

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

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

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BHARATMALA
ROAD TO PROSPERITY



NHIDCL
BUILDING INFRASTRUCTURE - BUILDING THE NATION

CIN: U45400DL2014GOI269062

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

Pre-Bid Replies

S. No	Query	Reply by Technical Division
1	Please refer Page No. 26 of the RFP, Evaluation Criteria of Team Leader cum Sr. Highway Engineer, i. Sl. 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."</i> Please consider and confirm.	The observation is agreed to. Please refer corrigendum-II
2	Please refer Page No. 27 of the RFP, Evaluation Criteria of Resident cum Highway Engineer, Sl. 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. Please refer corrigendum-II
3	Please refer Page No. 29 of the RFP, Evaluation Criteria of Bridge / Structural Engineer, i. Sl. 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. Please refer corrigendum-II
4	Sl. 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: <i>"Experience in similar capacity in construction/ supervision of Rehabilitation and repair of Major Bridges/ROB/Flyover/ Interchanges/ any other structures." Please consider and</i>	The observation is agreed to. Please refer corrigendum-II

	confirm	
5	Please refer Page No. 32 of the RFP, Evaluation Criteria of Sr. Pavement Specialist, i. Sl. 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: <i>"Total Professional Experience of Pavement Design/Construction/ Construction Supervision and Maintenance of Highways/Roads/Air Field /Runway." Please consider and confirm.</i>	The observation is agreed to. Please refer corrigendum-II
6	Sl. 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: <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>	The observation is agreed to. Please refer corrigendum-II
7	Please refer clause 3.6, Part 2: Financial Proposal and SCC clause 6.2 (a)(page 212-213), 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. 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 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 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	As per RFP
8	Please refer Appendix B-2 Site Appreciation page 42 "Shall give details of site as per actual site visit and data provided in RFP and collected from site supported by photographs to	Agreed 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". The client is aware that due to spread of Noval Coronavirus/Covid-19 Pandemic/ epidemic in India has led to complete lockdown of India till 31 st 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. Please consider and confirm.	
9	Please refer ToR clause 4"..... 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...." 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. Please consider.	Please refer Model RFP for EPC contracts
10	Please refer Enclosure A page 83- The position Road Safety Expert is full time during construction period. 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. Please consider.	As per RFP.
11	In Clause 5.8 of Section 2 & Clause 10 (ix) 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.
12	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
13	Refer Enclosure A of ToR 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. This would essentially require significant inputs of Design Engineer (Highways) &	As per RFP

	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.	
14	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" 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
15	Please refer clause 12.2 of Section 6, wherein it is mentioned that <i>"The age of the Key Personnel should not be more than 60 years on the date of submission of proposal"</i>. We would request you to kindly consider the Age Limit of the key staff to be minimum 65 years and Team Leader cum Senior Highway Engineer as 70 years. Please consider and confirm	As per Corrigendum-II
16	As per clause 6.2(b)(i)(1) of SCC (Page 213), 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 clause SCC 6.2 b) (i) (4) on page 213 should also not be made applicable. Please consider and confirm (ii) Further, it is also mentioned under clause 6.4 (c) of GCC (Page 206) 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. (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.	As per RFP.

	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%.	
17	Please refer clause 4.5 of GCC (page 201) 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). 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
18	If Consultancy Period is extended beyond the stipulated period as mentioned in clause 2.4 of SCC, page 211, the Consultant should be given opportunity to enhance stipulated rate of escalation after mutual agreement. Please consider and confirm	As per RFP
19	Please refer clause 2.4 of Special Conditions of Contract, it is mentioned that, "The time period shall be 66 months 18 months for construction period and 48 months for Maintenance period)". However as per Enclosure A, Clause 13 of ToR, Section-1, table-1: Details of Project "The time period shall be 78 months i.e 18 months for construction period and 60 months for Maintenance period). Please clarify.	Please refer Corrigendum-II
20	Please refer Clause 3.4(x)(g) 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	As per RFP



	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.	
21	GCC Clause 6.2 (d) in page 204-205 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
22	In said Clause 6.2 (d) in page 205, 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”. 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 % of the monthly payment pertains to the monthly invoice of the AE & not of a particular staff.
23	Please refer SCC Clause 6.2 (a)(i) (212-213), 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	As per RFP

	amounts" & bills are not required to be submitted along with invoices. Please consider and confirm	
24	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?	The process of getting pre-construction clearances like land Acquisition & forest clearance etc is under progress. (ii) The commencement of Authority's Engineer Services shall be before appointed date.
25	Please let us know the status of selection of EPC Contractor & tentative commencement of services (Appointed Date) of Contractor?	The LOA has been issued for the 5 packages of Kohima Jessami. Appointed date shall be fixed after getting the requisite clearances for LA, FC etc.
26	Please refer clause 10.1 of page 80 of RFP , "Regarding installation of biometric attendance system near project highway". 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. Kindly consider and confirm	As per RFP
27	Please refer RFP Appendix C3 on page 63 – IX Road Survey Equipment -The no. of times survey to be conducted 1.NSV (10 Nos.); 2 FWD (6 Nos.); 3. MBIU (10 Nos.); 4. Retro Reflectometer (10 Nos.) However as per Financial Encrypted file 1.NSV(8 Nos.); 2 FWD (4 Nos.); 3. MBIU (8 Nos.); 4. Retro Reflectometer (8 Nos.). Please clarify and share the corrected financial encrypted file on e-procurement portal of NHIDCL.	Modified BOQ has been uploaded. Refer Corrigendum-II
28	Please refer Section 6: ToR for Authority Engineer "...The term "Agreement" and clauses thereof refer to the EPC Agreement dated----- entered between Authority and -----(the Contractors) for the work of Construction of "(i) (Package-I) (ii) (Package II) (iii) (Package III)". – However RFP is invited for Package IV and Package V of Kohima-Jessami Road section in Nagaland. Please clarify.	Please refer corrigendum-II
29	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	As per Sub clause 1.6 of the Letter for invitation, "NHIDCL shall reimburse only Goods and service tax. Authority's Engineer has to assess all other taxes and should inbuilt them in their financial proposal. These taxes (other than Goods and service tax) should not be provided separately. Consultants are requested to consult Tax Consultants for details. The GST shall be paid on reimbursement basis."
30	Please refer clause 8 of section 1 "...Rs. 5,000/-+GST @12 % towards cost of RFP at the time of the submission of the Bid proposal through RTGS/Demand Draft in favor of National Highways & Infrastructure Development Corporation Limited (NHIDCL).- The RTGS details are not provided in the RFP and since it's a online submission on procurement portal, we	As per corrigendum-II



	request to share the RTGS details for submission of RFP document fee online. Please provide.	
31	Please refer clause 7.1 Performance Guarantee “....The BG shall be valid for a period of [84+2] i.e. upto 2 months beyond the expiry of the Contract period of [84 months]..”. However as per clause 2.4 of Special Conditions of Contract, it is mentioned that, “The time period shall be 66 months 18 months for construction period and 48 months for Maintenance period)”. However as per Enclosure A, Clause 13 of ToR, Section-1, table-1: Details of Project “The time period shall be 78 months i.e 18 months for construction period and 60 months for Maintenance period). Please clarify the correct period of services of these packages/project. Please confirm.	As per Corrigendum-II
32	Please refer Appendix A Key Personnel employed with the firm – The position of Senior Pavement Specialist and Road Safety Expert is not mentioned. The positions are key positions and firms have inhouse staff with similar experience. Also independent consultants attached full time basis with more than 1 years association with the firm should be considered under this criteria and given full marks under the criteria. Please consider and clarify.	As per RFP
33	Please refer financial encrypted file 1.1 Team Leader cum Senior Highway Engineer , the man-month mentioned is 18 months only. However as per RFP Appendix C3 and Enclosure A its mentioned 30 months. Please rectify the error and share the correct financial encrypted file on e-procurement portal.	Please refer Modified BOQ .
34	Please refer RFP Appendix C3 VII. Office Furniture and Equipment (Rental)- The no. of months is 84 months to be multiplied by rate/month. However as per Enclosure A, Clause 13 of ToR, Section-1, table-1: Details of Project “The time period shall be 78 months i.e 18 months for construction period and 60 months for Maintenance period). The financial encrypted file quantity is 1 Nos. to be quoted as LumpSum. Please rectify the error and share the correct financial encrypted file on e-procurement portal	As per BOQ
35	Please refer RFP Appendix C3 VIII. Reports and Document Printing - Half yearly Reports are mentioned only 3 Nos. x 3 copies = 9 Nos. Further as per financial encrypted file 8.2 Half yearly copies – Total no. of copies are 12= No. of reports (3) x No. of copies (3 Nos.) = 9 Nos. Please clarify the error and share the correct financial encrypted file on e-procurement portal.	As per RFP
36	Please refer Enclosure A page 83, Appendix C3 & Financial Encrypted file as regards to the position of Quantity Surveyor. 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 Contractor & evaluate Impact on Cost due to Modified Designs, 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. However, it is noted	As per RFP.



	that 1 (one) Quantity Surveyor position is only 8 months during maintenance period of 60 months through the project period. We therefore request to include full time input of 1 (one) Quantity Surveyor for 78 months. Kindly consider & confirm.	
37	Please refer Financial Encrypted file 10 Contingency – The column of “Total amount in words” is showing “zero” and feezed in the entire BoQ financial encrypted file. Please clarify the error and share the correct financial encrypted file on e-procurement portal.	Please refer Modified BOQ
38	Please refer financial encrypted file 9. Road Survey Equipment – The km mentioned is 44km for 9.1 and 9.2 and Km 34 for 9.3 and 9.4. The table 1 of section 1 states 44.04 km as project length. Further the multiplication of (no. of survey(8) x km length(44) = 352 km, However it should be (no. of survey(8) x km length(44.04) = 352.32 km). Please clarify the error and share the correct financial encrypted file on e-procurement portal.	As per RFP
39	Please refer financial encrypted file – “The column of “Total amount in words” is showing “zero” and feezed in the entire BoQ financial encrypted file. Please clarify the error and share the correct financial encrypted file on e-procurement portal.	Please refer Modified BOQ
40	We would like to request you to kindly extend the proposal submission date up to 4 th July 2020 since spread of Noval Coronavirus/Covid-19 Pandemic/ epidemic in India has led to complete lockdown of India up to 31 st May 2020 by Ministry of Home Affairs, Government of India. It is just anticipated that resumption to normalcy will take 4 – 6 weeks beyond the lockdown period. Please consider and confirm.	Please refer Corrigendum-I.
41	As per INFRACON portal total 3 no of Resident cum Highway Engineer required in the reference of sub sl no -1, and as per RFP only 2 No. of Resident Engineer required. Hence, it is required that please confirm the correction on INFRACON Portal. Print screen of the INFRACON enclosed	Infracon has been updated.
42	We requesting you to please extend due date of bid submission at least 1-2 weeks, due to all over India is in Lockdown till 31 st May 2020, even some the state has permitted, but mostly state is not allowed without any of the urgent work. Hence, it would request you to take some more time to prepare a comprehensive proposal on before time	Please refer Corrigendum-I.


 AK Jha
 DGM(T)