

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड  
National Highways & Infrastructure Development Corporation Ltd.

2023\_NHIDC\_734455\_1

17.02.2023

**Sub:** Consultancy Services as Authority's Engineer for Supervision of "Construction of Uni-Directional Singhpora-Vailoo Tunnel (Under Sinthan pass) and its approach road (of 2-lane with paved shoulder) on Sudhmahdev-Goha-Khellani-Kishtwar-Vailoo-Khanabal stretch (Design Length 38.61 Km including Uni directional twin tube Tunnel 10.331km/10.36 Km) on NH-244 in the Union Territory of Jammu and Kashmir on EPC mode."

Amendment No- III

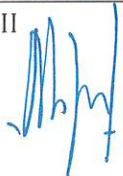
| S. No. | Clause and Description   | As Per RFP  |             |             |  |                                   | As per Amendment   |             |             |  |                                   |
|--------|--|---|-------------|-------------|--|-----------------------------------|--|-------------|-------------|--|-----------------------------------|
| 1.     | Eligibility criteria for sole applicant firm<br><br>Clause 16 A of RFP         | **Similar Category of project means Tunnel project having twin tubes (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric etc.) having at least 5 meter diameter for which RFP is invited. For this project experience of more than twin tubes (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric etc.) having at least 5 meter diameter also to be considered with a multiplication factor of 1.5. Experience of single tube tunnel (including tunnel(s) for roads/Railway /Metro rail/ irrigation/ hydro-electric etc.)having at least 5 m diameter will be considered with a multiplication factor of 0.4. |             |             |  |                                   | ** 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 5 meter 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 5 meter 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 5 meter diameter (each tube) or 4/6 lane highway tunnel also to be considered with a multiplication factor of 1.5. Experience of single tube tunnel (including tunnel(s) for Railway /Metro rail/ irrigation/ hydro-electric etc.)having at least 5 m diameter will be considered with a multiplication factor of 0.4. |             |             |  |                                   |
| 2.     | <u>Appendix-EC</u><br><br>Para 3.Evaluation Sheet 3.5 for Tunnel Safety Expert | S. No.  | Description | Max. Points | Reference/ Details of projects Claimed for self-assess | Marks self-assessed by the bidder | S. No.   | Description | Max. Points | Reference/ Details of projects Claimed for self-assess | Marks self-assessed by the bidder |

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|--------|------------------------|------------|---|------|--|------------------|---|------|--|
|        |                        |            |   | ment |  |                  |   | ment |  |
|        |                        | 1          | General Qualification   | 25   |  | 1                | General Qualification   | 25   |  |
|        |                        | l)         | Graduate in Civil/Mining Engineering or equivalent  | 21   |  | l)               | Graduate in Civil/Mining Engineering or equivalent  | 21   |  |
|        |                        | ll)        | Any professional Certification from a recognized / statutory body on safety/ health/ shot firer   | 04   |  | ll)              | Any professional Certification from a recognized/statutory body on safety/health/shot firer   | 04   |  |
|        |                        | 2          | Adequacy for the Project  | 70   |  | 2                | Adequacy for the Project  | 70   |  |
|        |                        |            | Total Professional Experience   |      |  |                  | Total Professional Experience   |      |  |
|        |                        | a i)       | <20 years - 0<br>20 years - 11 marks<br>Add 1 mark extra for each additional year of experience subject to maximum 4 (four) marks.  | 15   |  | a i)             | <20 years - 0<br>20 years - 11 marks<br>Add 1 mark extra for each additional year of experience subject to maximum 4 (four) marks.  | 15   |  |
|        |                        | A ii)      | Experience Tunnel (Road/Rail/Metro) Safety Works<br><10 years - 0<br>10 years - 11 marks<br>Add 1 mark extra for each additional year of experience subject to maximum 4 (four) marks.  | 15   |  | A ii)            | Experience Tunnel (Road/Rail/Metro) Safety Works<br><10 years - 0<br>10 years - 11 marks<br>Add 1 mark extra for each additional year of experience subject to maximum 4 (four) marks.  | 15   |  |
|        |                        | a iii)     | International exposure in tunnel safety works in developed countries<br><7 years - 0<br>7 years - 7 marks<br>Add 1 mark extra for each additional projects subject to maximum 3 (three) marks.  | 10   |  | a iii)           | International exposure in tunnel safety works in developed countries<br><7 years - 0<br>7 years - 7 marks<br>Add 1 mark extra for each additional projects subject to maximum 3 (three) marks.  | 10   |  |
|        |                        | b          | Experience in Similar Capacity  |      |  | b                | Experience in Similar Capacity  |      |  |
|        |                        | b i)       | Experience in similar capacity of Tunnel Safety Audits during construction stage of tunnel projects(Road/Rail/Metro) of minimum length of 4Km<br>< 2 projects - 0<br>2 projects - 15 marks<br>Add 1.25 mark extra for each additional projects subject to maximum 5 (five) marks. | 20   |  | b i)             | Experience in similar capacity of Tunnel Safety Audits during construction stage of tunnel projects(Road/Rail/Metro) of minimum length of 4Km<br>< 2 projects - 0<br>2 projects - 10 marks<br>Add 1.25 mark extra for each additional projects subject to maximum 5 (five) marks. | 15   |  |



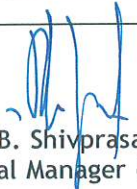
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|--------|---|--|---|------------|--|-----------------------------------|--|---|------------|--|-----------------------------------|--|
|        |   |  |   | b ii)      | Experience in similar capacity of Tunnel Safety Audits in design stage on tunnel projects (Road/Rail/Metro)<br>1 project - 8 marks<br>2 or more - 10 marks | 10                                |  |   | b ii)      | Experience in similar capacity of Tunnel Safety Audits in design stage on tunnel projects (Road/Rail/Metro)<br>1 project - 8 marks<br>2 or more - 10 marks | 10                                |  |
|        |   | C)   | Experience in construction of major tunnel projects (Road/Rail/Metro) using<br>1 project - 3 marks<br>Add 1 mark extra for each additional projects subject to maximum 2 (two) marks. | 5          |  |                                   | C)   | Experience in construction of major tunnel projects (Road/Rail/Metro) using<br>1 project - 3 marks<br>Add 1 mark extra for each additional projects subject to maximum 2 (two) marks. | 5          |  |                                   |  |
|        |   | 3  | Employment with the Firm<br><1 year- 0<br>1 year - 3 marks<br>Add 0.5 marks for each subsequent year subject to maximum 2 marks   | 5          |  |                                   | 3  | Employment with the Firm<br><1 year- 0<br>1 year - 3 marks<br>Add 0.5 marks for each subsequent year subject to maximum 2 marks   | 5          |  |                                   |  |
|        |   | <b>Total :</b>   |   |            | <b>100</b>   |                                   |  | <b>Total :</b>  |            |  | <b>100</b>                        |  |
|        |   | Note.... above.  |   |            |  |                                   | Note : ..... above.  |   |            |  |                                   |  |
| 3.     | Datasheet Sr. No. 10 (i): Sub Criteria for Relevant Experience of the firm for the assignment | Average ....   |   |            | ...  |                                   | Average ....   |   |            | ...  |                                   |  |
|        |   | Nos of Highway* & Tunnel** Professionals with the firm * .....   |   |            | ...  |                                   | Nos of Highway* & Tunnel** Professionals with the firm * .....   |   |            | ...  |                                   |  |
|        |   | Experience .....   |   |            | ...  |                                   | Experience .....   |   |            | ...  |                                   |  |
|        |   | Experience in DPR .....  |   |            | ....   |                                   | Experience in DPR .....  |   |            | ....   |                                   |  |
|        |   | In hand DPRs for Authority (Ministry /NHAI/NHIDCL -As applicable) Tunnel Projects (presently under progress) |   |            | 10   |                                   | In hand DPRs for Authority (Ministry /NHAI/NHIDCL/ International Government Authorities Projects) Tunnel Projects (presently under progress) |   |            | 10   |                                   |  |
|        |   | Experience .....   |   |            | ....   |                                   | Experience .....   |   |            | ....   |                                   |  |
|        |   | Experience .....   |   |            | ....   |                                   | Experience .....   |   |            | ....   |                                   |  |
| 4.     | Appendix EC 1.Evaluation Criteria for assessment of Experience of the Firm                    | S.No.  | Description   | Max. Marks | Reference/Details of projects Claimed for self-assessment  | Marks self-assessed by the bidder | S.No.  | Description   | Max. Marks | Reference/Detai ls of projects Claimed for self-assessment   | Marks self-assessed by the bidder |  |
|        |   | 5  | In hand DPRs of highways/bridge/Tunnel Projects for Authority (Ministry /NHAI/NHIDCL-As applicable) Tunnel Projects (presently  | 07         |  |                                   | 5  | In hand DPRs for Authority (Ministry /NHAI/NHIDCL// International Government Authorities Projects) Tunnel Projects (presently   | 07         |  |                                   |  |

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|--------|---|--|-----------------|----|--|--|--|-----------------|----|--|--|
|        |   |  | under progress) |    |  |  |  | under progress) |    |  |  |
|        |   | 5.1  | <2              | 0  |  |  | 5.1  | <2              | 0  |  |  |
|        |   | 5.2  | 2-5             | 5  |  |  | 5.2  | 2-5             | 5  |  |  |
|        |   | 5.3  | >5              | 10 |  |  | 5.3  | >5              | 10 |  |  |
| 5.     | Para-9 of SECTION 1: INFORMATION TO CONSULTANTS | <p>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 Appendix B11 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:</p> <p>(a) If a Consultant withdraws its Proposal during the period of bid validity; or<br/> (b) If the Consultant fails to accept the Client’s corrections of arithmetic errors in the Consultant’s Proposal (if any); or<br/> (c) If the Successful Consultant fails to sign the contract agreement with the Client within the prescribed period; or<br/> (d) If the Successful Consultant fails to furnish the Performance Security within the stipulated time.</p> <p>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</p> |                 |    |  |  | <p>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 Appendix B11 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)(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:</p> <p>(a) If a Consultant withdraws its Proposal during the period of bid validity; or<br/> (b) If the Consultant fails to accept the Client’s corrections of arithmetic errors in the Consultant’s Proposal (if any); or<br/> (c) If the Successful Consultant fails to sign the contract agreement with the Client within the prescribed period; or<br/> (d) If the Successful Consultant fails to furnish the Performance Security within the stipulated time.</p> <p>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</p> |                 |    |  |  |



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|--------|--|---|--|
| 6.     | Para 4.1(iv) Preparation & Submission Of Applications Of Section 2: Letter Of Invitation To Consultant | Bid Security (for the amount given in section 1 of this document) in the form of a Bank Guarantee or Demand Draft and the format specified in this document;  | Bid Security (for the amount given in section 1 of this document) in the form of a <b>Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-bank Guarantee)</b> Bank Guarantee or Demand Draft and the format specified in this document;  |
| 7.     | <b>Performance Security</b><br>Clause 7.1 of LOI of section-2  | The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 3% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of [180+2] i.e. upto 2 months beyond the expiry of the Contract period of [182 Months]. The BG shall be in the format specified in Appendix H of draft contract form and furnished from Public Sector Banks or Scheduled Private Banks having the Net Worth of Rs 1,000/- crores or more as per the latest annual report of the bank, in favour of the Authority. The list of such banks is mentioned as below. The Authority reserves ..... | The successful consulting firm shall have to submit a Bank Guarantee (BG) for an amount of 3% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of [180+2] i.e. upto 2 months beyond the expiry of the Contract period of [180 Months]. <b>Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-bank Guarantee)</b> 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 Rs.1000 crore as per latest Annual Report of the Bank amongst the list of banks available at <b>NHIDCL website (https:// nhidcl.com/)</b> 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 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 or and not individually by the members. |
| 8.     | APPENDIX C-1: FINANCIAL PROPOSAL SUBMISSION FORM<br>Para-1   | We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes which we have estimated at (Amount in Words and Figures).   | We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes which we have estimated at (Amount in Words and Figures).<br><b>The percentage of overhead charges on the remuneration as mentioned in Serial no.1 of Appendix C-2( Summary of Cost) w.r.t. the professional staff shall be [Amount in words and figures].</b>   |

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|--------|---|--|---|
| 9.     | Clause 6.2 (b) (i) (2) of SCC   | Payment shall be released as per rates quoted in Appendix C3- Breakup of Local currency costs.   | Payment shall be released as per rates quoted in Appendix C3- Breakup of Local currency costs.<br>However, proof of remuneration paid to professional staffs in previous month shall be submitted alongwith current months's bill. The remuneration to professional staff shall be paid by the Authority's Engineer after adjusting overhead charges as mentioned in Appendix C-1 "Financial proposal submission form".   |
| 10.    | Section 7: Draft Form of Contract ; General Conditions of Contract Clause 6.2(d) Remuneration and Reimbursable Expenditures | Notwithstanding anything to the contrary stated in the GCC and SCC, it shall be mandatory to deploy the key personnel and sub-professional as per the Man- Months Input specified in the Terms of Reference.<br>Inadequate deployment of key personnel and sub-professional shall lead to deduction in the monthly payment as per following table. The key personnel and sub- professional shall be considered to be inadequately deployed if he/she is not present for atleast 90% of the time stipulated in the month, as per the Man Months Input in the Terms of Reference and the Deployment Schedule proposed by the firm. | Notwithstanding anything to the contrary stated in the GCC and SCC, it shall be mandatory to deploy the key personnel and sub-professional as per the Man- Months Input specified in the Terms of Reference.<br>Inadequate deployment of key personnel and sub-professional shall lead to deduction in the monthly payment as per following table. The key personnel and sub-professional shall be considered to be inadequately deployed if he/she is not present for atleast 90% (Except the leaves as specified in III. Special Conditions of Contract, IV. Appendices-Appendix E: Hours of work for Key Personnel) of the time stipulated in the month, as per the Man Months Input in the Terms of Reference and the Deployment Schedule proposed by the firm. |
| 11.    | Appendix E: Hours of Work for Key Personnel   | The Consultants Key ..... completion.  | The Consultants Key ..... completion.<br><b>In addition, casual leave for 12 days shall be permitted in a year to each key Personnel/ Sub-Professional with prior intimation to the Authority. Out of this, a maximum of 3 CLs can be availed either separately or together in a quarter and the period of the CLs would be counted as key Personnel/Sub-Professional being on duty.</b>  |
| 12.    | RFP   | Existing BOQ   | Modified BOQ  |

  
 (B. Shivprasad)  
 General Manager (T)