

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
National Highways & Infrastructure Development Corporation Ltd.

2023_NHIDC_734455_1

17.02.2023

Sub: Consultancy Services as Authority's Engineer for Supervision of "Construction of Uni-directional Sudhmahadev - Dranga Twin Tube Tunnel and its approach roads (From D.Ch. 0.00 to D Ch. 12.85) on Chenani - Sudhmahadev - Goha road (design length 12.850km including Uni-directional Tunnel 1- 5.449/5.417km (Tube-1/Tube-2) and Tunnel 2- 2.64/2.63km (Tube-1/Tube-2)) on NH-244 in the Union Territory of Jammu & Kashmir on EPC mode.

Amendment No- III

S. No.	Clause and Description	As per RFP					As per Amendment				
1.	Eligibility criteria for sole applicant firm Clause 16 A of RFP	**Similar Category of project means Tunnel project having twin tubes (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric etc.) having at least 5 meter diameter for which RFP is invited. For this project experience of more than twin tubes (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric etc.) having at least 5 meter diameter also to be considered with a multiplication factor of 1.5. Experience of single tube tunnel (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric etc.)having at least 5 m diameter will be considered with a multiplication factor of 0.4.					** Similar Category of project means Tunnel project having twin tube (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric etc.) having at least 5 meter diameter (each tube) or 2lane highway tunnel for which RFP is invited. For this tunnel project having twin tube (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric etc.) having at least 5 meter diameter (each tube) or 2 lane highway tunnel experience of more than twin tubes(including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric etc.) having at least 5 meter diameter (each tube) or 4/6 lane highway tunnel also to be considered with a multiplication factor of 1.5. Experience of single tube tunnel (including tunnel(s) for Railway /Metro rail/ irrigation/ hydro-electric etc.)having at least 5 m diameter will be considered with a multiplication factor of 0.4.				
2.	<u>Appendix- EC</u> Para 3.Evaluation Sheet 3.5 for Tunnel Safety Expert	S. No.	Description	Max . Poin ts	Refere nce/ Detail s of proje cts Claim edfor self- assess ment	Marks self- assessed by the bidder	S. No.	Description	Ma x. Poin ts	Referen ce/ Details of projec ts Clai me dfor self- assessm ent	Mark s self- asses sed by the bidd er



S. No.	Clause and Description	As per RFP					As per Amendment				
		1	General Qualification	25			1	General Qualification	25		
		I)	Graduate in Civil/Mining Engineering or equivalent	21			I)	Graduate in Civil/Mining Engineering or equivalent	21		
		II)	Any professional Certification from a recognized / statutory body on safety/ health/ shot firer	04			II)	Any professional Certification from a recognized/statutory body on safety/health/shot firer	04		
		2	Adequacy for the Project	70			2	Adequacy for the Project	70		
			Total Professional Experience					Total Professional Experience			
		a i)	<20 years - 0 20 years - 11 marks Add 1 mark extra for each additional year of experience subject to maximum 4 (four) marks.	15			a i)	<20 years - 0 20 years - 11 marks Add 1 mark extra for each additional year of experience subject to maximum 4 (four) marks.	15		
		A ii)	Experience Tunnel (Road/Rail/Metro) Safety Works <10 years - 0 10 years - 11 marks Add 1 mark extra for each additional year of experience subject to maximum 4 (four) marks.	15			A ii)	Experience Tunnel (Road/Rail/Metro) Safety Works <10 years - 0 10 years - 11 marks Add 1 mark extra for each additional year of experience subject to maximum 4 (four) marks.	15		
		a iii)	International exposure in tunnel safety works in developed countries <7 years - 0 7 years - 7 marks Add 1 mark extra for each additional projects subject to maximum 3 (three) marks.	10			a iii)	International exposure in tunnel safety works in developed countries <7 years - 0 7 years - 7 marks Add 1 mark extra for each additional projects subject to maximum 3 (three) marks.	10		
		b	Experience in Similar Capacity				b	Experience in Similar Capacity			
		b i)	Experience in similar capacity of Tunnel Safety Audits during construction stage of tunnel projects(Road/Rail/Metro) of minimum length of 4 Km < 2 projects - 0 2 projects - 15 marks Add 1.25 mark extra for each additional projects subject to maximum 5 (five) marks.	20			b i)	Experience in similar capacity of Tunnel Safety Audits during construction stage of tunnel projects(Road/Rail/Metro) of minimum length of 4 Km < 2 projects - 0 2 projects - 10 marks Add 1.25 mark extra for each additional projects subject to maximum 5 (five) marks.	15		

S. No.	Clause and Description	As per RFP					As per Amendment				
		b ii)	Experience in similar capacity of Tunnel Safety Audits in design stage on tunnel projects (Road/Rail/Metro) 1 project - 8 marks 2 or more - 10 marks	10			b ii)	Experience in similar capacity of Tunnel Safety Audits in design stage on tunnel projects (Road/Rail/Metro) 1 project - 8 marks 2 or more - 10 marks	10		
		C)	Experience in construction of major tunnel projects (Road/Rail/Metro) using 1 project - 3 marks Add 1 mark extra for each additional projects subject to maximum 2 (two) marks.	5			C)	Experience in construction of major tunnel projects (Road/Rail/Metro) using 1 project - 3 marks Add 1 mark extra for each additional projects subject to maximum 2 (two) marks.	5		
		3	Employment with the Firm <1 year- 0 1 year - 3 marks Add 0.5 marks for each subsequent year subject to maximum 2 marks	5			3	Employment with the Firm <1 year- 0 1 year - 3 marks Add 0.5 marks for each subsequent year subject to maximum 2 marks	5		
		Total :		100			Total :		100		
		Note.... above.					Note: above.				
3.	Datasheet Sr. No. 10 (i): Sub Criteria for Relevant Experience of the firm for the assignment	Average					Average				
		Nos of Highway* & Tunnel** Professionals with the firm *					Nos of Highway* & Tunnel** Professionals with the firm *				
		Experience					Experience				
		Experience in DPR					Experience in DPR				
		In hand DPRs for Authority (Ministry /NHAI/NHIDCL -As applicable) Tunnel Projects (presently under progress)					In hand DPRs for Authority (Ministry /NHAI/NHIDCL/ International Government Authorities Projects) Tunnel Projects (presently under progress)				
		Experience					Experience				
4.	Appendix EC 1.Evaluation Criteria for assessment of Experience of the Firm	S.No.	Description	Max. Marks	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder	S.No.	Description	Max. Marks	Reference/Details of projects Claimed for self-assessment	Marks self-assessed by the bidder
		5	In hand DPRs for Authority (Ministry /NHAI/NHIDCL-As applicable) Tunnel Projects (presently under progress)	10			5	In hand DPRs for Authority (Ministry /NHAI/NHIDCL// International Government Authorities Projects) Tunnel Projects (presently	10		

S. No.	Clause and Description	As per RFP						As per Amendment					
		5.1	<2	0				under progress)					
		5.2	2-5	5				5.1	<2	0			
		5.3	>5	10				5.2	2-5	5			
								5.3	>5	10			
5.	Para-9 of Section 1: Information To Consultants	<p>The Consultant shall furnish as part of its Proposal, a Bid Security of Rs. 2,00,000/- (Rupees Two lakhs only) in the form of a Bank Guarantee (as per the format specified in Appendix B11 of this RFP document) or in the form of Demand Draft (the “Bid Security”), valid for 45 days beyond the validity of the Proposal. The Proposal submitted without Bid Security will be summarily rejected. The Bid Security of the successful Consultant will be returned when the Consultant has signed the Contract Agreement with the Client and has furnished the required Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance. The Bid Security will be forfeited:</p> <p>(a) If a Consultant withdraws its Proposal during the period of bid validity; or (b) If the Consultant fails to accept the Client’s corrections of arithmetic errors in the Consultant’s Proposal (if any); or (c) If the Successful Consultant fails to sign the contract agreement with the Client within the prescribed period; or (d) If the Successful Consultant fails to furnish the Performance Security within the stipulated time.</p> <p>Unsuccessful Consultants would be informed regarding their non-qualification, without any explanation and thereafter Bid Security would be returned unopened after the evaluation of the financial proposal and signing the contract agreement with the successful Consultant</p>						<p>The Consultant shall furnish as part of its Proposal, a Bid Security of Rs. 2,00,000/- (Rupees Two lakhs only) in the form of a Bank Guarantee (as per the format specified in Appendix B11 of this RFP document) or in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee (including e-bank Guarantee)(the “Bid Security”), valid for 45 days beyond the validity of the Proposal. The Proposal submitted without Bid Security will be summarily rejected. The Bid Security of the successful Consultant will be returned when the Consultant has signed the Contract Agreement with the Client and has furnished the required Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance. The Bid Security will be forfeited:</p> <p>(a) If a Consultant withdraws its Proposal during the period of bid validity; or (b) If the Consultant fails to accept the Client’s corrections of arithmetic errors in the Consultant’s Proposal (if any); or (c) If the Successful Consultant fails to sign the contract agreement with the Client within the prescribed period; or (d) If the Successful Consultant fails to furnish the Performance Security within the stipulated time.</p> <p>Unsuccessful Consultants would be informed regarding their non-qualification, without any explanation and thereafter Bid Security would be returned unopened after the evaluation of the financial proposal and signing the contract agreement with the successful Consultant</p>					

S. No.	Clause and Description	As per RFP	As per Amendment
	Para 4.1(lv) Preparation & Submission Of Applications Of Section 2: Letter Of Invitation To Consultants	Bid Security (for the amount given in section 1 of this document) in the form of a Bank Guarantee or Demand Draft and the format specified in this document;	Bid Security (for the amount given in section 1 of this document) in the form of a Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-bank Guarantee) Bank Guarantee or Demand Draft and the format specified in this document;
6.	Performance Security Clause 7.1 of LOI of section-2	The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 3% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of [168+2] i.e. upto 2 months beyond the expiry of the Contract period of [84 Months]. The BG shall be in the format specified in Appendix H of draft contract form and furnished from Public Sector Banks or Scheduled Private Banks having the Net Worth of Rs 1,000/- crores or more as per the latest annual report of the bank, in favour of the Authority. The list of such banks is mentioned as below. The Authority reserves	The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 3% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of [168+2] i.e. upto 2 months beyond the expiry of the Contract period of [168 Months]. Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-bank Guarantee) in the format specified in Appendix B-11 of draft contract form and furnished from a Nationalized Bank, IDBI or ICICI/ ICICI Bank/ Foreign Bank/ EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.1000 crore as per latest Annual Report of the Bank amongst the list of banks available at NHIDCL website (https:// nhidcl.com/) only. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall only be taken into account. In case of Foreign Bank, the BG issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG shall be furnished on behalf of the JV or and not individually by the members.
7	APPENDIX C-1: FINANCIAL PROPOSAL SUBMISSION FORM Para-1	We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes which we have estimated at (Amount in Words and Figures).	We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes which we have estimated at (Amount in Words and Figures). The percentage of overhead charges on the remuneration as mentioned in Serial no.1 of Appendix C-2(Summary of Cost) w.r.t. the professional staff shall be [Amount in words and figures].

S. No.	Clause and Description	As per RFP	As per Amendment
8	Clause 6.2 (b) (i) (2) of SCC	Payment shall be released as per rates quoted in Appendix C3- Breakup of Local currency costs.	Payment shall be released as per rates quoted in Appendix C3- Breakup of Local currency costs. However, proof of remuneration paid to professional staffs in previous month shall be submitted alongwith current months's bill. The remuneration to professional staff shall be paid by the Authority's Engineer after adjusting overhead charges as mentioned in Appendix C-1 "Financial proposal submission form".
9	Section 7: Draft Form of Contract ; General Conditions of Contract Clause 6.2(d) Remuneration and Reimbursable Expenditures	Notwithstanding anything to the contrary stated in the GCC and SCC, it shall be mandatory to deploy the key personnel and sub-professional as per the Man- Months Input specified in the Terms of Reference. Inadequate deployment of key personnel and sub-professional shall lead to deduction in the monthly payment as per following table. The key personnel and sub- professional shall be considered to be inadequately deployed if he/she is not present for atleast 90% of the time stipulated in the month, as per the Man Months Input in the Terms of Reference and the Deployment Schedule proposed by the firm.	Notwithstanding anything to the contrary stated in the GCC and SCC, it shall be mandatory to deploy the key personnel and sub-professional as per the Man- Months Input specified in the Terms of Reference. Inadequate deployment of key personnel and sub-professional shall lead to deduction in the monthly payment as per following table. The key personnel and sub-professional shall be considered to be inadequately deployed if he/she is not present for atleast 90% (Except the leaves as specified in III. Special Conditions of Contract, IV. Appendices-Appendix E: Hours of work for Key Personnel) of the time stipulated in the month, as per the Man Months Input in the Terms of Reference and the Deployment Schedule proposed by the firm.
10	Appendix E: Hours of Work for Key Personnel	The Consultants Key completion.	The Consultants Key completion. In addition, casual leave for 12 days shall be permitted in a year to each key Personnel/ Sub-Professional with prior intimation to the Authority. Out of this, a maximum of 3 CLs can be availed either separately or together in a quarter and the period of the CLs would be counted as key Personnel/Sub-Professional being on duty.
11.	RFP	Existing BOQ	Modified BOQ


 (B. Shiyprasad)
 General Manager (T)