

Corrigendum-II

Sub: Consultancy services for Authority's Engineer for Design, Engineering, Procurement, Supply And Construction For Construction Of Four Lane Bridge Including Approaches Over River Brahmaputra Between Dhubri On North Bank And Phulbari On South Bank In Assam/ Meghalaya On NH-127B (Length 19.282 km)-**Pre-Bid Meeting-reg.**

Tender ID: 2020\_NHIDC\_588782\_1

1.

Sr.No.	RFP section	Clause	Existing Provision	Revised/Amended Provision
1	1	29 (x) (f)	If any CV score less than 75% marks, whatever marks it score will be carried forward for maximum 3 nos. Key Expert for determining the total score of the firm. However, if the Key Expert does not fulfill the minimum academic qualification (TOR of RFP), the overall score of his CV will be evaluated as zero. If the Key Expert does not fulfill the minimum qualification related to experience (TOR of RFP), then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key Expert will be carried forward for maximum 6 nos. Key Expert for determining the total score of the firm. In case, a firm is H-1, then all such Key Expert (whose CV scores less than 75% or who does not fulfill the minimum qualification) will have to be replaced by the firm before signing the contract. The reduction in remuneration of such replacements shall be 10% for each replacement. In case more than 6 CVs scores less than 75% marks or Team leader scores less than 75% marks, the proposal shall be considered non-responsive.	If any CV score less than 75% marks, whatever marks it score will be carried forward for maximum 6 nos. Key Expert for determining the total score of the firm. However, if the Key Expert does not fulfill the minimum academic qualification (TOR of RFP), the overall score of his CV will be evaluated as zero. If the Key Expert does not fulfill the minimum qualification related to experience (TOR of RFP), then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key Expert will be carried forward for maximum 6 nos. Key Expert for determining the total score of the firm. In case, a firm is H-1, then all such Key Expert (whose CV scores less than 75% or who does not fulfill the minimum qualification) will have to be replaced by the firm before signing the contract. The reduction in remuneration of such replacements shall be 10% for each replacement. In case more than 6 CVs scores less than 75% marks or Team leader scores less than 75% marks, the proposal shall be considered non-responsive.
2	1	H (i) Performance Security	The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 10% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of [143 months] i.e. upto 2 months beyond the expiry of the Contract period of [141 months]. The BG shall be in the format specified in Appendix H 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 1000 crore as per latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a Branch in India) the net worth in respect of Indian operations shall	The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 2.5% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of [143 months] i.e. upto 2 months beyond the expiry of the Contract period of [141 months]. The BG shall be in the format specified in Appendix H 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 1000 crore as per latest Annual Report of the Bank. 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

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			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 and not individually by the members. 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 [143 months] months i.e. upto 2 months beyond the expiry of the Contract of [141 months] months. The other requirements of APS are same as those of Performance Security. BG has to be submitted in favour of Managing Director, NHIDCL, 3rd floor, PTI building, 4-Parliament Street, New Delhi-110 001.	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 and not individually by the members. 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 [143 months] months i.e. upto 2 months beyond the expiry of the Contract of [141 months] months. The other requirements of APS are same as those of Performance Security. BG has to be submitted in favour of Managing Director, NHIDCL, 3rd floor, PTI building, 4-Parliament Street, New Delhi-110 001.
3	2	14.2 The minimum technical score (St) required to pass is:75 Points Note : 5	If a CV score less than 75% marks, whatever marks it score will be carried forward for maximum 3 nos. Key Expert for determining the total score of the firm. However, if the Key Expert does not fulfill the minimum academic qualification (as mentioned in TOR of RFP), the overall score of his CV will be evaluated as zero. If the Key Expert does not fulfill the minimum qualification related to experience (as mentioned in TOR of RFP), then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key Expert will be carried forward for maximum 3 nos. Key Expert for determining the total score of the firm. In case more than 3 CV scores less than 75% marks or Team leader scores less than 75% marks, the proposal shall be considered nonresponsive. During, interaction Key Expert will be required to produce certificate regarding qualification and experience.	If a CV score less than 75% marks, whatever marks it score will be carried forward for maximum <b>6 nos</b> . Key Expert for determining the total score of the firm. However, if the Key Expert does not fulfill the minimum academic qualification (as mentioned in TOR of RFP), the overall score of his CV will be evaluated as zero. If the Key Expert does not fulfill the minimum qualification related to experience (as mentioned in TOR of RFP), then zero marks will only be assigned for that sub criteria, but the marks obtained by the CV of the Key Expert will be carried forward for maximum 3 nos. Key Expert for determining the total score of the firm. In case more than 3 CV scores less than 75% marks or Team leader scores less than 75% marks, the proposal shall be considered nonresponsive. During, interaction Key Expert will be required to produce certificate regarding qualification and experience.
4	5 TOR	19.1	The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 10% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 141 + 2 months i.e. upto 2 months beyond the expiry of the Contract of 141 months. The BG shall be in the format specified in Appendix I of draft contract form and furnished from a Nationalized Bank, IDBI or ICICI/ ICICI Bank/ Foreign Bank/ EXIIM Bank/ Any Scheduled Commercial Bank approved by RBI having a net-worth of not less than 1000 crore as per latest Annual Report of the Bank. 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	The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of <b>2.5%</b> of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 141 + 2 months i.e. upto 2 months beyond the expiry of the Contract of 141 months. The BG shall be in the format specified in Appendix I of draft contract form and furnished from a Nationalized Bank, IDBI or ICICI/ ICICI Bank/ Foreign Bank/ EXIIM Bank/ Any Scheduled Commercial Bank approved by RBI having a net-worth of not less than 1000 crore as per latest Annual Report of the Bank. 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

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5	5 TOR	20	Not Available in RFP	<p><b>20. Frequency for carrying out the condition survey using equipment:</b></p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Key metrics of Asset</th> <th>Equipment to be used</th> <th>Frequency of condition survey</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Surface defects of pavement</td> <td>Network Survey Vehicle (NSV)</td> <td>At least twice a year (As per Survey months defined for the state basis rainy season)</td> </tr> <tr> <td>2</td> <td>Roughness of pavement</td> <td>Laser Profilometer</td> <td>At least twice a year (As per survey months defined for the state basis rainy season) least twice a year (As per survey months defined for the state basis rainy season)</td> </tr> <tr> <td>3</td> <td>Strength of pavement</td> <td>Falling Weight Reflectometer (FWD)</td> <td>At least once a year</td> </tr> <tr> <td>4</td> <td>Bridges</td> <td>Mobile Bridge Inspection Unit (MBIU)</td> <td>At least twice a year (As per survey months defined for the state basis rainy season)</td> </tr> <tr> <td>5</td> <td>Road signs</td> <td>Retro-reflectometer</td> <td>At least twice a year (As per survey months defined for the state basis rainy season)</td> </tr> </tbody> </table>	Sr. No.	Key metrics of Asset	Equipment to be used	Frequency of condition survey	1	Surface defects of pavement	Network Survey Vehicle (NSV)	At least twice a year (As per Survey months defined for the state basis rainy season)	2	Roughness of pavement	Laser Profilometer	At least twice a year (As per survey months defined for the state basis rainy season) least twice a year (As per survey months defined for the state basis rainy season)	3	Strength of pavement	Falling Weight Reflectometer (FWD)	At least once a year	4	Bridges	Mobile Bridge Inspection Unit (MBIU)	At least twice a year (As per survey months defined for the state basis rainy season)	5	Road signs	Retro-reflectometer	At least twice a year (As per survey months defined for the state basis rainy season)
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6	1	C (II) (iv)	Demand Draft towards cost of RFP of Rs.5,900/- (Rupees Five Thousand nine hundred only) online as detailed in Cl. 9 of LOI.	Payment through RTGS/NEFT/Other digital mode towards cost of RFP of Rs.5,900/- (Rupees Five thousand nine hundred only) online as detailed in Cl. 9 of LOI.																								
7	6 SCC	6.5 (a)	The Advance Payment shall be payable maximum @ 10% of the Contract Price against submission of irrevocable and unconditional Guarantee from a Bank for an amount equivalent to 110% of the such installment, substantially in the form provided at Appendix I. The advance payment bank guarantees shall be in the amounts and in the currencies of the advance payment. The Advance Payment shall be	The Advance Payment shall be payable maximum @ 10% of the Contract Price against submission of irrevocable and unconditional Guarantee from a Bank for an amount equivalent to 110% of the such installment, substantially in the form provided at Appendix I. The advance payment bank guarantees shall be in the amounts and in the currencies of the advance payment. The Advance Payment shall be made within 28 days																								

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			made within 28 days after receipt and verification of advance payment bank guarantees. The advance payment <b>along with interest</b> will be set off by the Client in equal installments against the invoices for the 12months from the <b>third</b> month from the month in which they have received advance payment until the advance payment has been fully set off. For the avoidance of doubt, it is clarified that if the Advance has been paid in the month of <b>July</b> , then recovery shall begin from the Invoice of the month of <b>October</b> .	after receipt and verification of advance payment bank guarantees. The advance payment will be set off by the Client in equal installments against the invoices for the 12months from the <b>third</b> month from the month in which they have received advance payment until the advance payment has been fully set off. For the avoidance of doubt, it is clarified that if the Advance has been paid in the month of <b>July</b> , then recovery shall begin from the Invoice of the month of <b>October</b> .
8	6 SCC	8.2 (b)	(b) Conciliation In the event of any Dispute between the Parties, either Party may call upon [Managing Director, NHIDCL and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10(ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10(ten) day period or the Dispute is not amicably settled within 15(fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in (a)(i) or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the Provisions of Clause 8.4.	(b) Conciliation In the event of any Dispute between the Parties, either Party may call upon [Managing Director, NHIDCL and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10(ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10(ten) day period or the Dispute is not amicably settled within 15(fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in (a)(i) or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the Provisions of <b>Clause (c)</b> given below
9	6 SCC	8.2 (b)	<b>(c) Arbitration</b> (i). Any Dispute which is not resolved amicably by conciliation, as provided in Clause, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 8.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended. The venue of such arbitration <b>New Delhi</b> shall be and the language of arbitration proceedings shall be English.	<b>(c) Arbitration</b> (i). Any Dispute which is not resolved amicably by conciliation, as provided in Clause, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with <b>Clause (c) (ii) below</b> . Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended. The venue of such arbitration <b>New Delhi</b> shall be and the language of arbitration proceedings shall be English.
10	6 SCC	Appendix H Pg-138	Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. (Rs._____) and the guarantee shall remain valid till (Insert date being 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 17 of TOR). Unless a claim or a demand in writing is made upon us on or before all our liability under this guarantee shall cease.	Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. (Rs._____) and the guarantee shall remain valid till (Insert date being 7 years 9 months years from the date of issuance of this Guarantee (in accordance with Clause 17 of TOR)). Unless a claim or a demand in writing is made upon us on or before all our liability under this guarantee shall cease.

Sr.No.	RFP section	Clause	Existing Provision	Revised/Amended Provision
11	2	Date Sheet 14.2	(iii) Evaluation Criteria for assessment of Key Staff for the Assignment Ref. to 14.2(iii) QCBS Datasheet, Paragraph reference above:- For all the key personnel: 3 Familiarity with the language and the conditions of India including North East Region (i) Experience in India (ii) Experience in North East Region	(iii) Evaluation Criteria for assessment of Key Staff for the Assignment Ref. to 14.2(iii) QCBS Datasheet, Paragraph reference above:- For all the key personnel: 3 Familiarity with the language and the conditions of <b>South East Asia including India Region</b> (i) <b>Experience in South East Asia</b> (ii) <b>Experience in India</b>
12	2	Date Sheet 14.2	5. Chief Safety Expert (International/National) 1 General Qualification I) Graduate in Civil Engineering	5. Chief Safety Expert (International/National) 1 General Qualification I) <b>Graduate in Civil/ Mechanical /Electrical Engineering</b>
13	1	9	The short-listed Consultancy firms may download the RFP document from the official website of the Employer (NHIDCL) w.e.f. 07.10.2020 at 1800 hrs. The short listed consultancy firm who downloads the RFP document from the website will be required to pay the non- refundable fee of Rs. 5,900/- (inclusive of GST) towards cost of RFP at the time of submission of the bid online either through RTGS/NEFT/Other digital mode in the given Bank account details of NHIDCL on or before the <b>05.11.2020 (1500 hrs)</b> . Proof of the payment receipt (RTGS/NEFT/Other online mode) must be submitted online along with the bid document.	The short-listed Consultancy firms may download the RFP document from the official website of the Employer (NHIDCL) w.e.f. 07.10.2020 at 1800 hrs. The short listed consultancy firm who downloads the RFP document from the website will be required to pay the non- refundable fee of Rs. 5,900/- (inclusive of GST) towards cost of RFP at the time of submission of the bid online either through RTGS/NEFT/Other digital mode in the given Bank account details of NHIDCL on or before the <b>11.2020 (1500 hrs)</b> . Proof of the payment receipt (RTGS/NEFT/Other online mode) must be submitted online along with the bid document.
	1	C (III) (i)	The Applicant shall upload scanned copies of the Technical Proposal and Financial Proposal as specified in point nos. C (II) (i) ,(ii), (iii) & (iv) above on the E-tendering portal of Employer before 15:00 hours Indian Standard Time on the Bid due date i.e. on <b>05.11.2020</b> . Financial Proposal is to be submitted On-line only and no hard submission is to be made.	The Applicant shall upload scanned copies of the Technical Proposal and Financial Proposal as specified in point nos. C (II) (i) ,(ii), (iii) & (iv) above on the E-tendering portal of Employer before 15:00 hours Indian Standard Time on the Bid due date i.e. on <b>19.11.2020</b> . Financial Proposal is to be submitted On-line only and no hard submission is to be made.
	1	36	RFP submission must be received not later than 1500 hrs on <b>05.11.2020</b> in the manner specified in the RFP document at the address given below.	RFP submission must be received not later than 1500 hrs on <b>19.11.2020</b> in the manner specified in the RFP document at the address given below.
	2	DS 12.5	Technical and Financial Proposals shall be prepared and submitted/ uploaded as mentioned at para 10 and 11 of ITC including Data Sheet. - Time: 1500 Hrs. - Date: <b>05.11.2020</b> (30 days from the date of Invitation)	Technical and Financial Proposals shall be prepared and submitted/ uploaded as mentioned at para 10 and 11 of ITC including Data Sheet. - Time: 1500 Hrs. - Date: <b>19.11.2020</b>
	1	E (ii)	For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered nonresponsive. The Employer will open the Technical Proposal at 16.30 hours Indian Standard Time on the	For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered nonresponsive. The Employer will open the Technical Proposal at 16.30 hours Indian Standard Time on the Application due date

Sr.No.	RFP section	Clause	Existing Provision	Revised/Amended Provision
			Application due date on <b>06.11.2020</b> and in the presence of the Applicants who choose to attend and evaluate the Applications in accordance with the provisions set out in the RFP.	on <b>20.11.2020</b> and in the presence of the Applicants who choose to attend and evaluate the Applications in accordance with the provisions set out in the RFP.

2. The revised critical Date Sheet is attached as Annex-I

  
(W. Blah)  
Executive Director (Tech)

## Annexure-I

Sr. No	Event Description	Existing Date	Modified Date
1	Invitation of RFP (NIT)	07.10.2020(1700 Hrs)	07.10.2020(1700 Hrs)
2	Last date for receiving queries	15.10.2020 (1700 Hrs)	15.10.2020 (1700 Hrs)
3	Pre-BID meeting at venue	16.10.2020 (1500 Hrs)	19.10.2020 (1500 Hrs)
4	Authority response to queries latest by	23.10.2020	26.10.2020
5	Bid Submission Start Date	26.10.2020	16.11.2020
6	Last Date of Request for Bid Document	05.11.2020 (1500)	19.11.2020 (1500)
7	BID Due Date	05.11.2020 (1500)	19.11.2020 (1500)
8	Opening of Technical BIDs at venue	06.11.2020 (1630 Hrs)	20.11.2020 (1630 Hrs)
9	Declaration eligible / qualified bidders	To be intimated later	To be intimated later
10	Opening of Financial BID	To be intimated later	To be intimated later
11	Letter of Award (LOA)	To be intimated later	To be intimated later
12	Validity of BID	120 days from bid due date	120 days from bid due date
13	Signing of Agreement	within 15 days of issuance of LOA	within 15 days of issuance of LOA

