

# NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

3<sup>rd</sup> Floor, PTI Building, 4-Parliament Street, New Delhi – 110001

Dated: 21.06.2023

NHIDCL/DPR/Assam/Brahmaputra/Numaligarh/-  
- 172830/2502 CORRIGENDUM - I

Subject: Consultancy Services for preparation of Detailed Project Report and for Pre-Construction activities towards Construction of 4-lane Tunnel Connectivity across River Brahmaputra between Gohpur (on NH-15) and Numaligarh (on NH-715) in the State of Assam.

Tender ID: 2023\_NHIDC\_754166\_1

S. No.	Reference Item	Existing Provisions	Modified Provisions
1.	TOR Clause 2.1	The main objective of the consultancy service is for review, optimization and value addition to the Draft Detailed Project Report prepared for providing 4-lane Tunnel Connectivity across River Brahmaputra between Gohpur and Numaligarh, establish the technical, economic and financial viability of the project and prepare detailed project reports for 4-lane tunnel connectivity.	The main objective of the consultancy service is for review, optimization and value addition to the Draft Detailed Project Report prepared for providing 4-lane Tunnel Connectivity across River Brahmaputra between Gohpur and Numaligarh, establish the technical, economic and financial viability of the project and prepare <b>final detailed project reports for 4-lane tunnel connectivity along with details &amp; drawings good for construction.</b>
2.	Appendix-V "Detailed Evaluation Criteria"	<b>2.1.17 Tunnel Design Engineer</b>	<b>2.4.17 Senior E&amp;M Expert</b>
3.	LOI, Clause 6 Performance Security, Sub-Clause 6.1 & SCC, Clause 2.1 (b)	<i>"The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee in the form of E-Bank Guarantee equivalent to 5% of the total contract value from list of acceptable banks."</i>	<i>"The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional e-Bank Guarantee (e-BG) only equivalent to 5% of the total contract value 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 available on NHIDCL website (<a href="https://nhidcl.com/current-tenders/">https://nhidcl.com/current-tenders/</a>). The Authority reserves the right to add or remove names of any bank on which e-BG shall be accepted based on advisories from the Govt./RBI. The e-BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted. In case of JV, the e-BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to 5% of the total contract value to be received by him towards Performance Security valid for a period of three years beyond the date of completion of services, or end of civil works contract, whichever earlier. The e-Bank Guarantee will be released by NHIDCL upon expiry of 3 years beyond the date of completion of services, or end of civil works contract, whichever earlier, provided rectification of errors if any, found during</i>

S. No.	Reference Item	Existing Provisions	Modified Provisions
			<p><i>implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued. However, if contract is foreclosed / terminated by NHIDCL at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of foreclosure / termination."</i></p> <p>For further details and step by step process regarding e-BG, NHIDCL Office Order dated 22nd March 2023 may be referred, which is attached as <b>Annex-II of this Corrigendum – I.</b></p>
4.	LOI, Clause 6 Performance Security, Sub-Clause 6.2 & SCC, Clause 2.1 (e)	Further, in case where the bid of the successful consulting firm is less than 85% of the average of all bids received, the successful consulting firm shall have to submit an Additional Performance Security (APS) in the form of a Bank Guarantee for 30% of the differential value between the successful bid and average of all the bids received. The BG shall be valid for a period of [xx+2] months i.e. upto 2 months beyond the expiry of the Contract of [xx] months. The other requirements of APS are same as those of Performance Security.	---Deleted---
5.	DATASHEET Clause 12.2 A. Firm Experience Marking Scheme	Existing Marking Scheme.	Modified Marking Scheme at Annex-I of this Corrigendum.
6.	GCC Clause 7.2	An amount equivalent to 10% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works or after 3 years from completion of consultancy services, whichever is earlier. The retention money will however be released by the Client on substitution by Bank Guarantee of the same amount valid upto the period as above. Out of this 15%, 10% shall be in the form of Bank Guarantee and 5% shall be the amount retained from Consultancy fee payable to the Consultant.	An amount equivalent to <b>10%</b> of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works or after 3 years from completion of consultancy services, whichever is earlier. The retention money will however be released by the Client on substitution by Bank Guarantee of the same amount valid upto the period as above. <b>Out of this 10%, 5%</b> shall be in the form of Bank Guarantee and <b>5%</b> shall be the amount retained from Consultancy fee payable to the Consultant.
7.	SCC Clause 2.4	The time period shall be months or such other time period as the parties may agree.	The time period shall be <b>6 months</b> or such other time period as the parties may agree.

S. No.	Reference Item	Existing Provisions			Modified Provisions						
		S. No.	Key Personnel	Total Project Assignment = 180 days			S. No.	Key Personnel	Total Project Assignment = 180 days		
				At site (man-month)	At design office(man-month)	Total Time Period (man-month)			At site (man-month)	At design office(man-month)	Total Time Period (man-month)
8.	TOR, Enclosure – I	1	Team Leader Cum Senior Tunnel Engineer	5	1	6	1	Team Leader Cum Senior Tunnel Engineer	5	1	6
		2	Tunnel Design Expert	1	5	6	2	Tunnel Design Expert	1	5	6
		3	Senior Geophysicist	2.5	2.5	5	3	Senior Geophysicist	3	2	5
		4	Senior Geotechnical Engineer	4	2	6	4	Senior Geotechnical Engineer	3	2	5
		5	Highway cum Pavement Engineer	2	3	5	5	Highway cum Pavement Engineer	2	3	5
		6	Senior E& M Expert	1	3	4	6	Senior E& M Expert	1	5	6
		7	Senior Geologist	4.5	1.5	6	7	Senior Geologist	4	1	5
		8	Senior Survey Engineer	3	1	4	8	Senior Survey Engineer	5	1	6
		9	Environmental Specialist	2	2	4	9	Environmental Specialist	3	3	6
		10	Material Engineer	2	2	4	10	Material Engineer	2	2	4
		11	Quantity Surveyor/ Documentation Expert	2	2	4	11	Quantity Surveyor/ Documentation Expert	3	3	6
		12	Land Acquisition Expert	5	1	6	12	Land Acquisition Expert	5	1	6
		13	Utility Expert	3	1	4	13	Utility Expert	3	1	4
		14	Bridge/Structural Engineer	3	3	6	14	Bridge/Structural Engineer	3	3	6
			<b>TOTAL</b>	<b>37</b>	<b>27</b>	<b>64</b>		<b>TOTAL</b>	<b>43</b>	<b>33</b>	<b>76</b>

S. No.	Reference Item	Existing Provisions	Modified Provisions
9.	LOI, Clause 1.11, "Explanation" under Sub-Clause (iii)	<p>Explanation:</p> <p>a) An LOA issued for any project shall be counted as on-going projects.</p> <p>b) Projects with consultancy fee of Rs. 1.5 Cr. Of less shall not be counted for this purpose.</p> <p>c) Projects wherein Draft DPR has been submitted after approval of Alignment &amp; Feasibility Report shall not be counted for this purpose.</p> <p>d) In case of a company, the Related Parties means Related Parties as defined in the Companies Act, 2013, and in case of a bidder other than a company, the related parties means bodies whether incorporated or not.</p> <p>To substantiate this, the bidder shall provide <b>an undertaking giving list of all such related parties and projects being executed by the related parties in NHIDCL.</b></p> <p><b>A certificate in this regard from Statutory Auditor (with UDIN) shall also be provided by the bidder.</b></p>	---Deleted---
10.	LOI, Clause 3.2 Technical Proposal, Sub-Clause 3.2.3 iii) & Appendix-V, Detailed Evaluation Criteria; Clause 1.1	Firm's references - Relevant Services carried out in the last seven years as per Form- E2/T-3.	Firm's references - Relevant Services carried out in the last <b>fifteen</b> years as per Form- E2/T-3.
11.	LOI, Clause 3.2 Technical Proposal, Sub3-Clause 3.2.3 x)	<p>CVs of the following 10 key personnel may be submitted in Form – T-10</p> <p>[Team Leader cum Senior Tunnel Expert, Tunnel Design Expert, Senior Geophysicist, Senior Geotechnical Engineer &amp; Highway – cum – Pavement Engineer for the Tunnel Project]</p>	<p>CVs of the following <b>7 key personnel</b> may be submitted in Form – T-10</p> <p>[Team Leader cum Senior Tunnel Expert, Tunnel Design Expert, Senior Geophysicist, Senior Geotechnical Engineer, Highway – cum – Pavement Engineer, <b>Senior E&amp;M Expert &amp; Bridge/Structural Engineer</b> for the Tunnel Project]</p>
12.	APPENDIX – V "Assumptions to be	i) On behalf of the Consultant / Contractor: Team Leader/Senior Highway Engineer	i) On behalf of the Consultant / Contractor: Team Leader/ <b>Senior Tunnel Expert/Senior Tunnel Engineer</b>

S. No.	Reference Item	Existing Provisions	Modified Provisions
	made in regarding Similar Capacity for various position" S. No. 11 Team Leader cum Senior Tunnel Expert	ii) In Government Organizations: Superintending Engineer (or equivalent) and above.	ii) In Government Organizations: Superintending Engineer (or equivalent) and above.
13.	APPENDIX – V "Assumptions to be made in regarding Similar Capacity for various position" S. No. 16. Senior Geotechnical Engineer	----- No existing provisions -----	i) On behalf of the Consultant / Contractor: <b>Geotechnical Engineer</b>  ii) In Government Organizations: -----
14.	APPENDIX – V 2.4.15 Senior Geotechnical Engineer S. No. II c)	(i) Professional Experience as Tunnel Design Engineer (Structural)	(i) Professional Experience as <b>Geotechnical Engineer</b>
15.	GCC Clause 6.3 (d)	The client shall cause the payment of the Consultants in Para 6.4 (b) above as given in the schedule of payments within thirty (30) days .....	The client shall cause the payment of the Consultants in <b>Para 6.3 (b)</b> above as given in the schedule of payments within thirty (30) days .....
16.	GCC Clause 9.4.4	The sole arbitrator selected pursuant to Clause 8.2.1 hereof shall be expert with extensive experience in relation to the matter in dispute.	The sole arbitrator selected pursuant to <b>Clause 9.4.2</b> hereof shall be expert with extensive experience in relation to the matter in dispute.
17.	SCC Clause 9.2	Disputes shall be settled by arbitration in accordance with the following provisions:  9.2.1 Selection of Arbitrators  Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator to be appointed as per the procedure below:  a) Parties 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	---Deleted---

S. No.	Reference Item	Existing Provisions	Modified Provisions
		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 therefrom, and the last remaining nominee on the list shall be 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	
18.	SCC Clause 4.6	The person designated as Team Leader cum Senior Highway Engineer in Appendix B shall serve in the capacity, as specified in Clause 4.6.	The person designated as Team Leader cum Senior Tunnel Expert in Appendix B shall serve in the capacity, as specified in Clause 4.6.
19.	APPENDIX – V Clause 1.2 c), Clause 2A.	Note (ii) The experience of a firm in preparation of DPR for a private Concessionaire/Contractor shall not be considered.	The experience of a firm in preparation of <b>DPR/Feasibility study</b> for a private Concessionaire/Contractor <b>shall be considered in case of BOT / Annuity / HAM / Turnkey.</b>
20.	APPENDIX – V Table under 2.4.15 “Senior Geotechnical Engineer” S.No. I	(ii) Post Graduation in Geotechnical Engineering / Foundation Engineering/ Rock Mechanics/ Geo science or equivalent	(ii) Post Graduation in Geotechnical Engineering / Foundation Engineering/ Rock Mechanics/ <del>Geo science</del> /Soil Mechanics or equivalent
21.	APPENDIX – V 2.4.17 Senior E&M Expert S. No. II c)	“.....Experience as Tunnel Design Engineer (Structural)....”	“.....Experience as <b>E&amp;M Expert / Engineer</b> .....”

(K. C. Bhatt)

Dy. General Manager (T)

## Firm's relevant experience in last 15 years (50)

S. No.	Description	Maximum Points	Sub-Points
1	Specific experience of the DPR consultancy related to the assignment foreligibility	15	
1.1	Aggregate Length of DPR / Feasibility study of 2/4/ 6 lane projects	8	
1.1.1	> 65 kms		6
1.1.2	65 kms to 150 kms		7
1.1.3	>150 kms		8
1.2	DPR for 2/4/6 laning projects each equal to or more than 30 kms (or Feasibility Study for 2/4/6 laning projects each equal to or more than 40 kms)	7	
1.2.1	1 project		5
1.2.2	2 projects		6
1.2.3	≥ 3 projects		7
2	DPR of Bridge having length more than 200 m	5	
2.1	1 bridge		1
2.2	2 bridges		2
2.3	3 bridges		3
2.4	4 bridges		4
2.5	5 or more bridges		5
3	Specific experience of firms in terms of turnover	5	
3.1	Firm's Average Turnover of last 5 years > 5 crore		4
3.2	Firm Average Turnover of last 5 years 20-50 crore		4.5
3.3	Firm Average Turnover of last 5 years > 50 Cr.		5
4	DPR for special category projects (Tunnels).	15	
4.1A	DPRs of number of Tunnels** using TBM / NATM/ Immersed Tunnel for Rail/Metro/Road	5	
4.1.A1	Atleast 2 projects		2
4.1.A2	3 projects		3
4.1.A3	4 projects		4
4.1.A4	≥ 5 projects		5
4.1B	If any of the above projects is under River/Sea/Creek	5	
4.1.B1	1 project		3
4.1.B2	1 Tunnel project with TBM		5
4.2	Aggregate length of DPR/ Feasibility study for Tunnel** using TBM / NATM/ Immersed Tunnel for Rail/Metro/Road	5	
4.2.1	Upto 5 km		2
4.2.2	5 km to 10 km		3
4.2.3	10 km to 15 km		4
4.2.4	> 15 km		5
5	Professionals working with the firm	10	
5A	Tunnel Professionals * working with the firm	4	
5.A1	<1 nos.		0

S. No.	Description	Maximum Points	Sub-Points
5.A2	1 nos.		2
5.A3	2 nos.		3
5.A4	3 nos. or more		4
<b>5B</b>	<b>Bridge Professionals * working with the firm</b>	<b>3</b>	
5.B1	<2 nos.		0
5.B2	3 nos.		1
5.B3	4 nos.		2
5.B4	5 nos. or more		3
<b>5C</b>	<b>Highway Professionals * working with the firm</b>	<b>3</b>	
5.C1	<2 nos.		0
5.C2	3 nos.		1
5.C3	4 nos.		2
5.C4	5 nos. or more		3

\*The professionals who possess degree in Civil Engineering/Bridge/Structural Engineering/Tunnel Engineering/Transport Planning/Transport Economics/Traffic Management/Geology/Environment Science or Engineering and 8 years' Experience in highway/Bridge/Tunnel project respectively with employment in the firm for more than one year. The current Employment Certificate of the Key Personnel shall be enclosed in the Technical Bid uploaded by Key Personnel on INFRACON.

**Note:**

- (i) In case feasibility study is a part of DPR services the experience shall be counted in DPR only.
- (ii) \*\* Similar Category in case of Tunnels means Tunnels for Road, Railway or metro using TBM / NATM/ Immersed Tunnel preferably under river/sea/creek having single tube (including tunnel(s) for roads/Railway /Metro/ Railways) having any one cross sectional dimension of atleast 6 meter for which RFP is invited. For this project experience of Twin tubes (including tunnel(s) for Roads/Railway /Metro rail etc.) having any one cross sectional dimension of atleast 6 meter also to be considered with a multiplication factor of 1.5.
- (iii) The experience of a firm in preparation of DPR/Feasibility Study for a private concessionaire/contractor shall be considered in case of BOT/Annuity/HAM/Turnkey.

*h*

National Highways & Infrastructure Development Corporation Limited **ANNEX-II**  
3<sup>rd</sup> Floor, PTI Building, New Delhi-110001

Ref No.: NHIDCL/F&A-25/2019-20/E-182855/516

Dated: 22<sup>nd</sup> March 2023

Order No. 2023/NHIDCL/HR/1493 Office Order

Subject: Mandatory E-BG, EMD and Tender fee Deposit through Induscollect

### E-Bank Guarantee

An Electronic Bank Guarantee (e-BG) eliminates the physical documentation usually associated with issuance of BG. It reduces the turn-around time of the BG. The digital steps in an e-BG includes BG application, preview and confirm, paperless e-stamping, e-signing, hosting of the final electronic BG on the NeSL portal and intimation of final BG to the beneficiary (e.g NHIDCL). The beneficiary can view the final digital BG on the NeSL portal immediately on issuance. Such an e-BG eliminates the need for a separate authentication from the BG issuing Bank. At present seven banks are issuing E-BG (State bank of India, Canara Bank, Indian Overseas Bank, HDFC Bank, ICICI Bank, Axis Bank and Yes Bank and more may start soon. The Ministry of Road Transport and Highways has prescribed acceptance of E-BGs vide their OM No. NH-35014/20/2020-H dated 12<sup>th</sup> August 2022.

2. The bidders/contractors/DPR Consultants and Authority Engineers submit BG as bid security, PBG, APBG and BG against advances. It takes time in getting SFMS confirmations and in many cases, the SFMS confirmations are not received.

3. In view of above, the Competent Authority has decided that from first April 2023 only E-BG shall be accepted. No BG shall be accepted in the physical form. The format of the BG will remain the same as prescribed in the RFP documents.

4. Entity ID of NHIDCL is AAECN7759E, which may be quoted for getting e-BG.

5. For any further details, the bidders/contractors may visit the website of National E Governance Services Limited at <https://nesl.co.in/e-bg/>

6. For E-BGs, the IFSC code and name of the bank should be continued to be Canara Bank, Transport Bhawan, Sansad Marg, New Delhi-11001 as given below:

Sr. No.	Particulars	Details
(i)	Name of Beneficiary	MD-NHIDCL
(ii)	Beneficiary Bank Account No	90621010002659
(iii)	Beneficiary Bank Branch	Canara Bank, Transport Bhawan, 1-Parliament Street, New Delhi-110001
(iv)	Beneficiary Bank Branch IFSC	CNRB0019062

## Bid Security and Tender fee

7. The bidders will continue to have facility to deposit the bid Security/tender fee into the bank account of the NHIDCL through the online facility provided by the Indusind Bank. **No amount may be deposited directly in the bank account of NHIDCL.** The payment through bank portal will facilitate issuance of invoice for the tender fee and refund of EMD to the unsuccessful bidders immediately on finalization of the bidder.

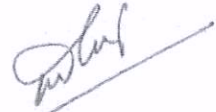
8. Please refer below steps to do the transaction for payment of EMD and tender fee via Payment Gateway/ generate NEFT/ RTGS challan by visiting website as given below:

Visit IndusCollect website: <https://induscollect.indusind.com/pay/index.php>

Step by Step process is attached as Annexure- I

9. Requisite changes may please be made in the RFP by the Technical Division.

This bears the approval of the Competent Authority.



(Mahesh Gupta)

Dy. General Manager (Fin)

Copy to :

1. All ED (T). *All GM TD, All Dy GM (T)*
2. PS to MD, NHIDCL for information please.
3. PS to Dir (A&F), for information please.
4. PS to Dir (T), for information please
5. GM(IT) for uploading on the employees portal

Encl: As above