

National Highways & Infrastructure Development Corporation Ltd.

Subject: Consultancy Services for Feasibility Study, Preparation of Detailed Project Report and providing pre-construction services for the following road stretches in the state of Jammu & Kashmir

PACKAGE-I

2 Laning of Mughal Road connecting Shopian with Bafliaz in Poonch District

PACKAGE-II


- a) 2-lane with Paved Shoulder of NH configuration for Baramulla-Gulmarg Road and;
b) 2 Lane Bypass from Donipawa to Ashajipora connecting NH-244 & NH-44

Amendment No. 3

Sl. no	Clause	Existing	Modified (To be read as)
1.	Clause-4.4, Letter of Invitation (LOI) of RFP	Your completed Proof of eligibility and Technical proposal (in hard copy) must be delivered on or before the scheduled time and date at the address stated in Data Sheet. Proof of Eligibility, Technical Proposal and Financial Proposal for each package shall have to be submitted online also on or before the time and date at the address stated in Data Sheet	Proof of Eligibility, Technical Proposal and Financial Proposal for each package shall have to be submitted online on or before the time and date at the address stated in Data Sheet
2.	Appendix III, Form – T1 of RFP	<p>.....</p> <p><u>Regarding Technical Proposal</u></p> <p>I/We _____ (name of Bidder) Consultant/ Consultancy firm herewith enclose Technical Proposal for selection of my/our firm/organization as Consultant for</p> <p>_____</p> <p align="right">Yours faithfully, Signature Full Name Designation Address</p> <p>(Authorized Representative)</p>	<p>.....</p> <p><u>Regarding Technical Proposal</u></p> <p>I/We _____ (name of Bidder) Consultant/ Consultancy firm herewith enclose Technical Proposal for selection of my/our firm/organization as Consultant for</p> <p>(_____).</p> <p>The detail of our submission through the INFRACON Portal of NHIDCL are available under the following IDs:</p> <p>1. Tender ID No. _____</p> <p>2. Our Firm ID No. _____</p> <p>3. Our Team ID No. _____</p> <p>4. Our Proposed Key Personnel ID Nos.</p> <p align="right">1. 2. 3.</p> <p>This is to confirm that the information submitted in INFRACON is true and correct to the best of my knowledge and I/We would be personally</p>

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			responsible for any misrepresentation in this regard. Yours faithfully, Signature Full Name Designation Address (Authorized Representative)
3.	Clause 1.2, Appendix-V, Detailed Evaluation Criteria of RFPa) & (b) Firm should have experience of preparation of DPR/Feasibility of 4/6 lane of aggregate length as given below. The firm should have also prepared DPR/Feasibility of at least one project of 4/6 laning of minimum length as indicated below in the last 7 years (i.e. from 2008-09 onwards).....a) & (b) Firm should have experience of preparation of DPR/Feasibility of 4/6 lane of aggregate length as given below. The firm should have also prepared DPR/Feasibility of at least one project of 4/6 laning of minimum length as indicated below in the last 7 years (i.e. from 2010-11 onwards).....
4.	Draft Contract Agreement, Appendix VI of RFP	<i>DRAFT CONTRACT AGREEMENT</i> Between National Highways & Infrastructure Development Corporation Ltd. (Ministry of Road Transport and Highways) Dwarka, New Delhi-75	<i>DRAFT CONTRACT AGREEMENT</i> Between National Highways & Infrastructure Development Corporation Ltd. (Ministry of Road Transport and Highways) PTI Building, 3rd Floor, 4, Parliament Street, New Delhi-110001
5.	Appendix H (I) to Special Conditions Of Contract of RFP	Format for Bank Guarantee for Performance Security (For individual work)	Format for Bank Guarantee for Performance Security (For individual work) as per Annexure-A of this Amendment.
6.	Contract For Consultants' Services, Draft Contract Agreement of RFP This CONTRACT (hereinafter called the "Contract") is made on the ----- day of the month of ----- 2015 , between, on the one hand, National Highways Authority of India (NHIDCL) , New Delhi (hereinafter called the "Client") and, on the other hand, M/s --- ----- in JV with -----and in Association with (hereinafter called the "Consultants"). This CONTRACT (hereinafter called the "Contract") is made on the ----- day of the month of ----- 2018 , between, on the one hand, National Highways & Infrastructure Development Corporation Ltd. (NHIDCL) , New Delhi (hereinafter called the "Client") and, on the other hand, M/s --- ----- in JV with -----and in Association with (hereinafter called the "Consultants").
7.	Appendix-VIII, Special Conditions Of Contract of RFP	-	Appendix-VIII is replaced with Annexure D.
8.	Clause 2.4, 1.1.1 DPR Checklist - Stage 7 -	Date of award by CALA and approval by NHAI along with valuation report	Date of award by CALA and approval by NHIDCL along with valuation report


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	Award determination (Pavements), Appendix-VII, Special Conditions Of Contract of RFP		
9.	Clause 2.2, 1.1.2 DPR Checklist - Stage 8 – Land possession report (Pavements), Appendix-VII, Special Conditions Of Contract of RFP	Date of final award by CALA and approval by NHAI	Date of final award by CALA and approval by NHIDCL
10.	Clause 2.4, 1.1.3 DPR Checklist - Stage 7 Award determination (Structures), Appendix-VII, Special Conditions Of Contract of RFP	Date of award by CALA and approval by NHAI along with valuation report	Date of award by CALA and approval by NHIDCL along with valuation report
11.	Clause 2.2, 1.1.4 DPR Checklist - Stage 8 Land possession report (Structures), Appendix-VII, Special Conditions Of Contract of RFP	Date of final award by CALA and approval by NHAI	Date of final award by CALA and approval by NHIDCL
12.	Clause 9.2.1, Special Conditions Of Contract of RFP	Selection of Arbitrators Each dispute submitted by a Party to Arbitration shall be heard by a sole arbitrator. NHIDCL shall within 30 days propose names of five (5) Arbitrators from the list of Arbitrators maintained by SAROD (Society for Affordable Redressal of Disputes) and Consultant shall within 30 days select one name from the list of five and the name so selected by the Consultant shall be the Sole Arbitrator for the matter in dispute. In case NHIDCL delays in providing the list of 5 names, President, SAROD will provide 5 names within 30 days of receipt of reference from aggrieved party in this regard. In case the Consultant fails in selecting one from the list of five, President, SAROD shall select one from the list of five provided by NHIDCL within 30 days of receipt of reference from	Selection of Arbitrators Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall

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		aggrieved party in this regard.	<p>be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the later of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.</p> <p>c) If, in a dispute subject to Clause SC 9.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>																								
13.	Clause 9.2.5 (d), Special Conditions Of Contract of RFP	<table><tr><th>S. No.</th><th>Particulars of fee and other charges</th><th>Schedule Amount payable per Arbitrator / per case</th></tr><tr><td>1.</td><td>Arbitrator fee</td><td>Rs.25,000/- per day Or Rs.7 lakhs (lump-sum) subject to publishing the Award within 6 months. Or Rs.5 lakhs (lump-sum) subject to publishing the Award after 6 months but before 12 months. Note:- The amount of fees already paid for the days of hearing @ Rs.25,000/- would be adjusted in the lump-sum payment.</td></tr></table>	S. No.	Particulars of fee and other charges	Schedule Amount payable per Arbitrator / per case	1.	Arbitrator fee	Rs.25,000/- per day Or Rs.7 lakhs (lump-sum) subject to publishing the Award within 6 months. Or Rs.5 lakhs (lump-sum) subject to publishing the Award after 6 months but before 12 months. Note:- The amount of fees already paid for the days of hearing @ Rs.25,000/- would be adjusted in the lump-sum payment.	<table><tr><th>S.No</th><th>Particulars</th><th>Maximum amount payable</th></tr><tr><td>1</td><td>Arbitrator fee</td><td>Rs 15,000/- per day subject to a maximum of Rs 4 lacs or Rs 2.5 lacs (lump sum) subject to publishing the award within 12months.</td></tr><tr><td>2</td><td>Reading charges</td><td>Rs 15,000/-</td></tr><tr><td>3</td><td>Secretarial Assistance and Incidental charges (telephone, fax, postage etc)</td><td>Rs 20,000/-</td></tr><tr><td>4</td><td>Charges for publishing/ declaration of the</td><td>Rs 20,000/-</td></tr><tr><td></td><td colspan="2">Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below)</td></tr></table>	S.No	Particulars	Maximum amount payable	1	Arbitrator fee	Rs 15,000/- per day subject to a maximum of Rs 4 lacs or Rs 2.5 lacs (lump sum) subject to publishing the award within 12months.	2	Reading charges	Rs 15,000/-	3	Secretarial Assistance and Incidental charges (telephone, fax, postage etc)	Rs 20,000/-	4	Charges for publishing/ declaration of the	Rs 20,000/-		Other expenses (As per actual against bills subject to maximum of the prescribed ceiling given below)	
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		2.	Reading Charges	Rs.25,000/- per Arbitrator per case including counter claim.	5	Traveling expenses Lodging and Boarding Economy class (by air), First class AC (by train) and AC Car (by road) a) Rs 15,000/- per day (in metro cities) b) Rs 7,000/- per day (in other cities) c) Rs 3,000/- per day if any Arbitrator makes their own arrangements.
		3.	Secretarial Assistance and Incidental Charges (telephone, fax, postage etc.)	Rs.20,000/-		
		4.	Charges for Publishing/declaration of the Award	Rs.35,000/-	6	Local travel Rs 1,500/- per day
			Other expenses (As per actuals against bills subject to maximum of the prescribed ceiling given below)		7	Extra charges for days other than hearing/ meeting days (maximum for 2 days) Rs 3,500/- per day
		5.	Traveling Expenses Lodging and Boarding	Economy class (by air), First class AC (by train) and AC car (by road) (a) Rs.15,000/- per day (Metro cities) (b) Rs.7,000/- per day (in other cities) (c) Rs.3,000/- per day, if any Arbitrator makes own arrangement	Note:-	1. Lodging boarding and traveling expenses shall be allowed only for those members who are residing 100 kms. Away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.
		6.	Local Travel	Rs.1,500/- per day		
		7.	Extra charges for days other than hearing / meeting days (maximum for 2 days)	Rs.5,000/- per day for outstation Arbitrator		
		Note:	1. Lodging, boarding and travelling expenses shall be allowed only for those members who are residing 100 kms away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cities.			
14.	BANK GUARANTEE FORMAT FOR BID SECURITY, Form-E4, Appendix-II of RFP	BANK GUARANTEE FORMAT FOR BID SECURITY		BANK GUARANTEE FORMAT FOR BID SECURITY as per Annexure-B of this Amendment.		
15.	New Clause	INTEGRITY PACT		INTEGRITY PACT as per Annexure-C of this Amendment.		


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16.	Clause 5, 6 of NIT & Clause 10 of Data Sheet	Critical Date Sheet		Critical Date Sheet	
		1	Bid Submission End Date (Online Copy) 27.08.2018 (1100 hrs)	1	Bid Submission End Date (Online Copy) 04.09.2018 (1100 hrs)
17.	Appendix H (2) to Special Conditions Of Contract of RFP	Format for Format for Bank Guarantee for Performance Security for a number of works		Format for Bank Guarantee for Performance Security for a number of works as per Annexure-E of this Amendment.	

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