

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

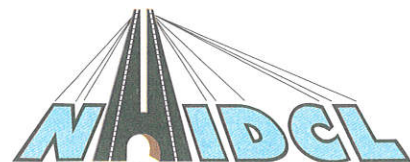
सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001

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BHARATMALA
ROAD TO PROSPERITY



NHIDCL
BUILDING INFRASTRUCTURE - BUILDING THE NATION
CIN: U45400DL2014GOI269062

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

ADDENDUM - I

Date: 16.12.2020


Name of Work: Consultancy services for Authority's Engineer for Supervision of "Construction and Upgradation of existing road on NH-510 between Rabangla to Gyalshing to 2-lane with paved shoulder configuration in the State of Sikkim under SARDP-NE Phase 'A' on EPC mode for (i) Km 32+500 to Km 33+600 (Package-III), (ii) Km 33+600 to Km 58+840 (Package IV), (iii) Km 58+840 to Km 75+000 (Package V) & (iv) Km 75+000 to Km 90+210 (Package VI)" (2nd Call)

Tender Reference No: NHIDCL/AE/Sikkim/NH-510/2020

Tender ID : 2020_NHIDC_595414_1

S.No.	Reference Item	Modified Provisions
1.	In the RFP, Section-7: 'GENERAL CONDITIONS OF CONTRACT'; Clause 2.9 'Termination';	<p>Under Clause 2.9.1 (regarding Termination by the Client), the following clauses have been appended:</p> <p>"2.9.1.1 The Authority may, at its discretion, without terminating the contract and allowing the consultant to continue with the existing contract, place the consultant in the Negative List for any of the following reasons:</p> <ul style="list-style-type: none">(a) Failure to mobilize at site, the key personnel and sub-professional staff within the time frame of the Contract Agreement or as directed by the Authority.(b) Frequent replacement of key personnel.(c) Failure to deploy all key personnel as per the Contract Agreement.(d) Submission of incorrect / fake CV of personnel.(e) Failure to replace in reasonable time frame the key personnel who left the site or asked to be replaced by the Authority due to poor performance / unprofessional conduct.(f) Failure to establish site office and Bio-metric attendance system.(g) Failure to review the designs and drawings and other submissions of EPC Contractor in time.(h) Failure to examine and recommend release of payments due to the Contractor, EOT and COS proposals, termination payment etc as per the Contract Agreement or as per the instructions issued by the Authority from time to time.(i) Incorrect / inaccurate assessment of COS proposals / estimates and termination /final payment.(j) Not ensuring quality of works as per the specifications and standards.(k) Not conducting requisite tests as per the provisions of the Contract Agreement.(l) Not submitting Monthly Inspection Report in time and as per the format in the Contract Agreement.

		<p>(m) Failure to suspend whole or part of the work, if the work threatens the safety of users and pedestrians.</p> <p>(n) Failure to submit the completion and / or the Provisional Completion Certificate in time.</p> <p>(o) Failure to inspect the site by the key personnel on a regular basis.</p> <p>(p) Failure to inspect the site to comply with the maintenance requirements during construction period and during the maintenance period.</p> <p>(q) Failure to comply with any other conditions of TOR and any other lawful directions of the Authority.</p> <p>Provided that, the Authority shall issue a notice giving 15 days time to the consultant before placing them in the 'Negative List' and upon evaluation of reply, if any, shall take a final decision. Such notice shall not be issued without the approval of an office below the rank of an Executive Director.</p> <p>Provided, upon satisfactory action on the matter for which the Consultant was placed in the list, the Competent Authority may allow the name of the Consultant to be removed from the 'Negative List'.</p> <p>2.9.1.2 Consequence of placement in the Negative List:</p> <p>"The Consultant to include all the JV partners and Associates and their related parties shall not be eligible to bid in any of the Authority's Consultancy contracts for a period of 2 years from date of being placed in the Negative List or till the completion of the ongoing consultancy service, or till removal from the Negative List whichever is earlier".</p>
2.	In the RFP, Section-7: 'GENERAL CONDITIONS OF CONTRACT'; Clause 2.9 'Termination'	<p>Under Clause 2.9 'Termination', the following clauses have been appended:</p> <p>2.9.7 DEBARMENT FOR FUTURE BIDS</p> <p>As a natural consequences of the termination, due to the Consultant's failure, the Consultant shall deemed to have been debarred for a period of 2 years and shall not be eligible to bid for any contract of the Authority either singularly or in a JV or its Related Parties.</p> <p><i>(Explanation: Such debarment shall be a natural consequence of termination. No separate Show Cause / proceeding shall be initiated for placing such contractor under debarment).</i></p>


(Vivekanand Jaiswal)
Dy. General Manager (T)