

National Highways & Infrastructure Development Corporation Limited

Reply to Pre-Bid Query

Name of Work: Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing pre-construction services for up gradation of newly declared National Highway, Tharthri - Kahaljugasar- Kilhotran (70 km, District- Doda, J&K) to Makhan-Chachool (10 km. District Chamba, Himachal Pradesh) to 2-lane with paved shoulder including Feasibility study cum DPR of Tunnel of approx. length 4 km near Kahaljugasar in the state of Jammu and Kashmir.

Sr. No.	Clause No. Section	Description	Query	Reply
1.	LOI Introduction clause 1.4	The consultants shall submit proposals either in sole capacity or in JV or in Association. Joint Venture/Association shall not have more than two firms.	From this we understand that any consultant can submit proposals either in sole capacity or in JV with one partner or (Lead partner JV with another partner+ one Associate) OR (Lead partner + Associate1+Associate2). Please clarify.	Please refer to clause 1.8.4 of RFP in the regard which is self explanatory.
2	Appendix I TOR Clause 3.6	Consultant is also required to prepare all Land Acquisition papers (i.e. all necessary schedule and draft 3a, 3A and 3D, 3G notification as per LA act) for acquisition of land either under NH Act or State Act.	Land acquisition schedules comprises of 3a, 3A and 3D only. 3G is declaration Award by "CALA" based on Valuation done by various State Government Departments like Revenue, Horticulture, Building etc. where Consultant has no role. Therefore 3G should be deleted from this clause.	As per RFP
3	General Conditions of Contract Clause 6.3 (b) Payment	Road Portion (60%) Tunnel Portion (40%)	Road Portion (80%) Tunnel Portion (20%) (Because road length 80 km and tunnel length 4km. and in finalisation of tunnel	As per RFP


25/4

	Schedule		alignment more input required from road design team).	
		Total percentage sum of road portion is only 49.5%. Whereas total percentage sum of road portion is 40.50% against the provision of 40% Total of both = 90%	It seem total retention amount of 10% is withheld in road portion. Retention should be applicable to both road and tunnel portion. Accordingly distribution of percentage to be recalculated.	As per RFP
4	Appendix I TOR Clause 10.3 Feasibility Report	10.3 1 (x) Cost estimate based on preliminary rate analysis and bill of quantities. 10.3 2 (iv) Bill of Quantities: This volume shall contain the detailed Bill of Quantities for all items of works	Cl. 10.3 1 (x) and 10.3 2 (iv) are contradicting each other regarding preliminary and detailed bill of quantities. For detailed bill of quantities detailed design is required. Hence Cl. 10.32 (iv) Bill of Quantities should be modified as "This volume shall contain the preliminary Bill of Quantities for all items of works."	As per Amendment No 2
5.	Letter of Invitation, Clause 7,	Clause specifies a Performance Security for an amount equivalent to 10 % of the total contract value of the Contract and the same shall be valid for a period of three years beyond the date of completion of services	We request the Client to kindly modify the Clause as Performance Security for an amount equivalent to 5% of the total contract value of the Contract and the same shall be valid for a period of one year beyond the date of completion of services.	As per RFP
6.	General Conditions of Contract Clause 7.2	Retention Money An amount equivalent to 15% of the contract value shall be retained at the end of the Contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works or after 3 years from completion of	We request to kindly consider 5% of the contract value as retention money and also request the Authority to release Retention Money within one year from the date of completion of the consultancy services.	As per RFP

h
25/4

		consultancy services, whichever is earlier.		
7.	Clause 4.5.2 of the General Conditions of Contract,	<p>Replacement of Key Personnel</p> <p>In case notice to commence services is given within 120days of signing of contract the Replacement shall be as follows</p> <p>(a) Replacement upto 33% of key personnel, remuneration shall be reduced by 5% (b) for total replacement between 33% to 50%, remuneration shall be reduced by 10% (c) for total replacement beyond 50% and 66% remuneration shall be reduced by 15% (d) for total replacement beyond 66% of the total key personnel, the remuneration of the substitute shall be reduced by 50% of the original person replaced.</p> <p>Replacement shall be by an equal or better scoring person, the department may initiate action for Termination/debarment of such consultant for futureprojects of NHAI/ MoRTH for a period of 6 months to 24 months. Depending upon the severity case.</p>	<p>Recommendations:</p> <p>The percentage deductions proposed for replacement of Key Personnel for total Replacement between 33% to 50%, remuneration be reduced to 10% (iii) for total replacement beyond 50% and 66% remuneration be reduced by 15% ;</p> <p>The Consultant be given at least 30 -60 days to replace the Keypersonnel arising due to events beyond Consultants control. Pls. consider</p>	As per RFP
8.	Clause 7.1.1 of General Conditions of Contract	Responsibility for Accuracy of Project Documents	<p>Recommend changes to the clause as reproduced below:</p> <p>".. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project arising due to Consultants negligent acts,</p>	As per RFP

M
25/4

			errors or omissions....." Kindly consider	
9.	Clause 3.5 (c) (i) of Special Condition of Contract	The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) for a period of Five years beyond completion of Consultancy services or as per Applicable Law, whichever is higher.	It is requested that the consultant shall provide the PLI up to 6 months from the completion of services. Pls. consider	As per RFP


25/4