

National Highways & Infrastructure Development Corporation Limited

Consultancy services for Authority's Engineer for Supervision of Construction, Operation and Maintenance of 2-Lane bi-directional Zojila Tunnel with Parallel Escape (Egress) Tunnel excluding approaches on Srinagar-Leh Section connecting NH-1 at Km 95.00 and at Km 118.00 in the State of Jammu & Kashmir on EPC Basis.

Amendment No.-2

Sl No.	Clause	Existing Provision	Modified Provision (To be read as)
Request for Proposal (RFP):			
1.	ITC Clause 9	Consultants may apply either as a sole firm or forming Joint Venture with other consultants. In case of Joint Venture, the maximum number of Joint Venture partners is limited to 2 (i.e. one lead + 1 JV partners). Formulation of more than one JV/association with different partners for the same work is not allowed and all such proposal involving the firms shall be treated as non-responsive. If the consultant submits bids as sole applicant and also in JV/Association with another consultant, both bids shall be summarily rejected. No consultant shall submit more than one bid.	Consultants may apply either as a sole firm or forming Joint Venture with other consultants. In case of Joint Venture, maximum 3 (three) members will be permitted to form a JV which includes One Lead + Two JV partners <u>OR</u> One Lead + One JV partner + One Associate <u>OR</u> One Lead + Two Associates at the discretion of the prospective bidders. Formulation of more than one JV/association with different partners for the same work is not allowed and all such proposal involving the firms shall be treated as non-responsive. If the consultant submits bids as sole applicant and also in JV/Association with another consultant, both bids shall be summarily rejected. No consultant shall submit more than one bid.
2.	ITC Clause 10	The Applicant whether a sole applicant or lead member with joint venture(s) may include an Associate company also. The applicant shall submit a Memorandum of Understanding (MOU) with the Associate regarding the role and responsibilities of the Associate Company along with the proposal. Maximum numbers of key personnel of the associate firm during the RFP Proposal and implementation of contract is limited to 2. It is clarified that the restriction of staff to be proposed by Associate firm does not apply on Sub Professional Staff.	The Applicant shall submit a Memorandum of Understanding (MOU) with the Associate regarding the role and responsibilities of the Associate Company along with the proposal. Maximum numbers of key personnel of the associate firms during the RFP Proposal and implementation of contract is limited to 4 . It is clarified that the restriction of staff to be proposed by Associate firm does not apply on Sub Professional Staff.
3.	ITC Clause 11 (B)	Eligibility Criteria for partners in case of JV/Associates (not more than 1 JV partners shall be allowed) shall be as under: The lead partner must fulfil atleast 50% of requirements at 1(a) of table in para (A) above and other JV partner should fulfil atleast 30% of eligibility criteria as indicated at 1(a) of table in para (A) above. Also the lead partner and JV partner jointly	Eligibility Criteria for partners in case of JV/Associates shall be as under: The lead partner must fulfil atleast 50% of requirements at 1(a) of table in para (A) above and other JV partners should fulfil atleast 30% of eligibility criteria as indicated at 1(a) of table in para (A) above. Also the lead partner and JV partners jointly should meet the


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		should meet the eligibility criteria as specified at 1(a) Col. (ii) and Col. (iii) of table in para (A) [Experience of the firm in last 12 years] above. Lead partner should meet the criteria 1 (b) of table in para (A) above. The Associate partner must fulfil 25% of the required Annual Turnover as mentioned in para 1(a) Col. (iv).	eligibility criteria as specified at 1(a) Col. (ii) and Col. (iii) of table in para (A) [Experience of the firm in last 12 years] above. Lead partner should meet the criteria 1 (b) of table in para (A) above. The Associate partner must fulfil 25% of the required Annual Turnover as mentioned in para 1(a) Col. (iv).
4.	Clause 11 (A) ITC	To be added after the existing clause	Note: For qualification criteria, the cross-sectional area of the tunnel to be constructed in this project will be 95 sq m for unlined tunnel and 85 sq m for lined tunnel. The area of the completed/excavated tunnel will be calculated as per IRC SP:91:2010.
5.	Clause 4.5 (c) GCC	Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, (ii) For reason of death/extreme medical grounds, no reduction in remuneration shall be done. However, for the reason other than death/extreme medical ground, (i) for total replacement upto 33% of key personnel, remuneration shall be reduced by 10% (ii) for total replacement upto between 33% to 50%, remuneration shall be reduced by 15% and (iii) for total replacement upto between 50% to 66%, remuneration shall be reduced by 20% (iv) For total replacements beyond 66% of the key personnel the client shall initiate action of higher penalty/ termination/ debarment upto 2 years as considered appropriate. However, no reduction in the remuneration shall be applicable for the Key Personnel whose replacement is sought after he/she has been deployed for at least 50% of his/her scheduled Man-months. For the avoidance of doubt, Key Personnel replaced during negotiations or due to death/extreme medical grounds and those replaced after deployment of 50% of his/her scheduled Man-	Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, (ii) For reason of death/extreme medical grounds, no reduction in remuneration shall be done. However, for the reason other than death/extreme medical ground, (i) for total replacement upto 33% of key personnel, remuneration shall be reduced by 10% (ii) for total replacement upto between 33% to 50%, remuneration shall be reduced by 15% and (iii) for total replacement upto between 50% to 66%, remuneration shall be reduced by 20% (iv) For total replacements beyond 66% of the key personnel the client shall initiate action of higher penalty/ termination/ debarment upto 2 years as considered appropriate. However, no reduction in the remuneration shall be applicable for the Key Personnel whose replacement is sought after he/she has been deployed for at least 50% of his/her scheduled Man-months. For the avoidance of doubt, Key Personnel replaced during negotiations or due to death/extreme medical grounds and those replaced after deployment of 50% of his/her scheduled Man-months of construction period , shall not be counted under the total replaced Key Personnel.

		months, shall not be counted under the total replaced Key Personnel.					
6.	Clause 2.2.6 Sr. Geologist	a. ii)	Experience in major Tunnel construction/construction supervision Projects (Road/Rail/Metro) in Himalayan Region using NATM technology < 5 years - 0 5 years - 12 marks Add 1.5 marks extra for each additional year subject to maximum 3 (three) marks.	15	a. ii)	Experience in major Tunnel construction/construction supervision Projects (Road/Rail/Metro/Hydro) in Himalayan Region using NATM technology < 5 years - 0 5 years - 12 marks Add 1.5 marks extra for each additional year subject to maximum 3 (three) marks.	15
7.	Clause 2.2.4 Tunnel Safety Expert	I	General Qualification	25	I	General Qualification	25
			i) Post-Graduate in any discipline	20		i) <i>Graduation in Engineering (Any discipline) or</i> Post-Graduate in any discipline	20
8.	Clause 2.2.7 Tunnel Ventilation cum E&M Expert	Similar Capacity			Similar Capacity		
		b. i)	Experience as Tunnel Ventilation Expert or similar capacity in Construction Supervision/IC of major tunnel works(Road/Rail/Metro) < 7 years - 0 7 years - 10 marks Add 2.5 marks extra for each additional year of experience subject to maximum 10 (ten) marks.	20	b. i)	Experience as Tunnel Ventilation cum E&M Expert or similar capacity in Construction Supervision/IC of major tunnel works(Road/Rail/Metro) < 7 years - 0 7 years - 10 marks Add 2.5 marks extra for each additional year of experience subject to maximum 10 (ten) marks.	20
		b. ii)	Experience as Tunnel Ventilation Expert or similar capacity in construction supervision of tunnel (rail/road/metro) projects of minimum length of 4.29 km (Min 1 year experience in project) <3 projects - 0 3 projects - 10 Add 2.5 marks extra for each additional projects subject to maximum 5 (five) marks.	15	b. ii)	Experience as Tunnel Ventilation cum E&M Expert or similar capacity in construction supervision of tunnel (rail/road/metro) projects of minimum length of 4.29 km (Min 1 year experience in project) <3 projects - 0 3 projects - 10 Add 2.5 marks extra for each additional projects subject to maximum 5 (five) marks.	15
		b. iii)	Experience as Tunnel Ventilation Expert or similar capacity in design/DPR of tunnel (rail/road/metro) projects of minimum length of 4.29 km (Min 1 year experience in project) <3 projects - 0 3 projects - 10 Add 2.5 marks extra for each additional projects subject to maximum 5 (five) marks.	15	b. iii)	Experience as Tunnel Ventilation cum E&M Expert or similar capacity in design/DPR of tunnel (rail/road/metro) projects of minimum length of 4.29 km (Min 1 year experience in project) <3 projects - 0 3 projects - 10 Add 2.5 marks extra for each additional projects subject to maximum 5 (five) marks.	15

9.	Tunnel Design Engineer	a. ii)	Experience of design/ project preparation/ preliminary study involving major Tunnel (Road/Rail/Metro) projects in developed countries <10 years - 0 10 years- 7 marks Add 1 mark extra for each additional year of experience subject to maximum 3 (three) marks.	10	a. ii) <i>International Experience of design/ project preparation/ preliminary study involving major Tunnel (Road/Rail/Metro) projects</i> <10 years - 0 10 years- 7 marks Add 1 mark extra for each additional year of experience subject to maximum 3 (three) marks.	10	
10.	Clause 6.4 (b)	As soon as practicable and not later than fifteen(15days)after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.			As soon as practicable and not later than fifteen (15days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (<i>for reimbursable items</i>), of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.		
11.	General	To be added			Civil contracts provision attached as “Annexure-I to Section 2”.		
12.	Appendix-O Clause 2.1	II	Average Annual Turnover (last three years) from consultancy business	2	II	Average Annual Turnover (last three years) from consultancy business	
		(i)	< Rs 55 crore: 0 marks		(i)	< Rs 98 crore : 0 marks	
		(ii)	=Rs 55- 65 crore: 1.5		(ii)	=Rs 98- 120 crore : 1.5	
		(iii)	Add for additional turnover 0.25 (zero point two five) mark for every Rs 10 crore above Rs 55 crore subject to maximum 0.5 marks.		(iii)	Add for additional turnover 0.25 (zero point two five) mark for every Rs 10 crore above Rs 120 crore subject to maximum 0.5 marks.	

(Provisions in Annexure-IA of Schedule-C of Civil Contract for Authority’s Engineer)

Annexure-IA

(SCHEDULE- C)

1. Facilities for the Authority and the Authority’s Engineer

The facilities to be provided for the Authority and the Authority’s Engineer, comprehending the Site Offices and Accommodation shall be as follows:

Table 1: Facilities for the Authority and the Authority’s Engineer to be provided by the Contractors

Offices	Accommodation for Authority Staff	Accommodation for Authority Engineer Staff
Core Office and Work Site offices	<ul style="list-style-type: none">- General Manager (GM):..... 1- Dy. General Manager (DGM).....2- Manager /Site Engineer.....6- Office Supporting Staff.....9- Visiting Officials5	<ul style="list-style-type: none">- Team Leader (T/L): 1- Other Key Experts 7- Sub-Professional Staff 7- Office Supporting Staff..... 9- Visiting Experts3

Note (1): Site Office: The layout shall be prepared by the Contractor and submitted for review and approval by the Authority’s Engineer/ Authority. The locations shall be confirmed by the Authority’s Engineer/ Authority.

Note (2): Accommodation: Depending upon the Authority’s Engineer/ Authority’s acceptance, rental of existing buildings by contractor for use of Authority and Authority Engineer will be allowed depending the proximity of the works to the nearby cities or towns, and comfortability.

1.1 Site Office for the Authority and the Authority’s Engineer



1.1.1 Construction of Site Offices

The basic layout of each site office shall be prepared by the Contractor and submitted to the Authority's Engineer for review and respective acceptance.

The building shall comply with India's applicable specifications for architectural and structural works for buildings.

a. Basic Layout

The layout shall be prepared in accordance with the number of staff shown in Table-1 to accommodate properly the following (note: the plan area shown below is the minimum requirement to be considered):

(1) Core Office – Office Type 1:

- Minimum Area: 200 sqm for Authority, 150 sqm Authority Engineer and 150 sqm common area.
- The tentative area requirements are given below:
 - (i) One office room for Team Leader25 sqm
 - (ii) One office room for the GM, NHIDCL.....25 sqm
 - (iii) Office room for DGM, NHIDCL.....20 sqm each
 - (iv) Office room for Other Key Experts of AE 15 sqm
 - (v) One office room for Manager/Site Engineer of Authority 50 sqm
 - (vi) One office room for Sub-Professional Staff of AE..... 50 sqm
 - (vii) One Meeting/Conference Room (Common) 40 sqm
 - (viii) One reception/administration office room (Common) 50 sqm
 - (ix) One office room for working tables..... 20 sqm
 - (x) 2 kitchen (Pantry) plan area well equipped with sink, draining board, cupboards, shelving, etc. 10 sqm each
 - (xi) Male (3) and Female (1) toilets with shower and wash-hand basin facilities for the sole use of the Authority's representative, International Experts, National Experts, and administration staff (office manager and secretaries) 4 units
 - (xii) Male (2) toilets for Sub-Professional and Supporting staff 2 units

(xiii) Corridor for connecting all rooms (approx..60 sqm)2m width

(xiv) Parking for the vehicles used by the Authority and Authority's Engineer and visitor's vehicles 12 veh.

(2) Site Office – Office Type 2: (to be provided at all work sites i.e. both portals, three shaft locations and plant area)

b. Basic Requirements

- (i) The Contractor shall, not later than 15 days after the starting date, submit full details of the Design Drawings to the Authority's Engineer, including floor plans, elevations, construction principles and materials, before commencing the erection of the facilities.
- (ii) The Contractor shall be responsible for raising the ground (if necessary), grading and drainage in the vicinity of the building(s), with suitable access and walkways. The Contractor shall construct a covered hard-standing parking area, for the exclusive use of the Authority's Engineer and his visitors and respective access road to the parking area. The access road shall be paved and hard enough in order to be transited even during heavy rains. Outside lighting shall be installed around the buildings and the parking area, and appropriate signs shall be erected to indicate the purpose of the facilities.
- (iii) All facilities shall conform to current fabrication standards for the required types. The facilities described above shall represent the minimum requirements. The Contractor shall provide all additional incidentals and necessary items, so that the facilities will be completely adequate and satisfactory in every respect for their intended use. Painting both the exterior and the interior shall be as agreed with the Authority's Engineer.
- (iv) The building shall be complete with all services connected with clean water supply by water bowser (including elevated water tank and the tower for capacity of 3,000 liters for Office Type 1), electricity and sewerage. Each room shall be provided with at least four electrical outlet sockets. All power shall be 220V-240V, 50Hz except where otherwise agreed by the Authority's Engineer. All rooms shall be illuminated by fluorescent lighting. Each toilet shall be provided with a flushing toilet and warm water hand washing and shower facilities and extractor fans.
- (v) Telephone services (minimum 3 telephone lines and 6 extension lines completed with equipment for the office), including international direct dialing shall be provided. In addition, extra lines shall be provided for facsimile and internet connections. Each office shall be equipped with a telephone connected to the main reception telephone.
- (vi) Offices and meeting rooms shall be air-conditioned. The air-conditioning may be either individual units or a central ducted system and shall be adequate to maintain temperature of neither be more than 24°C (dry bulb) nor less than 15°C. The noise level of the air-conditioning while working should be sufficiently low to allow normal voice level discussions to take place.
- (vii) Office rooms shall be capable of providing at all times environmental conditions suitable for the operation of specified electronic office equipment.

- (viii) The building shall be weather proof, fire protected, heat-insulated and secured. Windows shall give adequate light and ventilation and be protected with metal mosquito-proof gauze and have security bars and Venetian, or other approved sun blinds. Ceiling height above the floor level shall be at least 2.75 m. All internal walls shall be sound insulated. Floors shall be PVC tile covered. In toilets and other washing areas the floors shall have drains to assist cleaning.

1.1.2 Maintaining and Servicing of the Offices

- (i) The construction of the new office building including furnishings for the Authority and Authority’s Engineer shall be completed within 120 days since the date of commencement of the Contract and shall be equipped and maintained by the Contractor to the satisfaction of the Authority’s Engineer until 3 months after the issue of a Completion Certificate for the Works or such earlier time as instructed by the Authority’s Engineer whereupon the furniture shall be removed and any internal partition walls modified as required by the Authority’s Engineer.
- (ii) The Contractor shall provide all laborers, materials and equipment for maintaining and cleaning offices, furniture and fittings. The Contractor shall replace and/or restore, as directed, any facilities or parts thereof that become damaged, worn out, lost or stolen. The Contractor shall provide an adequate stock of all expendable and consumable items including refreshments, clean water supply and drinking water, paper towels, toilet rolls, soaps, washing up liquid, brooms/mops and shall ensure proper and continuing functioning of all components and parts of the facilities during the contract period.
- (iii) The Offices shall be provided with waste disposal material and these shall be emptied and disposed of daily by the Contractor.

1.1.3 Equipment and Expenses for Running-Off the Offices

The Contractor shall provide the following furniture and equipment to be used by the Authority’s Engineer at Site.

Table: Furniture and Equipment for Site Offices (each office)

Item	Unit	Quantity for Core office	Quantity for each of work site office	Remarks
Refrigerator (deodorizer and no-frost system)	unit	2	1	Office Type 1: 300liters’ minimum capacity
Deep Freezer	Unit	1	-	
Water Dispenser (19 liters capacity including bottles and 6 spares	set	4	2	Office Type 1

Item	Unit	Quantity for Core office	Quantity for each of work site office	Remarks
bottles/gallon)				
Electric Kitchen Stove	unit	2	1	Size and model shall be discussed
Electric Kettle	unit	2	1	
Diesel Generator Set	unit	1	-	Office Type 1: 125 KVA

1.2 Accommodation for the Authority and the Authority's Engineer Staff

1.2.1 Accommodation

(1) General

- (i) Immediately after the date for Commencement of Works, during the first 3 months or until the permanent installations are prepared and approved, the Contractor shall provide duly furnished rented houses as per the accommodation for all staff of the Authority and Authority's Engineer.
- (ii) The accommodation shall be equipped with security grilles and mosquito netting, and shall be fully furnished and equipped with new items by the Contractor to the satisfaction of the Authority's Engineer, including curtains, linen, blankets, glassware, cutlery, crockery and kitchen utensils.
- (iii) Each house shall be wired to permit the use of standby generators as well as mains for the supply of electricity. The generators shall be fitted with automatic starting switchgear if so directed by the Engineer. Covered, hard standing areas for positioning generators and storing fuel shall be provided.
- (iv) Each house designated for the Engineer's International Experts and National Experts shall be provided with one telephone line and internet connection. Telephone installation shall be made by the Contractor but the cost of calls shall be paid by the Authority's Engineer staff.
- (v) Each house shall be provided with a TV (including cable and satellite connection). The installation shall be made by the Contractor but the cost of calls shall be paid by the Authority's Engineer staff.
- (vi) Each house shall be provided with hot and cold water in the kitchen and the bathrooms.
- (vii) The Contractor shall provide watchmen for security purposes to the approval of the Authority's Engineer.

- (viii) The accommodation shall be available and ready for occupation within the number of days approved by the Authority's Engineer after the Commencement Date.
- (ix) In the event that the Contractor fails to provide the required accommodation within the time specified or subsequently agreed by the Authority's Engineer, the Contractor shall provide, at no cost to the Employer, suitable hotel accommodation until such time as the accommodation is ready for occupation.
- (x) When a house is no longer required by the Authority's Engineer, all furniture, fittings and equipment provided by the Contractor for that house shall become the property of the Contractor.

(2) Housing Types

(A). House for the Authority near to Core Office (GM, NHIDCL)

One residential accommodation, internal floor area approximately 100sqm comprising 1 x sitting room, 1 x dining room, 1 x bedroom with attached bathrooms, 1 additional bathroom, 1 x kitchen, 1 x office, 1 x veranda. Temperature control arrangements to the sitting room, dining room and bedrooms.

(B). Accommodation for the Authority near to Core Office (Other Staff: 1 per 1 person)

Bachelor's accommodation having internal floor area approximately 40 sqm (03 nos.) and other of 25 sqm with attached bathrooms.

(C). Team Leader (Authority's Engineer)

One residential accommodation, internal floor area approximately 100sqm comprising 1 x sitting room, 1 x dining room, 1 x bedroom with attached bathrooms, 1 additional bathroom, 1 x kitchen, 1 x office, 1 x veranda. Temperature control arrangements to the sitting room, dining room and bedrooms.

(D). Other Key Experts and Sub-Professional/Supporting Staff

Bachelor's accommodation having internal floor area approximately 25 sqm with attached bathrooms.

Note: (1) All the residential accommodation must be fully furnished and shall have temperature control facility so that temperature is neither more than 24°C nor less than 15°C.

(3) Maintenance

- (i) The Contractor shall be responsible for supplying all utilities, including electricity (whether by mains or generator), water, timber for open fires, drainage and telephone services, and shall meet the cost of these services, except the cost of telephone calls.

- (ii) The Contractor shall maintain the accommodation, and all furniture, fittings and equipment, whether supplied by him or not, in good repair and to the satisfaction of the Authority's Engineer as long as such accommodation is occupied by the staff of the Authority & Authority's Engineer for the purposes of the Contract.

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