also not be made applicable. Please consider and confirm. (ii) Further, it is also mentioned under (in page 211 of 238) clause 6.4 (c) of GCC that 75% of bill raised by the consultant shall be paid within 72 Hrs. We understand that clause 6.4 (c) of GCC will prevail over clause 6.2(b) (i) (1) of SCC for 75% of bill amount. Please clarify.	Provisions remain unchanged.
11.	Please refer RFP (in page 15,16 of 238) Clause 3.4(x) (a),(b) (c)&(g) & in RFP page 215 of 238 Clause 9 of GCC on the fake or inflated CV of personnel. The Consultant would be penalized by so many means, the consultancy firms will have to refund twice the salary and perks drawn for the person apart from other consequences. While we fully appreciate the objective, certain practical aspects need to be considered and valued. With the introduction of INFRACON, the Consultant does not have any direct/indirect control over the CV as this is uploaded by an individual professional. Further, the Consultants do not have any such tool/mechanism to verify the authenticity of the qualification and experience of any candidate; they can only rely on the documents provided by a candidate. In view of this practical perspective, the risks, responsibilities and financial implications imposed on the Consultants through these clauses are extremely stringent and unrealistic. We seek your judicious consideration and rational modification on this matter. We wish to state that this clause can lead to a big arbitration / claim by the Contractor/ Concessionaire in case they challenge the rejected works by this particular person.	Provisions remain unchanged.
12.	Please refer RFP (in page 207 of 238) GCC clause 4.5.6 "If any member of the approved team of a consultant engaged by NHIDCL leaves that consultant before completion of the job, he shall be barred for a period of 6 months to 18 months from being engaged as a team member of any other consultant working (or to be appointed) for any other NHIDCL / MoRTH projects." i. This is too stringent a provision for an individual. Implementing this provision is also not practically wise considering the sheer crisis of manpower in the industry. We propose beyond 1 year of service, a professional may be allowed to leave without any penalty/ debarment. ii. We understand the replacement of key personnel/ team member would be considered without debarment/blacklisting on ground and reasons specified as per GCC clause 4.5.1 of RFP	Provisions remain unchanged.
13.	Suppose Consultancy Period is extended beyond the stipulated period as per table no-1 In that case, the Consultant should be given an opportunity to enhance the rate or may be allowed to leave the project with mutual agreement. Please consider.	Provisions remain unchanged.
14.	Please let us know the current status of land acquisition, forest clearance etc. of the project. Also inform about expected commencement of AE services.	The said work has already been completed & is currently in DLP.
15.	We would like to request you to kindly extend the proposal submission date by at least 3 weeks after the queries are replied by NHIDCL. Kindly consider.	Refer Corrigendum-II


 Naveen Kumar Jain
 Dy. General Manager (Technical)
 Assam Division- III/NHIDCL

8-3/3