

NHIDCL/Assam/AE/Tam-Mahur Pkg-7&8/222388/2526 Date:26.06.2023

REPLY TO PRE-BID QUERIE

Sub: Invitation of tender for Consultancy services for Authority's Engineer for the following projects:

i) Widening & Upgradation to two lanes with paved shoulders road from Tamenglong to Mahur (NH-137) in the State of Assam starting near Jiri River (Assam/Manipur Border) at km 96.870 and ending near Hangrum at km 116.550 (Package – 7) on EPC mode. (Length-19.68 km)

ii) Widening & Upgradation to two lanes with paved shoulders road from Tamenglong to Mahur (NH-137) in the State of Assam starting from km 116.480 near Hangrum to km 136.500 near Hejaichak (Package-8) on EPC mode under NH(O)-NE.-**Reply of the Pre-Bid query - Reg.**

Tender ID:2023_NHIDC_753941_1

Bidder Name	S.No	Queries	Reply
LEA Associates Asia Pvt. Ltd.	1	Please refer Clause 3.6, Part 2: Financial proposal (in page 16 of 234) and SCC Clause 6.2 (a) (i) (Page 210,211 of 234). It is stated that "Beginning 13th months from the last date of submission of bid, billing rates shall be increased to cover all items of contract i.e. remuneration, vehicle hire, office rent consumables, furniture etc.@5% every 12 months." In our opinion the proposed rate of escalation of 5% per annum is very less and it is requested to consider 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 price index. Please consider and confirm.	As per RFP.
	2	Please refer Clause 5.8 (Page 19 of 234) QCBS selection criteria with technical weightage of 75 points and Financial weightage of 25 points. 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 85:15 weightage for Technical (T) & Financial (F) respectively to encourage and ensure better quality of consultants and it's services. Please consider	As per RFP.
	3	Please refer Clause 5.7, 5.8, 5.9 (Page 19 of 234) QCBS selection criteria. 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.

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GCC Clause 6.2 (d) (in page 202 of 234) states about the mandatory deployment of key personnel and sub-professional and the deduction in monthly payment for inadequate deployment of key personnel and Sub-Professional has been mentioned against each position if attendance is less than 90% excluding permissible casual leave, we hereby request to Authority that:
 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

Further as per clause GCC 4.4(b) (in page 198 of 234), leave of Personnel is allowed with approval and Consultant shall ensure unaffected progress and supervision during leave of Personnel

Intermittent staff of key personnel and Sub-Professional should not be considered for such reduction in remuneration as these positions are being deployed at site as per site requirement and as & when required

Average availability across the group shall be considered for a block period of six months or yearly so that employee's (Key and Sub-Professional) legal rights of availing leave cannot be deprived.

Further, reduction in remuneration by 80% of all the Key personals due to absence of Team leader cum Senior Highway Engineer for more than 10% in a month is unjustified. Further, in many cases the absence/ leave of Team Leader or any Team member may be due to reasons beyond the reasonable control of the Consultants. It is not rational and legitimate and quite demoralizing to penalize the Consultants with such deduction(s) for absence of individual personnel. Hence reduction in remuneration should be limited to the person whose absence in more than 10% or if the reduction in remuneration is applied to all the key professionals then average deployment during the month of all the Key professionals should be verified and if found (average) more than 90%, no deduction should be done.

As per RFP.

Considering above point, we propose the reduction of monthly remuneration as under:

Sl. No.	Personnel	% reduction in monthly payment
1	Team Leader cum Senior Highway Engineer	10%
2	Resident Engineer cum Highway Engineer	
3	Bridge/Structural Engineer	
4	Other Key Personnel	
5	Sub-Professional	5%
6	Intermittent Key & Sub-Professional	0%

In view of this, we also appeal either to remove this contentious clause of deduction against non-attendance of staff or modify as suggested above so that permissible casual leave, 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.

Bidder Name	S.No	Queries	Reply
	5.	<p>Please refer SCC Clause 6.2 (a)(i) (in page no. 210-211 of 234), 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 NHIDCL or in line with ongoing/ under bidding of NHIDCL/MoRT&H project. Moreover, please refer (in page no 60 of 234) 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
	6	<p>Please refer clause 4.5.2 of GCC (in page 199 of 234) 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).</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.
	7.	<p>Please refer Clause 4.5.4 (in page 199 of 234) "Replacement after original contract period is over".</p> <p>We request you to consider "Replacement after original Construction period is over", as by then most of the construction works as well as Key Personnel's envisaged inputs would be over. Please consider and confirm</p>	As per RFP
	8.	<p>Please refer clause 7.1 (in page no. 19 of 234) of performance security wherein Bank Guarantee (BG) is requested for 90+2=92 months. Presently we are facing difficulty to get the BG for 90+2 months due to banking prevailing rules hence; we request to consider validity of BG initially for 30 months and afterwards to be extended for remaining period. please consider and clarify</p>	As per RFP
	9.	<p>Please refer clause 6.4(a) (1 & 3) (in page 212 of 234) of Special Conditions of Contract of the RFP, which states that Advance Payment will be set off by the Client in equal installment against the statements for first 12 months of the services until the Advance payment has been fully set off. And Interest rate shall be 10% per annum (on outstanding amount) for local currency. We request you to pay the Mobilization Advance interest free. Please consider and clarify.</p>	As per RFP

Bidder Name	S.No	Queries	Reply
	10.	Refer Enclosure A of ToR (in page 81 of 234) 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 (in page 65 of 234). 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.
	11.	Refer Enclosure-A ToR (in page 81 of 234) 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 Concessionaire & evaluate Impact on Cost due to Modified Designs, Scrutinising Concessionaire's submissions on quantity and cost, Checking project milestone payment & recommend payment, and other pending works throughout both the Construction and Defect Liability Period. We therefore request to upgrade man-month of at least one Quantity Surveyor position as full time position (30+60=90 months) instead of intermittent position (30+10=40 months). Kindly consider & confirm.	As per the RFP
	12.	Refer Enclosure A of ToR (in page 81 of 234) regarding Team Composition of Authority's Engineer. The Contract Specialist position is missing, which is extremely important for Contract Administration of the project. Please include at least 10 months (6+4) inputs of Contract Specialist. Kindly consider & confirm	As per RFP.
	13.	As per clause 6.2(b)(i)(1) of SCC (in page 211 of 234), 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. 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) (in page 211 of 234) should also not be made applicable. Please consider and confirm. Further, it is also mentioned under clause 6.4 (c) of GCC (in page 203 of 234) 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.	As per RFP

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	14.	<p>Please refer to Clause 3.4(x)(b), (c), (d), (h)(in page 14,15 of 234) & Clause 9 (in page 207 of 234) of GCC on the fake or inflated CV of personnel. The Consultant would be penalized by so many means, the consultancy firms will have to refund twice the salary and perks drawn for the person apart from other consequences. 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 over the CV as this is uploaded by an individual professional. 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. In view of this practical perspective, the risks, 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. We wish to state that this clause can lead to a big arbitration / claim by the Contractor/ Concessionaire in case they challenge the rejected works by this particular person.</p>	As per RFP.
	15	<p>Please refer GCC clause 4.5.6 (in page 199 of 234) "If any member of the approved team of a consultant engaged by NHIDCL leaves that consultant before completion of the job, he shall be barred for a period of 6 months to 18 months from being engaged as a team member of any other consultant working (or to be appointed) for any other NHIDCL / MoRTH projects."</p> <p>This is too stringent a provision for an individual. Implementing this provision is also not practically wise considering the sheer crisis of manpower in the industry. We propose beyond 1 year of service, a professional may be allowed to leave without any penalty/ debarment.</p> <p>We understand the replacement of key personnel/ team member would be considered without debarment / blacklisting on ground and reasons specified as per GCC clause 4.5.1 (in page 199 of 234).</p>	As per RFP.
	16	<p>Please refer to Appendix C3 (III)Transportation (page 60 of 234) "Bolero or equivalent 4x4 (not more than 3 years old) – 4 no. of Construction Periods and 1 no. DLP periods.</p> <p>2 nos of the vehicles during the construction period for the Supervision of at least 60% of the quantity or number of tests for 2 nos. Construction Packages are inadequate. More no of vehicles required for day & night duties (24 hours). A minimum 3 no of vehicles are required. Please consider.</p>	As per RFP
	17.	<p>Please refer Note B of "Sub criteria for Experience in use of technology for road inspection" under Clause 10 (ii) (in page 23 of 234) wherein it is mentioned "The experience of a firm/associate firm for a private concessionaire/contractor shall not be considered"</p> <p>However, in Note (ii) of Table 2 of "Evaluation Criteria for assessment of experience in use of technology for Road inspection" under Appendix-EC (2) (in page 28 of 234), it is stated "The experience of a firm/ associate firm for a private concessionaire/ contractor (client) shall be considered on self-certification along with the client certificate."</p> <p>The above clauses are contradicting and hence request you to clarify and confirm whether experience for a private concessionaire/contractor would be considered as valid.</p>	Refer Corrigendum-II

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	18	Suppose Consultancy Period is extended beyond the stipulated period as per table no-1 (in page 3 of 234). In that case, the Consultant should be given an opportunity to enhance the rate or may be allowed to leave the project with mutual agreement. Please consider.	As per RFP
	19	Please let us know the current status of land acquisition, forest clearance etc. of the project. Also inform about expected commencement of AE services.	3A has been done in Package-7 3G- has been declared in Package-8 Commencement of AE services would be on priority.
	20	We would like to request you to kindly extend the proposal submission date by at least 2 weeks after the queries are replied by NHIDCL. Kindly consider.	As per the RFP



Saurav Deo
Deputy General Manager (T)