

## Reply to Pre-Bid Queries

**Project Name:** Consultancy services as Authority's Engineer for Supervision of "Construction of 2-laning with hard shoulder configuration from Design Chainage Km 0.000 to Km 80.638 for Lunglei-Tlabung section of NH-302 in the state of Mizoram under Bharatmala Pariyojana on EPC Mode"- Request for Clarification on Questions on the RFP and ToR – reg.

**Contract Package No.** NHIDCL/Mizoram/NH-06/EC/AE/2019-20

**Tender ID:** 2020\_NHIDC\_540344\_1

Sr. No.	Reference section/clause no./ Annexure/items of RFP	Query	Reply
1	Page No. 29 of the RFP, Evaluation Criteria Sl. No. 2 (c)	<p>Please refer Page No. 29 of the RFP, Evaluation Criteria Sl. No. 2 (c) of Team Leader cum Sr. Pavement Engineer, which states "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:</p> <p>2(c): "Experience in position of Team Leader/Project Manager or similar capacity in <b>Construction</b> / Construction Supervision/ IC involving length 40% of project length or more of similar configuration (2/4/6** laning) and above."</p>	As per RFP.
2	Page No. 30 of the RFP, Evaluation Criteria Sl. No. 2(ii)	<p>Please refer Page No. 30 of the RFP, Evaluation Criteria Sl. No. 2(ii) of Resident cum Highway Engineer, which states "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:</p> <p>2(ii): "Experience as Resident Engineer/<b>Highway Engineer</b>/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)."</p>	As per RFP. However, experience of Highway Engineer may be considered for the position of Resident cum Highway Engineer.
3	Please refer Page No. 33 of the RFP, Evaluation Criteria Sl. No. 2(iii) of	<p>Please refer Page No. 33 of the RFP, Evaluation Criteria Sl. No. 2(iii) of Bridge / Structural Engineer, which states "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:</p> <p>2(iii): "Experience in similar capacity in <b>Construction</b>/ Supervision of Major Highway Bridges/ ROB/Flyover/ Interchanges/ any other structures."</p>	As per RFP.
4	Page No. 33 of the RFP, Evaluation Criteria Sl. No. 2(iv)	<p>Please refer Page No. 33 of the RFP, Evaluation Criteria Sl. No. 2(iv) of Bridge / Structural Engineer, which states "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>2(iv): "Experience in similar capacity in <b>Construction</b>/ supervision of Rehabilitation and repair of Major Bridges/ROB/Flyover/ Interchanges/ any other structures."</p>	As per RFP.



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5	Clause 3.6, Part 2: Financial Proposal on page 15 and SCC clause 6.2 (a)	<p>Please refer clause 3.6, Part 2: Financial Proposal on page 15 and SCC clause 6.2 (a), 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 13<sup>th</sup> 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 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 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 <math>100+5\%=105</math> and in the 25th month it would be <math>105+5\%=110.25</math> and so on for every year. Please confirm.</p>	<p>i) As per RFP.</p> <p>ii) As per RFP.</p> <p>iii) As per RFP at simple interest rate.</p>
6	Clause 5.8 (page 17) of Section 2 & Clause 10 (ix) (page 23)	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. 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 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.
7	Enclosure A page 87	Please refer Enclosure A page 87, the key & sub key personnel input during maintenance period is only intermittent. We request to consider position of Resident cum Highway Engineer as full time input of 60 months considering scope of work and project has six packages and also the project site would not have any senior staff for decision making and coordinating the work during maintenance period. Further, all 6 nos. Assistant Highway Engineer position should be considered for full time instead of 2 nos. considering the scope of work of Authority Engineer and support to Resident cum Highway Engineer during maintenance period. Please consider and confirm.	As per RFP.
8	General	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.	As per RFP
9	Refer Enclosure A of ToR (page 87)	Refer Enclosure A of ToR (page 87) 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 71-72). 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.





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10	Refer Enclosure A of ToR (page 87)	Refer Enclosure A of ToR (page 87) 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 measurement & quantity, Examining claims and Change of Scope (COS) of the Contractor, Reviewing Modified Designs & evaluate its Impact on Cost, Scrutinising 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 78 months in place of 26 months for Quantity Surveyor. Kindly consider & confirm.	As per RFP
11	Data Sheet page 21 Clause 10	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. Kindly consider & confirm.	As per RFP
12	Clause 12.2 of Section 6 (page 85)	Please refer clause 12.2 of Section 6 (page 85), wherein it is mentioned that "The age of the Key Personnel should not be more than 65 years on the date of submission of proposal".  We would request you to kindly consider the Age Limit of the Team Leader cum Senior Pavement Engineer as 70 years. Please consider and confirm.	As per RFP



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13	<p>As per clause 6.2(b)(i)(1) of SCC (Page 214)</p> <p>(i) SCC 6.2 b) (i) (4) on page 214</p> <p>(ii) clause 6.4 (c) of GCC (Page 207)</p> <p>(iii) clause 4.4. (b) of GCC</p>	<p>As per clause 6.2(b)(i)(1) of SCC (Page 214), 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.</p> <p>(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 214 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 207) 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 " 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. 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>(i) As per RFP.</p> <p>(ii) As per RFP.</p> <p>(iii) As per RFP.</p>
14	Clause 4.5 of GCC (page 202)	<p>Please refer clause 4.5 of GCC (page 202) 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. &gt;&gt; 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>	As per RFP.
15	clause 2.4 of SCC, page 212	If Consultancy Period is extended beyond the stipulated period as mentioned in clause 2.4 of SCC, page 212, the Consultant should be given opportunity to enhance stipulated rate of escalation after mutual agreement. Please consider and confirm	As per RFP.



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16	Clause 3.4(x)(g)(Page 14) and Clause 9	Please refer Clause 3.4(x)(g)(Page 14) and Clause 9 of GCC 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.
17	GCC Clause 6.2 (d) in page 206 and clause GCC 4.4(b)	GCC Clause 6.2 (d) in page 206 states about the mandatory deployment of key personnel and sub-professional and % deduction against each position if attendance is less than 90%. (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 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	As per RFP.
18	Clause 6.2 (d) in page 206	In said Clause 6.2 (d) in page 206, it is mentioned that if "..... in case the Team Leader cum Senior Pavement 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". It is not clear whether 80% salary of that particular staff or monthly invoice. Please clarify. This clause appears to be impinging on basic rights a key personnel in India. This clause may please be removed.	80% salary of that particular staff as per RFP.
19	SCC Clause 6.2 (a)(i) (213-214)	Please refer SCC Clause 6.2 (a)(i) (213-214), 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 <u>shall be paid as per rate quoted (Fixed rate/Fixed costs)</u> in the financial bid. 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.	Bills/supporting vouchers are not required to be submitted for items under Fixed rate/Fixed Costs. However, for items under Reimbursable expenditure, supporting vouchers/bills may be required.

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20	General	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?	Land acquisition & Forest clearance is in progress and commencement of services of Authority's Engineer is expected w.e.f. January'2021
21	General	Please let us know the status of selection of EPC Contractor & tentative commencement of services (Appointed Date) of Contractor?	Selection of EPC contractor for Civil work is in tendering stage and the Appointed date may be in the month of January'2021 or later on.
22	financial encrypted file Sr.No.4	Please refer financial encrypted file Sr.No.4 Office Rent – The column of "total amount including GST" doesn't multiply the Total Amount with GST % applicable. Please rectify the error and share the correct financial encrypted file on e-procurement portal.	Please refer Amendment No. 2. Revised BOQ is uploaded.
23	data sheet page 21	Please refer data sheet page 21 i. Sub criteria for Relevant Experience of the firm for the assignment -Average Annual Turnover (last 3 years) from consultancy business (Min 5 crore). However as per Appendix EC(page 25) and page 6 clause 15 A of section 1 ,it states INR 19.28 Crores. Please clarify.	Turnover in any of the Financial year should not be less than 5 Crore but average annual turnover should be minimum 19.28 Crore or above as per RFP.
24	Enclosure A page 87-88 "Notes: 4	Please refer Enclosure A page 87-88 "Notes: 4. In addition to above mentioned Technical Staff in Enclosure-A, NHIDCL may depute 06 experienced Civil Engineers having minimum 02 years experience (one for each package i.e. Package-1, 2, 3,B1,B2 & B3) with the team of Authority's Engineer". The consultant financial proposal doesn't include any expense regarding involvement of these staff of NHIDCL. We understand the NHIDCL would pay the salary and other expenses of the "06 civil engineer" during the deployment period. Please clarify	Salary and other expenses for 6-civil Engineers deputed by Authority will be paid by NHIDCL.





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25	Noval Coronavirus/Covid-19 Pandemic/ epidemic	We would like to request you to kindly extend the proposal submission date up to 9 <sup>th</sup> June 2020 since spread of Noval Coronavirus/Covid-19 Pandemic/ epidemic in India has led to complete lockdown of India up to 3 <sup>rd</sup> May 2020 by Ministry of Home Affairs, Government of India vide order No.40-3/2020-DM-I(A), dated 15 <sup>th</sup> April 2020 (letter enclosed for reference) for and the resumption to normalcy will take three to four weeks beyond the lockdown period. Please consider and confirm.	Please refer Amendment No. 1 vide which Bid due date was extended upto 27.07.2020.
26	Appendix C3 of RFP and BOQ	Please refer Financial encrypted file and RFP Appendix C3 Support Staff 1. Office Manager (3no) =18+60 months; Accountant cum Cashier (2no)=18+60 months; Steno cum Computer Operator (6no)=18+60 months; Office Boy ( 3no)=18+60 months – However the correct man months should be 1. Office Manager (3no) =18*3+60= 114 months; Accountant cum Cashier (2no)=18*2+60= 96 months; Steno cum Computer Operator (6no)= 18*6+60= 168 months; Office Boy ( 3no)= 18*3+60= 114 months. Please clarify and share the correct financial encrypted file on procurement portal.	Please refer Amendment No. 2.

*[Handwritten Signature]*  
20/5/20