

REPLY TO PRE-BID QUERIES

Sub: Consultancy services for authority's engineer for supervision of:

- (i) Widening /Improvement to 2 (Two) Lane with Earthen Shoulder of Yaingangpokpi-Finch Corner Section from km 0.00 to km 16.900 (length 16.900km) of NH 202 in the State of Manipur on EPC mode.
- (ii) Widening /Improvement to 2 (Two) Lane with Earthen Shoulder of Yaingangpokpi-Finch Corner Section from km 16.900 to km 30.970 (length 14.070km) of NH 202 in the State of Manipur on EPC mode.

Tender ID: 2020_NHIDC_556694_1

S No	Clause No. as per RFP	Consultant's Query/Request	Clarification by NHIDCL
1.	RFP Section 1: Information to Consultant - Cl. 9, Critical Data Sheet (Pg 4 of 231)	Bid Submission End Date (online) (10.06.2020) 14:30 hrs Considering the ongoing lockdown due to Covid-19 pandemic, we request you to extend deadline for bid submission further by 15 days from the existing due date.	As per RFP
2.	RFP Section 1: Information to Consultant - Cl. 13 (Pg 5 of 231)	...In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 (i.e. one lead + 1JV partners)... Request to allow Joint Venture partners limited to 3 (i.e. one lead+2 JV partners)	As per RFP
3.	RFP Section 1: Information to Consultant - Cl. 14 (B) (Pg 5 of 231)	...However the maximum no. of key personnel from Associate firm during RFP proposal and implementation of contract should be limited to two (2)... Request to allow 4 personnel from Associate firm during RFP proposal and implementation of contract.	As per RFP
4.	RFP Section 1: Information to Consultant - Cl. 16 (A), Eligibility Criteria for sole applicant firm (Pg 5 of 231)	The Firm Should Have Minimum Experience Of Preparation Of Detailed Project Report/Feasibility Study Cum Preliminary Design Report Of 2/4/6**- laning/Bridge project of aggregate length equal to 2 times or more of similar category for which RFP is invited.	As per RFP
5.	RFP Section 1: Information to Consultant - Cl. 16 (A), Eligibility Criteria for sole applicant firm (Pg 5 of 231)	Preparation of DPR (NH/SH/Equivalent) Kindly consider equivalent means urban roads / Bypass / Expressway / Tunnel / Sealink / Bridge projects	As per RFP
6.	RFP Section 1: Information to	The lead partner must fulfil at least 50% of requirements at 1(a) of table in para (A) above and other JV partner should fulfil at least 30%	As per RFP

	Consultant - Cl. 16 (B), Eligibility Criteria for partners in case of JV (Pg 7 of 231)	of eligibility criteria as indicated at 1(a) of table in para (A) above... Kindly remove 30% of eligibility criteria of JV partner	
7.	Data Sheet - 10. i) Sub criteria for Relevant Experience of the firm for the assignment (Pg 21 of 231)	Consultants should give details of the experience of the firm considering the completed and the on-going highway assignments, separately for PPP and non-PPP Projects along with experience certificates from clients. This list of completed works should also include those assignments which are substantially (90% of contract value) completed. No Qualification/Experience etc shall be considered without proof of experience Request to modify clause as below: Consultants should give details of the experience of the firm considering the completed and the on-going highway assignments, separately for PPP and non-PPP Projects along with experience certificates from clients. This list of completed works should also include those assignments which are substantially (80% of contract value) completed. No Qualification/Experience etc shall be considered without proof of experience	As per RFP
8	SI No. 2 (c) of Page No. 26 of the RFP - Evaluation Criteria of Team Leader cum Sr. Highway Engineer	SI. No. 2 (c) states that "Experience in position of Team Leader/Project Manager or similar capacity in Construction Supervision/IC involving length 40% of project length or more of similar configuration (2/4/6** laning) and above". We request you to kindly modify the criteria as follows: – <i>Experience in position of Team Leader/Project Manager or similar capacity in Construction /Construction Supervision/Authority Engineer/IC involving length 40% of project length or more of similar configuration (2/4/6** laning) and above. Please consider and confirm</i>	The observation is agreed to. Kindly refer Corrigendum I
9.	SI No. 2 (ii) of Page No. 27 of the RFP, Evaluation Criteria of Resident cum Highway Engineer	SI. No. 2(ii) states that "Experience as Resident 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)." We request you to kindly modify the criteria as follows- <i>Experience as Resident Engineer/Highway Engineer/Project Director/Project Manager/Superintending Engineer or equivalent/Executive Engineer or equivalent on construction works/Construction Supervision/ Authority Engineer/ Independent Engineer Projects (similar configuration (2/4/6 laning*) and above). Please consider and confirm</i>	The observation is agreed to. Kindly refer Corrigendum I
10 (i)	SI No. 2 (iii) of Page No. 29 of the RFP, Evaluation Criteria of Bridge / Structural Engineer	SI. No. 2(iii) states that "Experience in similar capacity in supervision of Major Highway Bridges/ROB/Flyover/ Interchanges/ any other structures." We request you to kindly modify the criteria as follows: <i>Experience in similar capacity in Construction/ Supervision of Major Highway Bridges/ROB/Flyover/ Interchanges/ any other structures. Please consider and confirm.</i>	The observation is agreed to. Kindly refer Corrigendum I

10 (ii)	SI No. 2 (iv) of Page No. 29 of the RFP, Evaluation Criteria of Bridge / Structural Engineer	<p>SI. No. 2(iv) states that "Experience in similar capacity in supervision of Rehabilitation and repair of Major Bridges/ROB/Flyover/ Interchanges/ any other structures." We request you to kindly modify the criteria as follows:</p> <p><i>Experience in similar capacity in construction/ supervision of Rehabilitation and repair of Major Bridges/ROB/Flyover/ Interchanges/ any other structures. Please consider and confirm</i></p>	The observation is agreed to. Kindly refer Corrigendum I
11(i)	SI No.2 (i) of Page No. 30-31 of the RFP, Evaluation Criteria of Sr. Pavement Specialist	<p>SI. No. 2(i) states that "Total Professional Experience of Pavement Design/Construction and Maintenance of Highways/Roads/Air Field /Runway." We request you to kindly modify the criteria as follows</p> <p><i>Total Professional Experience of Pavement Design/Construction/ Construction Supervision and Maintenance of Highways/Roads/Air Field /Runway. Please consider and confirm</i></p>	The observation is agreed to. Kindly refer Corrigendum I
11(ii)	SI No.2 (iii) of Page No. 30-31 of the RFP, Evaluation Criteria of Sr. Pavement Specialist	<p>SI. No. 2(iii) states that "Experience in similar capacity as Pavement/Geo technical 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." We request you to kindly modify the criteria as follows</p> <p><i>Experience in similar capacity as Pavement/Geo technical 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</i></p>	The observation is agreed to. Kindly refer Corrigendum I
12	Clause 3.6, Part 2: Financial Proposal on page 14-15 and SCC clause 6.2 (a)(page 231-232 of RFP)	<p>Please refer clause 3.6, Part 2: Financial Proposal on page 14-15 and SCC clause 6.2 (a)(page 231-232), it is stated 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 13th month from the last date of submission of bid:</p> <p>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</p> <p>ii) From this 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 13th month from the last date of submission of bid. Please clarify</p> <p>iii) As per our understanding the billing rate will increase by 5% compounding for every year. Example: If the base rate (bid rate) is 100, at the beginning of 13th month the bill rate will be 100+5%=105 and in the 25th month it would be 105+5%=110.25 and so on for every year. Please confirm</p>	As per RFP

13	Clause no. 10 of Data Sheet on page no. 20	Please refer clause no. 10 of Data Sheet on page no. 20, the points assigned to Technical Evaluation criteria for Relevant experience for the assignment is 40 marks . Whereas on page no. 24 the total marks allotted to Evaluation Criteria for Assessment of Experience of the Firm is 37 marks . The 03 marks towards "Experience in Construction Supervision/DPR /Design Review of Major structures having length of more than 500 meter in last 7 years." is missing .Please provide and confirm	The given evaluation criteria has been left out inadvertently in page no. 24 and so it may be considered as part of Evaluation Criteria for Assessment of Experience of Firm.
14	Appendix B-2 Site Appreciation page 40	<p>Please refer Appendix B-2 Site Appreciation page 40 "Shall give details of site as per actual site visit and data provided in RFP and collected from site supported by photographs to demonstrate that responsible personnel of the Authority's Engineer have actually visited the site and familiarized with the salient details/ complexities and scope of services".</p> <p>The client is aware that due to spread of Novel Coronavirus/Covid-19 Pandemic/ epidemic in India has led to complete lockdown of India till 17th May 2020 and may extend further. The consultant may / may not be able to capture actual photographs of the site, however consultant would bid accordingly with trust the site conditions are favorable for healthy and safe working conditions to all its staff. The client is requested to consider site appreciation form based on available data submitted by the consultants</p>	Agreed to
15.	ToR clause 4 (page 64)	<p>Please refer ToR clause 4 (page 64)"..... The Authority's Engineer is appointed to assist the Authority for carrying out the functions as detailed under clause 18.2 of the EPC Agreement...."</p> <p>We request you to kindly share copy of EPC Agreement to understand the scope under clause 18.2 of the EPC Agreement of the project</p>	Kindly refer the Tenders Archive section 2020 of Manipur state at NHIDCL website to view the EPC Agreement of the subject projects
16	Enclosure A page 81	<p>Please refer Enclosure A page 81- The position Road Safety Expert is full time during construction period</p> <p>We request client to allow the position as intermittent input as road safety experts with similar experience are required in all the similar Authority Engineer projects. The key experts are also not many available in the industry, fixing them full time would limit their availability for other projects of the consultant. Also the requirement of Road Safety Expert is not required full time and availability on intermittent/ as when required basis would suffice the project requirements</p>	As per RFP
17	Clause 5.8 (page 17) of Section 2 & Clause 10 (ix) (page 23) of Data Sheet, weightage given for	<p>In Clause 5.8 (page 17) of Section 2 & Clause 10 (ix) (page 23) of Data Sheet, weightage given for Technical (T) & Financial (F) is 70:30</p> <p>While prima facie role of Authority's Engineer 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 the Authority's Engineer Team do possess</p>	As per RFP

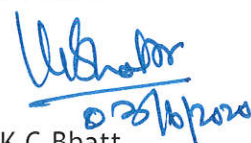
	Technical (T) & Financial (F) is 70:30	quality system, approach and manpower to ensure quality service and best engineering practices. It is therefore requested to consider 80:20 weightage for Technical (T) & Financial (F) respectively to encourage and ensure better quality of Consultants and it's services	
18		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	As per RFP
19	Enclosure A of ToR (page 63-80) regarding Team Composition of Authority's Engineer	Refer Enclosure A of ToR (page 63-80) regarding Team Composition of Authority's Engineer The project demands quite considerable deliverables as regards to review and approval of design and drawings from Authority's Engineer within a specified time frame as per clause 5.1 & 5.2 of ToR (page 64-65). 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)	As per RFP
20	Data Sheet page 21 Clause 10 Sub criteria for relevant experience of the firm for the assignment	Please refer Data Sheet page 21 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" We would like to bring to your kind attention that 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	As per RFP
21.	Clause 12.2 of Section 6 (page 78)	Please refer clause 12.2 of Section 6 (page 78), wherein it is mentioned that " <i>The age of the Key Personnel should not be more than 65 years on the date of submission of proposal</i> " We would request you to kindly consider the Age Limit of the Team Leader cum Senior Highway Engineer as 70 years. Please consider and confirm	As per RFP
22.	clause 6.2(b)(i)(1) of SCC (Page 232), payment of Consultants is linked with approval of monthly reports	As per clause 6.2(b)(i)(1) of SCC (Page 232), 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	

		<p>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 218 should also not be made applicable. Please consider and confirm</p> <p>(ii) Further, it is also mentioned under clause 6.4 (c) of GCC (Page 224) 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.</p> <p>(iii) Please refer clause 4.4. (b) of GCC states "The Personnel of all types engaged by Consultant to provide Services on this Contract shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix E hereto, and except as specified. In such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services." We understand as per above clause 4.4(b) of GCC that "taking of leave by any Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Further, clause 6.2 (d) of GCC towards percentage reduction in payment is limited to and applicable only when a key personnel is not mobilized by consultant and the absence during leave as per clause 4.4(b) would not be considered for % deduction against each position if attendance of one month is less than 90%.</p>	<p>As per RFP</p> <p>Yes</p> <p>As per RFP</p>
23.	clause 4.5 of GCC (page 218-219)	<p>Please refer clause 4.5 of GCC (page 218-219) 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</p> <p>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</p>	As per RFP

		request to consider 120 days from the submission of Bid date. This will be applicable for Team Leader replacement also.	
24	Clause 2.4 of SCC, page 230	If Consultancy Period is extended beyond the stipulated period as mentioned in clause 2.4 of SCC, page 230, the Consultant should be given opportunity to enhance stipulated rate of escalation after mutual agreement	As per RFP
25	Clause 3.4(x)(g)(Page 14) and Clause 9 of GCC on fake or inflated CV of personnel	<p>Please refer Clause 3.4(x)(g)(Page 14) and Clause 9 of GCC on fake or inflated CV of personnel.</p> <p>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</p>	As per RFP
26	GCC Clause 6.2 (d) in page 222-223 states about the mandatory deployment of key personnel and sub-professional and % deduction against each position if attendance is less than 90%	<p>GCC Clause 6.2 (d) in page 222-223 states about the mandatory deployment of key personnel and sub-professional and % deduction against each position if attendance is less than 90%</p> <p>(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.</p> <p>(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.</p> <p>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</p>	As per RFP
27	Clause 6.2 (d) in page 223	In said Clause 6.2 (d) in page 223, it is mentioned that if “..... in case the Team Leader cum Senior Highway Engineer has not been made available for 90% of the stipulated time in the month, then only 80% of the monthly payment shall be released”.	80% of monthly payment pertains to the monthly invoice of the AE & not of a particular staff.

		<p>It is not clear whether 80% salary of that particular staff or monthly invoice. Please clarify.</p> <p>This clause appears to be impinging on basic rights a key personnel in India. This clause may please be removed.</p>	
28	SCC Clause 6.2 (a)(i) (231-232)	<p>Please refer SCC Clause 6.2 (a)(i) (231-232), 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 NHAI nor in line with ongoing/ under bidding of NHAI/MoRTH project. Moreover, please refer page 63-65 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>	As per RFP
29		<p>Please let us know the current status of land acquisition, forest clearance etc. of the project. Also, inform about expected commencement of Authority's Engineer Services?</p>	<p>The pre-construction activities like Land Acquisition and Forest Clearance are under progress.</p> <p>The services of Authority's Engineer will be commenced at the earliest after identifying the H1 bidder</p>
30.		<p>Please let us know the status of selection of EPC Contractor & tentative commencement of services (Appointed Date) of Contractor?</p>	<p>LoA has already been issued to the L1 bidder. The appointed date will be tentatively provided in June after completion of necessary procedures.</p>
31	Clause 10.1 of page 77 of RFP , "Regarding installation of biometric attendance system near project highway	<p>Please refer clause 10.1 of page 77 of RFP , "Regarding installation of biometric attendance system near project highway".</p> <p>We would like to bring to your notice that it won't be feasible as internet facility won't be available at remote places on the highway. It is being field job also where office time carries no meaning as such , it's requested to remove this clause</p>	As per RFP

32	RFP Appendix C3 on page 62-IX Road Survey Equipment and Financial Encrypted file	<p>Please refer RFP Appendix C3 on page 62-IX Road Survey Equipment and Financial Encrypted file</p> <p>Experience in Mobile Bridge Inspection Unit or better technology for bridge inspection is not mentioned. However as per clause 3.4 (iv) page 14 and data sheet clause 10.2 it's a mandatory requirement. Please clarify and share the corrected financial encrypted file on e-procurement portal of NHIDCL.</p>	As per RFP
33		<p>The Financial Encrypted file does not include the GST % as applicable as per Government of India in the total cost of financial proposal. Please rectify the error and share the correct financial encrypted file on e-procurement portal</p>	<p>NHIDCL shall reimburse only Goods and service tax. Authority's Engineer has to assess all other taxes and should include them in their financial proposal. These taxes (other than Goods and Service Tax) shall not be provided separately.</p>
34		<p>We would like to request you to kindly extend the proposal submission date up to 24th June 2020 since spread of Novel Coronavirus/Covid-19 Pandemic/ epidemic in India has led to complete lockdown of India up to 17th May 2020 by Ministry of Home Affairs, Government of India vide order, dated 1st May 2020. It is just anticipated that resumption to normalcy will take 4 – 6 weeks beyond the lockdown period</p>	As per the dates given in the RFP



K C Bhatt

DGM (Tech)

