

2023\_NHIDC\_732848\_1

23.03.2023

**Sub :** Project Management Consultancy Services for Construction of Twin Tube Uni-directional Tunnel (10.8 km) under Ganesh top hill including approaches from D.ch. 60.400 ( Chandanwadi) to D.Ch. 82.700 (Near Sangam Top ) on Khanabal-Baltal section of NH-501 in the under UT of Jammu & Kashmir on EPC mode.

AMENDMENT No-III

S.N.	Reference	Existing Provision	Modified Provision
1.	Para II(b)(iv) Senior Geophysicist APPENDIX-IB (Qualification and Experience Requirement of Key Personnel for Phase 1 & 2)	Experience in carrying out AEM survey, processing, interpreting, generating 3D resistivity of Geophysical/AEM survey's raw data for major tunnel work (Rail/Road/Metro)	Experience in carrying out Geophysical/ AEM survey, processing, interpreting, generating 3D resistivity of Geophysical/AEM survey's raw data for major tunnel work (Rail/Road/Metro).
2.	Cl.3.1.1(v) of LOI of RFP	The Consultant shall furnish as part of its Proposal, a Bid Security of Rs. 2,00,000/- (Rupees Two lakhs only) in the form of a Bank Guarantee (as per the format specified in Form- T-12 of this RFP document) or in the form of Demand Draft (the "Bid Security"), valid for 45 days beyond the validity of the Proposal. The Proposal submitted without Bid Security will be summarily rejected. The Bid Security of the successful Consultant will be returned when the Consultant has signed the Contract Agreement with the Client and has furnished the required Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance. The Bid Security will be forfeited: (a) If a consultant withdraws its Proposal during the period of bid validity; or	The Consultant..... in Form- T-12 of this RFP document) or in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-bank Guarantee) Bank Guarantee or Demand Draft (the "Bid Security"), ..... with the successful Consultant.



		(b) If the Consultant fails to accept the Client's corrections of arithmetic errors in the Consultant's Proposal (if any); or (c) If the Successful Consultant fails to sign the contract agreement with the Client within the prescribed period; or (d) If the Successful Consultant fails to furnish the Performance Security within the stipulated time. Unsuccessful Consultants would be informed regarding their non-qualification, without any explanation and thereafter Bid Security would be returned unopened after the evaluation of the financial proposal and signing the contract agreement with the successful Consultant.	
3.	Cl.3.2.3 (xii) of RFP	Bid Security of Rs. 2,00,000/- in the form of a Bank Guarantee or Demand Draft and the format specified in this document (Form - T-12).	Bid Security of Rs. 2,00,000/- in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-bank Guarantee) Bank Guarantee or Demand Draft and the format specified in this document (Form - T-12).
4.	Cl. 5.1 (ii) Stage I- Proof of Eligibility	The proposal is accompanied by Bid Security of Rs. 2,00,000/- in Demand - 17 - Draft or as Bank Guarantee as per Form-T-12.	The proposal is accompanied by Bid Security of Rs. 2,00,000/- in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-bank Guarantee) Demand Draft or as Bank Guarantee as per Form-T-12.
5.	Letter of Invitation (LOI); sub clause 6.1 of Clause 6 Performance Security	The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee equivalent to 2.0% .....	The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-bank Guarantee) equivalent to 2% of the total contract value from a Nationalized Bank, IDBI or ICICI/ IICI Bank/ Foreign Bank/ EXIM Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs.1000 crore as per latest Annual Report of the Bank amongst the list of banks available at NHIDCL website ( <a href="https://nhidcl.com/">https://nhidcl.com/</a> ) only. 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(in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a

		<p>commercial bank, Bank Guarantee (including e-bank Guarantee) ) issued by Foreign Bank should be counter guaranteed by any Nationalized Bank in India. In case of JV, the BG (in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-bank Guarantee) ) shall be furnished on behalf of the JV or by the lead member towards Performance Security valid for a period of two years which can be extendable from time to time. The bank Guarantee (in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-bank Guarantee) will be released by NHIDCL upon expiry of Contract. However, if contract is foreclosed / terminated by NHIDCL at any stage with no fault of consultant, Performance Security shall be released within three months from date of foreclosure/ termination.</p>	<p>Similar Category of project means Tunnel project having twin tube (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric etc.) having at least 5meter diameter (each tube) or 2lane highway tunnel for which RFP is invited. For this tunnel project having twin tube (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric etc.) having at least 5meter diameter (each tube) or 2 lane highway tunnel experience of more than twin tubes (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric etc.) having at least 5meter diameter (each tube) or 4/6 lane highway tunnel also to be considered with a multiplication factor of 1.5.</p>
<p>6.</p>	<p>Date Sheet; Table-1: Minimum Eligibility Requirements; (iv)</p>	<p>Similar project means 2/4/6 lane project for which RFP is invited. For 2-lane projects experience of 4/6 lane also to be considered with a multiplication factor of 1.5. Experience of 4/6 lane shall be considered interchangeably for 4/6 laning projects. For 4/6 laning projects, experience of 2 lane will be considered with a multiplication factor of 0.5.</p>	<p>Similar Category of project means Tunnel project having twin tube (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric etc.) having at least 5meter diameter (each tube) or 2lane highway tunnel for which RFP is invited. For this tunnel project having twin tube (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric etc.) having at least 5meter diameter (each tube) or 2 lane highway tunnel experience of more than twin tubes (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric etc.) having at least 5meter diameter (each tube) or 4/6 lane highway tunnel also to be considered with a multiplication factor of 1.5.</p>
<p>7.</p>	<p><b>New Clause 3.1.3</b>  <b>Letter of Invitation (LOI)</b></p>	<p><b>New Clause</b></p>	<p><b>New Clause 3.1.3</b></p> <p>For determining the eligibility of bidder from a country which shares a land border with India the following shall apply: -</p> <ol style="list-style-type: none"> <li>i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</li> <li>ii. "Bidder (including the term 'tenderer', 'consultant' or 'service provider in certain</li> </ol>



		<p>contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>iii. Bidder from a country which shares a land border with India for the purpose of this Order means: -</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country, : or</p> <p>d. An entity whose <i>beneficial owner</i> is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the Consortium or joint venture falls under any of the above</p> <p>IV. The <i>beneficial owner</i> for the purpose of para (iii) above will be as under:</p> <p>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means,</p> <p><b>Explanation—</b></p> <p>a. "Controlling ownership interest" means Ownership of or entitlement to more than</p>
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twenty-five percent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits -of-such-association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial Owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

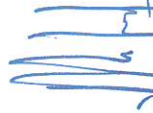
VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.



		<p>Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)</p> <p><i>"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country has been registered with the Competent Authority and is eligible to be considered."</i></p> <p>Model Certificate for Tenders</p> <p><i>"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a Country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"</i></p> <p>Model Certificate for Tenders for Works involving possibility of sub-contracting</p> <p><i>"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or; if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority, I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered [Where applicable, evidence of</i></p>
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		valid registration by the Competent Authority shall be attached.)"	
8.	New Appendix for Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)	New Appendix	New Appendix -VI: Attached at Annexure-1
9.	RFP & NIT	Bid Due Date	04.04.2023 at 1500 Hrs
10		Opening of Technical BIDs at venue	05.04.2023 at 1530 Hrs

  
 (B. Shivprasad)  
 General Manager(T)

(To be on the letter head of the Bidder/ Each Member of the JV/Associates)  
Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules  
(GFRs)

To,

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Sub: BID for "Name of work....."

Dear Sir,

With reference to your RFP document dated \*\*\* \*\*, I, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors/Consultant from such countries; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020 and will not sub-contract any work to a contractor/Consultant from such countries unless such contractor/Consultant is registered with the said Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours faithfully,

Date:  
Place:

(Signature of the Authorised signatory)  
(Name and designation of the of the Authorised signatory)  
Name and seal of Bidder/Each Member of the Consortium

Notes:  
{Where applicable, evidence of valid registration by the Competent Authority shall be attached}  
In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

OM F. No. 6/18/2019-PPD, dated 23rd July 2020 along MoRT&H OM dt 04.08.2020 are enclosed herewith for ready reference.

