

Reply for the queries

Name of Work: - CONSULTANCY SERVICES FOR AUTHORITY'S ENGINEER FOR SUPERVISION OF (i) Rehabilitation and up-gradation of road from design km 0.00 to km 36.460 (Package-I, II & III) of Kailashahar - Kurti Bridge section on NH 208 A to two lanes with paved shoulder (ii) Rehabilitation and up-gradation of road from km 0.000 to km 18.600 (Total length: 18.600 km) of Kumarghat-Kailashahar section on NH-208 to two lane with paved shoulder in the state of Tripura on EPC Basis

Tender ID - 2020_NHIDC_555591_1

Sr. No.	Clause No., Section No. & Page No.	Original Clause in Tender	Clarification/Suggestion by the bidder	NHIDCL's Reply
1	clause no. 10 of Data Sheet on page no. 20		the points assigned to Technical Evaluation criteria for Qualifications and competence of the key staff for the assignment is 40 marks. Whereas on page no. 23 the total marks allotted to four numbers of Key Professional is 30 marks. We request you to kindly provide the revised marks distribution against the proposed Key Professional positions. Please provide and confirm.	See Corrigendum-I
2	Page No. 29 of the RFP, Evaluation Criteria Sl. No. 2 (c)	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: 2(c): "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	As per RFP
3	Page No. 30 of the RFP, Evaluation Criteria Sl. No. 2(ii)	"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: 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)	As per RFP

4	Page No. 32 of the RFP, Evaluation Criteria Sl. No. 2(iii)	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: 2(iii): "Experience in similar capacity in Construction/ Supervision of Major Highway Bridges/ROB/Flyover/ Interchanges/ any other structures	As per RFP
5	Appendix EC Page 25 3(c)	Experience as Independent Engineer/Authority Engineer/Construction Supervision in Number of Tunnel Projects of length equal or more to the tunnel project length (i.e 250 m) of similar category for which RFP invited in last 7 years* 1 project – 1.75 marks Add 0.75 (Zero point Seven five) mark extra for completed assignment of Authority Engineer/Independent Engineer and add 0.5 (Zero point five) marks extra for completed assignment of supervision consultancy subject to maximum 0.75 (Zero point Seven five) mark	However, Clause 16 A), Eligibility criteria for sole applicant firm (page 6) and Data Sheet Clause 10 (page 21) i. Sub criteria for Relevant Experience of the firm for the assignment states that " Experience as Independent Engineer/Authority Engineer/Construction Supervision in Number of Bridge Projects of 400 m or more length of similar category in last 7 years". In view of the above the firm credential requirement explicitly specified for bridge experience of Projects 400 m or more length of similar category in last 7 years not the Tunnel experience. The requirement of Tunnel experience is generally mandatory and specific in case of specialized projects where tunnel is a major component in the project and the subject project doesn't specify tunnel as part of scope of work. We therefore request to amend and combine the clause 3(b) and 3 (c) of Appendix EC as "Experience as Independent Engineer/Authority Engineer/Construction Supervision in Number of Bridge Projects of length equal or more to the bridge project length (i.e 400 m) of similar category for which RFP invited in last 7 years* 1 project – 1.75 marks Add 0.75 (Zero point Seven five) mark extra for completed assignment of Authority Engineer/Independent Engineer and add 0.5 (Zero point five) marks extra for completed assignment of supervision consultancy subject to maximum 0.75 (Zero point Seven five) mark. Please amend Appendix EC Page 25 3(c) accordingly	See Corrigendum-I.

6	clause 3.6, Part 2: Financial Proposal on page 14-15 and SCC clause 6.2 (a)(page 217-218),	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>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>	<p>(i) As per RFP i.e escalation @ 5% from 13th Month of commencement of project.</p> <p>(ii) 13th Month from the last date of submission of bids.</p> <p>(iii) At every 13th Month from the bid submission date the billing rate will be increased by 5 % with respect to the rates submitted by the consultant at the time of bid submission. i.e 26th Month billing rate will be base rate at the time of bid submission X 1.10.</p>
7	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
8			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	Enclosure A of ToR (page 85-87)		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 67-68). This would essentially	As per RFP

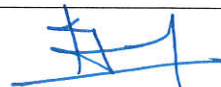
			require significant inputs of Design Engineer (Highways) & Design Engineer (Structure) for reviewing and approving data, design and drawing documents. In view of that, we request you to include at least 4 months inputs of both Design Engineer (Highways) & Design Engineer (Structure). Kindly consider & confirm.	
10	Data Sheet page 21 Clause 10 Sub criteria	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
11	clause 12.2 of Section 6 (page 81)	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 Highway Engineer as 70 years	As per RFP
12	clause 6.2(b)(i)(1) of SCC (Page 218)		<p>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 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 210) 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</p>	<p>(i) As per RFP</p> <p>(ii) Yes, Approval of Monthly reports will come under Scrutiny and 25% payment will be released after proper scrutiny (if required)</p> <p>(iii) As per RFP</p>

			<p>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>	
13	clause 4.5 of GCC (page 204-205)	<p>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) 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
14	clause 2.4 of SCC, page 216		<p>If Consultancy Period is extended beyond the stipulated period as mentioned in clause 2.4 of SCC, page 216, the Consultant should be given opportunity to enhance stipulated rate of escalation after mutual agreement. Please consider and confirm</p>	As per RFP.
15	Clause 3.4(x)(g)(Page 14) and Clause 9 of GCC		<p>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</p>	As per RFP.

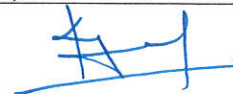


			<p>rate etc. While we fully appreciate the objective, certain practical aspects need to be considered and valued. With the introduction of INFRACON, the Consultant does not have any direct/indirect control on CV as this is uploaded by individual professional with complete protection. Further, the Consultants 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</p>	
16	18. GCC Clause 6.2 (d) in page 208-209		<p>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>	<p>As per RFP. However, 90% attendance means on an average 27 days attendance without any deduction and hence 3 days leave in a month is sufficient adding to it the weekly holidays and Government holidays are not considered as absent. Hence there is no impinging of Basic Rights</p>
17	Clause 6.2 (d) in page 208		<p>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.</p>	<p>The 80% of remuneration of Team Leader alone and not the Monthly Invoice.</p> <p>90% attendance means on an average 27 days attendance without any deduction and hence 3 days leave in a month</p>

			This clause appears to be impinging on basic rights a key personnel in India. This clause may please be removed	is sufficient adding to it the weekly holidays and Government holidays are not considered as absent. Hence there is no impinging of Basic Rights.
18	SCC Clause 6.2 (a)(i) (218)	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. 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	As per RFP
19	clause 2.4 of Special Conditions of Contract	The time period shall be 78 months 30 months for construction period and 48 months for Maintenance period)". However as per Section-1, table-1: Details of Project "The time period shall be 84 months i.e 24 months for construction period and 60 months for Maintenance period for 3 packages and for 1 package total time period is 78 months i.e 18 months for construction period and 60 months for Maintenance period	Please clarify.	See Corrigendum-I
20			Please let us know the status of selection of EPC Contractor & tentative commencement of services (Appointed Date) of Contractor?	LoA has been issued in 3 packages and evaluation of bid is in progress for one Package.
21	RFP Appendix C3 on page 60 - VI		Office Supplies, Utilities and Communication (Fixed Costs). The Office	See Corrigendum-I



			Supplies, Utilities and Communication are required for Main Office (24 months), Site Office (24 months) and Maintenance Period office (60 months) i.e 24+24+60= 108 months. However as per Appendix C3 on page 66 - VI Office Supplies, Utilities and Communication its mentioned Sr.No.1 Office Supply for 84 months only. Please clarify	
22	RFP Appendix C3 on page 64		Reports and Document Printing – The project period is 84 months. The Monthly reports (Design and Construction) should be 84Nos. instead of 62 Nos and Half yearly Reports should be 14 Nos.. instead of 11 Nos. Please clarify.	See Corrigendum-I
23	BoQ		Reports and Document Printing is not included in the cost of financial proposal. Please rectify the error and share the correct financial encrypted file on e-procurement portal	See Corrigendum-I
24	BoQ		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 Modified BoQ.
25			We would like to request you to kindly extend the proposal submission date up to 27th June 2020 since spread of Noval 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. 30 days' time from advt. to submission of proposal is just not sufficient when our Delhi HO is functional with limited staff. It is just anticipated that resumption to normalcy will take 4 – 6 weeks beyond the lockdown period. Please consider and confirm	As per RFP
26			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 and Forest Clearance are under Progress.
27	page no. 20 of DATA SHEET		you have mentioned in point no. 10 - The points assigned to Technical Evaluation criteria are: Sr. No. 3, Qualifications and competence of the key staff for the assignment Marks is 40. But the bifurcation of all key professional staff as per page no. 23 is 30 Marks only	See Corrigendum-I
28	Clause 24 of Section 1	Information to the Consultants of the RFP, it is mentioned that "If any	We would like to bring to your kind notice that we are working on 4 (four) ongoing Authority's Engineer works under NHIDCL for which	As per Modified Clause in Corrigendum-I. 100% Completion of Construction period will be considered as



		<p>consultancy firm either as a sole bidder or as a JV partner/ Associate has already been awarded ongoing 03 consultancy projects as Authority's Engineer/ Independent Engineer in NHIDCL then that consultancy firm will not be eligible for bidding for this work".</p>	<p>✓ Mahadevpur-Buridehing & Bordumsa-Namchik: 100% completed - already in DLP, ✓ Kanubari-Longding : Substantial completion done as physical progress is more than 90% ✓ Dibrugarh Bypass: Substantial completion done as physical progress is more than 90% ✓ Jhanjhi-Demow-Bogibeel : 82% completed. From the above, it is evident that our services are substantially complete for 2 projects and on one project the work has been completed. We have performed our duties to the satisfaction of client and never had any issues. In such a scenario, we would request your goodself, to consider deletion of Clause No. 24 of Section-1 of RFP, so that the Consultant gets a fair chance to bid for the project</p>	<p>completed project</p>
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(K K Agarwal)
Dy. General Manger (T)
NHIDCL