

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India
3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com



BHARATMALA
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NHIDCL
BUILDING INFRASTRUCTURE - BUILDING THE NATION
CIN: U45400DL2014GOI269062

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

Tender ID: 2020_NHIDC_592311_1

Date: 04.11.2020

Amendment - II

Name of the Work: Part Design, Construction, Operation & Maintenance (for a period of 5 years) of Fully Automatic Multi-level Parking System at Central Civil Secretariat, Itanagar, Arunachal Pradesh

Ref: NIT & RFP document uploaded on CPP Portal on 21.10.2020.

Following amendments are being carried out:

Sr. No.	Clause No.	As Existing	As Modified
1.	Section: Employer Requirement, Clause 5.3: Page 35.	Following the Contractor's Initial Works Programme submission but in any case no later than six (3) months from the date of award of contract, the contractor shall make submissions of the detailed Works Programme. The resubmitted programme when approved by the Engineer shall form the Baseline Programme against which actual progress of the Contract shall be reckoned. As the work progresses, it may be necessary to update/ revise the Baseline programme but such updating shall only be carried out with the prior consent of the Engineer or when directed by them.	Following the Contractor's Initial Works Programme submission but in any case no later than Three (3) week from the date of award of contract, the contractor shall make submissions of the detailed Works Programme. The resubmitted programme when approved by the Engineer shall form the Baseline Programme against which actual progress of the Contract shall be reckoned. As the work progresses, it may be necessary to update/ revise the Baseline programme but such updating shall only be carried out with the prior consent of the Engineer or when directed by them.
2	Section : GCC & SCC, Clause 41: Page 51.	Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due	Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete and defect liability period (DLP) the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work along with DLP and/or no communication is received from the Labour Officer to this effect till six months after the date of completion of defect liability period (DLP) it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due. Note: the defect liability period (DLP) shall be 5 years after completion of work.

3	Section: Qualification Criteria Document Part-I- Instruction of Applicants, Clause 1.14 (f) Page 8	-	The technology and material from the neighboring countries sharing common land border with India is not permitted.
4	Section: Minimum Eligibility Criteria Claus e1.2.1.1 Page 9	For the minimum eligibility criteria in clause 1.2.1(a) above, successfully completed portion of any ongoing work will also be considered.	For the minimum eligibility criteria in clause 1.2.1 above, successfully completed portion of any ongoing work will also be considered.
5	Section: Minimum Eligibility Criteria Claus e1.2.1.2 Page 9	In case of Joint Venture, the work done either by the same joint venture or by any relevant member of the joint Venture shall be considered for minimum eligibility criteria. The work, if done in Joint Venture will be taken as per the percentage participation.	In case of Joint Venture, the work done either by the same joint venture or by any member of the joint Venture shall be considered for minimum eligibility criteria. The work, if done in Joint Venture will be taken as per the percentage participation.
6	Section: Minimum Eligibility Criteria Claus e1.2.1.3 Page 9	The documentary proof such as Completion Certificates from Clients and concerned Consultant/Architect for such work should be submitted clearly indicating the Final completion cost and overall completion period of the work. The offers submitted without these documentary proof shall not be evaluated.	The documentary proof such as Completion Certificates from Clients and concerned Consultant/Architect for such work should be submitted clearly indicating the technology, ECS and Final completion cost and overall completion period of the work. The offers submitted without these documentary proof shall not be evaluated and shall be treated non-responsive.
7	Section: Minimum Eligibility Criteria Claus e1.2.1.4 Page 9	A bidder must have experience of similar works as Original Equipment Manufacturer (OEM). In case, a bidder does not have experience as OEM, he may participate by having MoU with an OEM.	A bidder must have experience of similar works as Original Equipment Manufacturer (OEM). In case, a bidder does not have experience as OEM, he may participate by having MoU with an OEM or any civil contractor.
8	Section: Minimum Eligibility Criteria Claus e1.2.1.5 Page 9	Joint Venture is allowed of maximum 2 partners/members, out of which one should be Original Equipment Manufacturer (OEM) and JV has executed Automatic car parking with Tower/Robo-shuttle technology including Building/Structure work either Overground or Underground in India in the last 8 years ending on the date of publication of tender.	Joint Venture is allowed of maximum 2 partners/members, out of which one should be Original Equipment Manufacturer (OEM) and JV or any member has executed Automatic car parking with Tower/Robo-shuttle technology including Building/Structure work either Overground or Underground in India in the last 8 years ending on the date of publication of tender.
9	Section: Part- II Evaluation Criteria Clause 2.3.2 (e) Page 13	-	Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. or debarring from MoRTH/NHIDCL/NHAI/MoSHIPPING work etc. During last 5 years.

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10	Section: Release of Performance Guarantee / GCC Clause 3 (a) Page 9	The Authority shall return the Performance Guarantee to the Contractor within 60 (sixty) days of the expiry Defects Liability Period under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Guarantee until all Defects identified during the Defects Liability Period have been rectified. The PBG for AMC Period shall be returned to the Bidder within 60 days after the expiry of AMC period of 04 years.	The Authority shall return the Performance Guarantee to the Contractor within 60 (sixty) days of the expiry Defects Liability Period under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Authority shall not be obliged to release the Performance Guarantee until all Defects identified during the Defects Liability Period have been rectified. The PBG for AMC Period shall be returned to the Bidder within 60 days after the expiry of AMC period of 05 years.
11	Schedule 'F' IIT & FOT Clause 17 Contractor liable for damages, defects during maintenance period, Page- 61	05 years. 60% Security Deposit will be released after 01 year of maintenance period. 20% Security Deposit to be released after 02 years of maintenance period. Remaining 20% will be released after completion of the maintenance period.	05 years.
12	Payment Schedule Clause C10./ GCC Page - 33.	The payment shall be made on running bill against actual progress of work.	C10.1: The payment shall be made on running bill against actual progress of work for construction. C10.2: 5 Years of O&M Period: During the five (5) year period the contractor shall operate and maintain the facility comprehensively against a prefixed O&M cost. During 1st year only Operation cost shall be payable and O & M Cost shall be payable from 2nd year onward in incrementing installments at the end of each year of successful O&M. Throughout the O&M period, any defects and its liabilities shall be borne by the contractor towards no actual cost.

Other entries shall remain same.


(A.K. Singh)

General Manager (Tech.)
Email: gm.infra@nhidcl.com