

National Highways & Infrastructure Development Corporation Limited

Subject: Consultancy Services for Preparation of Detailed Project Report for 2 laning with paved shoulder in the UT of Jammu & Kashmir and Ladakh (Package 4: Lamayuru-Leh).

Tender ID: 2020_NHIDC_594948_1

Amendment no. 2

Sr. No.	Reference section/clause no./ Annexure/items	Existing Provision			Modified Provision (To be read as)		
		Sl. No.	Description	Date & Time	Sl. No.	Description	Date & Time
1.	Clause 6, NIT, Page 4	5	Bid Due Date	07.12.2020 at 1100 Hrs	5	Bid Due Date	14.12.2020 at 1100 Hrs
		6	Opening of Technical BIDs at venue	08.12.2020 at 1130 Hrs	6	Opening of Technical BIDs at venue	15.12.2020 at 1130 Hrs
2.	Clause 10, DATASHEET, Page 10	The date, time and Address of proposal submission are Date : 07.12.2020 Time : 11:00 Hrs			The date, time and Address of proposal submission are Date : 14.12.2020 Time : 11:00 Hrs		
3.	Clause 6.1, Performance Security, page 16	The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee equivalent to 5% of the total contract value 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 in RFP. The Authority reserves the right to add or remove any of names bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to 5% of the total contract value towards Performance Security valid for a period of three years beyond the date of completion of services, or end of civil works contract, whichever			The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee equivalent to 3% of the total contract value 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 in RFP. The Authority reserves the right to add or remove any of names bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to 3% of the total contract value towards Performance Security valid for a period of three years beyond		




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		earlier. The Bank Guarantee will be released by NHIDCL upon expiry of 3 years beyond the date of completion of services, or end of civil works contract, whichever earlier, provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued. However, if contract is foreclosed / terminated by NHIDCL at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of foreclosure / termination.	the date of completion of services, or end of civil works contract, whichever earlier. The Bank Guarantee will be released by NHIDCL upon expiry of 3 years beyond the date of completion of services, or end of civil works contract, whichever earlier, provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued. However, if contract is foreclosed / terminated by NHIDCL at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of foreclosure / termination.
4.	Clause 6.2, Performance Security, page 17	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 subject to maximum of 10% of the contract value. The BG shall be valid for a period of [8+2] months i.e. upto 2 months beyond the expiry of the Contract of [8] months. The other requirements of APS are same as those of Performance Security.	Deleted.
5.	Clause 2.1 of SCC, page 202	The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee equivalent to 5% of the total contract value 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 given in clause 6.1 of LOI. The Authority reserves the right to add or remove any of names bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to 5% of the total contract value towards Performance Security valid for a period of three years beyond the date of completion of services, or end of civil works contract, whichever earlier. The Bank Guarantee will be released by NHIDCL upon expiry of 3 years beyond the date of completion of services, or end of civil works contract, whichever earlier, provided rectification of	The consultant will furnish within 15 days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee equivalent to 3% of the total contract value 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 given in clause 6.1 of LOI. The Authority reserves the right to add or remove any of names bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted. In case of JV, the BG shall be furnished on behalf of the JV or by the lead member of the JVs for an amount equivalent to 3% of the total contract value towards Performance Security valid for a period of three years beyond the date of completion of services, or end of civil works contract, whichever earlier. The Bank Guarantee will be released by NHIDCL upon expiry of 3 years beyond the date of

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		errors if any, found during implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued. However, if contract is foreclosed / terminated by NHIDCL at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of foreclosure / termination.	completion of services, or end of civil works contract, whichever earlier, provided rectification of errors if any, found during implementation of the contract for civil work and satisfactory report by NHIDCL in this regard is issued. However, if contract is foreclosed / terminated by NHIDCL at Inception Stage, with no fault of Consultant, Performance Security shall be released within three months from date of foreclosure / termination.
6.	Clause 6.3 (d) of GCC, page 193	The Client shall cause the payment of the Consultants in Para 6.4 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Client of bills. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.	The Client shall cause the payment of the Consultants in Para 6.3 (b) above as given in schedule of payment within thirty (30) days after the receipt by the Client of bills. Interests at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
7.	Clause 9.4.4, GCC, page 197	The sole arbitrator selected pursuant to Clause 8.2.1 hereof shall be expert with extensive experience in relation to the matter in dispute.	The sole arbitrator selected pursuant to Clause 9.4.2 hereof shall be expert with extensive experience in relation to the matter in dispute.


B. Shivprasad
General Manager (T)
04.12.2020