

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001

National Highways & Infrastructure Development Corporation Limited

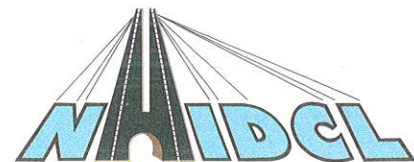
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(भारत सरकार का उद्यम)



BHARATMALA
ROAD TO PROSPERITY



BUILDING INFRASTRUCTURE - BUILDING THE NATION

CIN: U45400DL2014GOI269062

(A Government of India Enterprise)

Date. 06.03.2020

Sub: Consultancy services for Authority's Engineer for "For Supervision of Four laning from Biswanath Chariali to Gohpur section of NH-15 (old NH-52) from km 208.000 to km 264.100 in the state of Assam under SARDP-NE Phase-A Project on EPC basis.

Tender No. NHIDCL/Assam/AE/BC-Goh/NH-15(old NH-52)/2020

Reply for the queries raised during Pre-Bid meeting held on 02.03.2020

Sl. No.	RFP Clause Reference	Quarry	Reply
1.	Appendix C3 IX of RFP (Page 79)	Please refer RFP Table 1: Details of Project (Page 3) the project length mentioned is 57.50 km. However as per RFP Appendix C3 IX and financial encrypted file 9 Road Survey Equipment, the km length mentioned is 56.5 km. Kindly correct and share the final encrypted file on eProcurement portal.	Noted and necessary corrections made in the RFP
2.	Clause 3.6 Section-2 (Pg-11) Clause 6.2 (a) of SCC (pg-241-242)	Please refer clause 3.6, Part 2: Financial Proposal on page 11 and SCC clause 6.2 (a) on page 241-242, it is state that billing rates shall be increased to cover all items of the Contract i.e. remunerations, vehicle hire, office rent, consumables, furniture etc. @5% per annum from beginning of 13 th month from the date of Commencement of Services.	As per RFP provision
(i)		In our opinion the proposed rate of escalation of 5% per annum is very less and it is requested to considered 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 Sale Price Index or CPI as per GOL notification no. M-12011/2/2005-PCL dated 20.06.2008. Please consider and confirm.	
(ii)		From the clause we understand that irrespective of the actual date of commencement of consultancy services, rates of all the items shall be increased @ 5% beginning from 13 th month from the last date of submission of bid, Please Clarify.	
3.	Clause 5.8 of Section- (pg-14)	In clause 5.8 (page 14) of Section 2 & Clause 10(ix) (page 21) of Data Sheet, weightage given for Technical (T) & Financial (F) is 70:30. While prima facie role of AE is to maintain the quality of the project, it is expected that the custodian of quality in the project i.e. Consultant's Firm and AE Team do possess quality system, approach and manpower to ensure quality service and best engineering practices. It is therefore, requested to consider 80:20 weightage for Technical (T) & Financial (F) respectively to encourage and ensure better quality of Consultants and it's services. Please consider.	As per RFP

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4.		For a reasonable and justified financial commensurating to market rate, we propose to introduce a price band of +/- 15% of average of all bids. The H1 Bidder of combined score falling in the price band of +/- 15% of average of all bids may be selected as "Preferred Bidder". Please consider and confirm.	As per RFP provisions
5.	Enclosure A of ToR (pg- 98)	Refer Enclosure A of ToR (page 98) regarding Team Composition of A.E. The project demands quite considerable deliverables as regards to review and approval of design and drawings from A.E. within a specified time frame as per Clause 5.1 & 5.2 of ToR (page 81-82). This would essentially require significant inputs of Design Engineer (Highways) & Design Engineer (Structure) for reviewing and approving data, design, and drawing documents. In view of that, we request you to include at least 4 months inputs of both Design Engineer (Highways) & Design Engineer (Structure). Kindly consider & confirm.	As per RFP provisions
6.	Enclosure A of ToR (pg- 98)	Refer Enclosure A of ToR (page 98) regarding Quantity Surveyor (QS). Our Experience of handling such projects is that the QS is required to continuously carry out Monitoring progress and cash flow, Checking measuring & quantity, Examining claims and Change of Scope (COS) of the Contractor, Reviewing Modified Designs, evaluate its Impact on Cost, Scrutinizing, Contractor Contractor's submissions on quantity and cost, checking IPC of contractor & recommend payment finalization of final bills of Contractor or other pending works throughout both the Construction and Defect Liability period. We therefore request to consider full time input of 66 months in place of 24 months for Quantity Surveyor. Kindly consider & confirm.	As per RFP provisions
7.	Clause 10 Sub criteria for relevant experience of the firm for the assignment (pg- 18)	Please refer Data Sheet page 18 Clause 10 Sub criteria for relevant experience of the firm for the assignment. *..... "Experience of Authority Engineer for having offered consultancy services to a private organization shall not be considered as relevant experience for current assignment" Project Management/Construction supervision consultancy to Private Organization is similar and equivalent to Authority Engineer / Independent Engineer/ Construction Supervision services to Government agency. We therefore request you to consider these services as relevant experience for current assignment provided the experience is duly endorsed by the respective Government Agency. Kindly confirm.	As per RFP provisions
8.	sub-clause 12.2 of Section 6 (pg 96)	Please refer sub-clause 12.2 of Section 6 (page 96), wherein it is mentioned that "The age of the Key Personnel should not be more than 65years on the date of submission of proposal". We would request you to kindly consider the Age limit of the Team Leader cum Senior Highway Engineer as	As per RFP provisions

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		70 years. Please consider	
9.	GCC Clause 6.2 (d) (pg 231-232)	GCC Clause 6.2 (d) in page 231-232 states about the mandatory deployment of key personnel and sub-professional and % deduction against each position if attendance is less than 90%.	As per RFP provisions
(a)		This clause lacks in rationality and legality as it appears to be impinging on basis 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 GCC 4.4(b), leave of Personnel is allowed with approval and Consultant shall ensure unaffected progress and supervision during leave of Personnel. In view of this we appeal either to remove this contentious clause of deduction against non-attendance of staff or modify it so that 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.	
10.	GCC Clause 6.2 (d) (pg 231-232)	In said Clause 6.2 (d) in page 231-232, it is mentioned that if a staff is not available for 90% of the stipulated time in a month, then only 80% of the monthly payment shall be released. It is not clear whether 80% salary of that particular staff or monthly invoice. Please clarify.	
11.	Clause 6.2(b)(i)(1) of SCC (pg-242)	As per clause 6.2(b)(i)(1) of SCC (Page 242), 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.	As per RFP provisions
(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 clause SCC 6.2 b) (i) (4) on page 242 should also not be made applicable. Please consider and confirm	
(ii)		Further, it is also mentioned under clause 6.4 (c) of GCC (Page 233) 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.	
12.	Appendix C-3, item III: Transportation (Fixed Cost) (pg-77/78)	Please refer Appendix C-3, item III: Transportation (Fixed Cost) in page 77-78. Considering 14 staff personnel, project corridor length of 57.5 km and minimum 60% test check as per ToR clause 5.11 of Section 6 etc., provision of only 2 Nos. Innova/Scoprio or equivalent is inadequate. We request you to please include at least 2 Nos. Ambassador/ Tata indigo or	As per RFP provisions

		equivalent during construction period. Kindly consider and modify the encrypted file on eProcurement portal.	
13.	Clause 4.5.1 of GCC (pg-227)	Please refer clause 4.5.1 of GCC (page 227) 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 practically extremely difficult to retain the staff for such a long period i.e from submission of bid date to 120 days beyond the date of signing of Contract (i.e. > 4 months). 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.	As per RFP provisions
14.	Clause 2.4 of SCC, (pg-240)	If Consultancy Period is extended beyond the stipulated period as mentioned in clause 2.4 of SCC, page 240, the Consultant should be given opportunity to enhance stipulated rate of escalation after mutual agreement. Please consider and confirm.	As per RFP provisions
15.	Clause 3.4(x)(g)(pg-11) and Clause 9 of GCC (pg-236)	Please refer Clause 3.4(x)(g)(Page 11) and Clause 9 of GCC(page 236) on fake or inflated CV of personnel. The Consultant would be penalized by so many means viz, refunding the salary and perks, interest of 12%, imposition of penalty @ 10% of salary and perks, other consequences and reduced person month rate etc. 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 on CV as this is uploaded by individual professional with complete protection. 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. As a Consultant, we can take full responsibility of our permanent employee's experience for their employment period in organization. In view of this practical perspective, the risk, 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. Please consider and confirm.	As per RFP provisions
16.	Evaluation Criteria of Team Leader cum Sr. Highway Engineer (pg-26)	Please refer Page No. 26 of the RFP, Evaluation Criteria of Team Leader cum Sr. Highway Engineer, Sl. No. 2C. Project Manager of Contractor is considered equivalent/ similar to Team Leader as per "Note — 1(i)". As a practice in the sector, Project Manager of Contractor possesses experience in "Construction/ construction supervision". Therefore we request you to kindly modify the criteria as follows	As per RFP provisions


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		2C: Experience in position of Team Leader/ Project Manager or similar capacity in Construction / Construction Supervision / IC involving length 40% of project length or more of similar configuration (2/4/6** laning) and above. Please consider and confirm.	
17.	Note no. 1(i)" (pg-27/28)	Please refer "Note no. 1(i)" in Page No. 27-28 of the RFP, Evaluation Criteria of Resident cum Highway Engineer. Highway Engineer is considered equivalent/ similar to Resident cum Highway Engineer as per "Note". Therefore, we request you to kindly modify the criteria as follows: 2ii): Experience as Resident Engineer/ Highway Engineer/ Project Director/ Project Manager/ Superintending Engineer or equivalent/ Executive Engineer or equivalent on construction works/Authority Engineer/ Independent Engineer Projects (similar configuration (2/4/6 laning*) and above). Please consider and confirm.	As per RFP provisions
18.	Evaluation Criteria of Bridge/ Structural Engineer (pg-29)	Please refer Page No. 29 of the RFP, Evaluation Criteria of Bridge/ Structural Engineer , Sl. No. 2iii). Bridge Engineer/ Project Manager (Bridges) of Contractor is considered equivalent/ similar to Bridge Engineer as per "Note — 1(i)". As a practice in the sector, Bridge Engineer/ Project Manager (Bridges) of Contractor possesses experience in construction of bridges . Therefore, we request you to kindly modify the criteria as follows: 2iii): Experience in similar capacity in construction/ supervision of Major Highway Bridges/ROB/Flyover/ Interchanges/ any other structures. Please consider and confirm. 2iv): Experience in similar capacity in Construction/ Supervision of Rehabilitation and Repair of Bridges/ ROB/ Flyover/ interchanges/ any other structures. Please consider and confirm.	As per RFP provisions
19.	Evaluation Criteria of Sr. Pavement Specialist (pg-31)	Please refer Page No. 31 of the RFP, Evaluation Criteria of Sr. Pavement Specialist, Sl. No. 2(iii). In Note — 1(i), Pavement Specialist/ Pavement Engineer/ Pavement Expert / Highway Engineer of Contractor is considered equivalent/ similar to Sr. Pavement Specialist. Therefore, we request you to kindly modify the criteria as follows: 2iii): Experience in similar capacity as Pavement/Geotechnical Engineer/ Highway Engineer in construction/ construction supervision of Major Highway projects (of length 40% of project length or more of similar configuration (2/4/6 laning**) and above). Please consider and confirm.	As per RFP provisions
20.	SCC Clause 6.2 (a)(i) (pg-241/242)	Please refer SCC Clause 6.2 (a)(i) In page no. 241-242, 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	As per RFP provisions

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		<p>month wise as per actual expenditure. Reimbursable expenditure payment based on actual expenditure is neither in line with the current policy of NHAI nor in line with ongoing/ under bidding of NHAI/MoRTH project. Moreover, please refer Page no 77 - 79 of 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>	
21.	NIT	<p>We would like to request you to kindly extend the proposal submission date by at least 2 weeks i.e. up to 6th April 2020 for your kind consideration.</p>	As per NIT


06/3/2020

(K C Bhatt)

Dy. General Manger (Tech.)
NHIDCL