

NHIDCL/RO-Kohima/SC/M-M/Vol-I/2020-21/646

Date: 19.12.2020

**Addendum-I**

**Sub:** "Consultancy Services for supervision of Special repair of NH 702-D, Mokokchung-Mariani Road (from Km 0.000 to 63.000 Km) [Total length - 63.00 Km] in the state of Nagaland for the FY 2020-21-3rd Call"

With reference to subject NIT, the following clause(s) are hereby incorporated in addition to the existing clause(s) in the RFP & DCA.

**RFP Clause 5.11.1 : CRITERIA FOR INELIGIBILITY TO BID:**

1. Stands debarred by the Authority as a natural consequence of termination of any Consultancy Contract of the Authority.
2. Has been placed in the Negative List of firms by the Authority for any reason including failure to deliver consultancy in time bound manner, abandoning the project without permission of the Authority, non-mobilization of key personnel, poor performance, penalties, missing commitments, non-adherence to quality specifications, inefficient supervision of works, unethical practices, failure to abide by Integrity Pact or failure to follow any lawful directions given by the Authority.
3. The bidder including individual or any of its JV members or its related parties, who are already having three or more on-going Authority Engineer Consultancy contract(s) in NHIDCL, as on date of financial bid opening, shall not be eligible to bid for this project.

**DCA Clause 2.9.1.1: TERMINATION (BY THE CLIENT)**

The Authority may, at its discretion, without terminating the contract and allowing the consultant to continue with the existing contract, place the consultant in the Negative List for any of the following reasons: -

- (a) Failure to mobilize at site, the key personnel and sub-professional staff within the frame of the Contract Agreement or as directed by the Authority.
- (b) Frequent replacement of key personnel.
- (c) Failure to deploy all key personnel as per the Contract Agreement.


  
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- (d) Submission of incorrect/fake CV of personnel.
- (e) Failure to replace in reasonable time frame the key personnel who have left the site or asked to be replaced by the Authority due to poor performance/ unprofessional conduct.
- (f) Failure to establish site office and Bio-metric attendance system.
- (g) Failure to review the designs and drawings and other submissions of EPC Contractor in time.
- (h) Failure to examine and recommend release of payments due to the Contractor, EOT and COS proposals, termination payment etc as per the Contract Agreement or as per the instruction issued by the Authority from time to time.
- (i) Incorrect/inaccurate assessment of COS proposals/estimates and termination/ final payment.
- (j) Not ensuring quality of works as per the specifications and standards.
- (k) Not conducting requisite tests as per the provisions of the Contract Agreement.
- (l) Not submitting Monthly Inspection Report in time and as per the format in the Contract Agreement.
- (m) Failure to suspend whole or part of the work, if the work threatens the safety of users and pedestrians.
- (n) Failure to submit the completion and/or the Provisional Completion Certificate in time.
- (o) Failure to inspect the site by the key personnel on a regular basis.
- (p) Failure to inspect the site to comply with the maintenance requirements during construction period and during the maintenance period.
- (q) Failure to comply with any other conditions of TOR and any other lawful directions of the Authority.

Provided that, the Authority shall issue a notice giving 15 days' time to the consultant before placing them in the 'Negative List' and upon evaluation of reply, if any, shall take a final decision. Such notice shall not be issued without the approval of an officer below the rank of an Executive Director.

Provided, upon satisfactory action on the matter for which the Consultant was placed in the list, the Competent Authority may allow the name of the Consultant to be removed from the 'Negative List'.





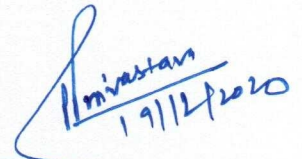
**DCA Clause 2.9.1.2: Consequence of placement in the Negative List:**

“The consultant to include all the JV partners and Associates and their related parties shall not be eligible to if in any of the Authority’s Consultancy contracts for a period of 2 years from date of being placed in the negative list or till the completion of the ongoing consultancy service, or till removal from the Negative List whichever is earlier.”

**DCA Clause 2.9.7 DEBARMENT FOR FUTURE BIDS:**

As a natural consequence of the termination, due to the Consultancy’s failure, the Consultant shall deemed to have been debarred for a period of 2 years and shall not be eligible to bid for any contract of the Authority either singularity or in a JV or its Related Parties.

2. Rest of the Articles/Clauses will remain unchanged.



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