

Corrigendum No. II

Name of Work: "Restoration/Rehabilitation of Imphal to Jiribam road of NH-37 (old NH-53) from Km 145.350 to Km 158.618 in the State of Manipur"

Sr. no.	Clause and Description	Existing Provision	Modified Provision
1.	New note added after Clause 2.2.2.3	-	Note: For all the certificates issued by Statutory auditor/Chartered Accountant for evaluation under para 2.2.2.2 and 2.2.2.3, the Authority will verify the figures uploaded on the UDIN portal using UDIN number and the figure on the portal will prevail over the figures in the certificate. In case, UDIN number is not mentioned in the certificate the same will not be considered for evaluation.
2.	2.2.2.3 (ii) of RFP	The Bidder shall have a minimum average Annual Turnover (updated to the price level of the year based on factors indicated in table below) of Rs. 11.94 crore for the last 5 (five) years financial years.	The Bidder shall have a minimum average Annual Turnover (updated to the price level of the year based on factors indicated in table below) of Rs. 8.95 crore for the last 5 (five) years financial years.
3.	2.2.2.3 (ii) Note of RFP	-	Note: The Statutory Auditor (SA) shall upload the information on UDIN portal and attach a copy of the certificate downloaded from the portal indicating net worth and turn over for each of the last five years.
4.	2.2.2.5 (i) of RFP	(i) Subject to the provisions of Clause 2.2.2 the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 2.2.2.6 (i) & (the "Eligible Projects"). In case the Bidder has experience across different	(i) Subject to the provisions of Clause 2.2.2 the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 2.2.2.6 (i) & (the "Eligible Projects"). In case the Bidder has experience across different

	<p>Bidder has experience across different categories, the experience for each category would be computed as per weight of following factors to arrive at its aggregated Eligible Experience:</p> <table border="1" data-bbox="917 492 1316 1086"> <thead> <tr> <th>Categ ory</th> <th>Project / Construction experience on Eligible Projects</th> <th>Factors</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project in highways sector that qualify under Clause 2.2.2.6 (i)</td> <td>1</td> </tr> <tr> <td>2</td> <td>Project in core sector that qualify under Clause 2.2.2.6 (i)</td> <td>0.70</td> </tr> <tr> <td>3</td> <td>Construction in highways sector that qualify under Clause 2.2.2.6 (ii)</td> <td>1</td> </tr> <tr> <td>4</td> <td>Construction in core sector that qualify under Clause 2.2.2.6 (ii)</td> <td>0.70</td> </tr> </tbody> </table>	Categ ory	Project / Construction experience on Eligible Projects	Factors	1	Project in highways sector that qualify under Clause 2.2.2.6 (i)	1	2	Project in core sector that qualify under Clause 2.2.2.6 (i)	0.70	3	Construction in highways sector that qualify under Clause 2.2.2.6 (ii)	1	4	Construction in core sector that qualify under Clause 2.2.2.6 (ii)	0.70	<p>categories, the experience for each category would be computed as per weight of following factors to arrive at its aggregated Eligible Experience:</p> <table border="1" data-bbox="917 1176 1316 1758"> <thead> <tr> <th>Categ ory</th> <th>Project / Construction experience on Eligible Projects</th> <th>Factors</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project in highways sector that qualify under Clause 2.2.2.6 (i)</td> <td>1</td> </tr> <tr> <td>2</td> <td>Project in core sector that qualify under Clause 2.2.2.6 (i)</td> <td>0.75</td> </tr> <tr> <td>3</td> <td>Construction in highways sector that qualify under Clause 2.2.2.6 (ii)</td> <td>1</td> </tr> <tr> <td>4</td> <td>Construction in core sector that qualify under Clause 2.2.2.6 (ii)</td> <td>0.75</td> </tr> </tbody> </table>	Categ ory	Project / Construction experience on Eligible Projects	Factors	1	Project in highways sector that qualify under Clause 2.2.2.6 (i)	1	2	Project in core sector that qualify under Clause 2.2.2.6 (i)	0.75	3	Construction in highways sector that qualify under Clause 2.2.2.6 (ii)	1	4	Construction in core sector that qualify under Clause 2.2.2.6 (ii)	0.75
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5	<p>2.2.2.6 (i) (c) of RFP</p>	<p>The capital cost of the project should be more than 10% of the amount specified as the Estimated Project Cost.</p>																														
6	<p>2.2.2.6 (ii) of RFP</p>	<p>For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, receipts of or work executed amount less than 10% of the Estimated Project Cost shall not be reckoned as receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract / EPC contract for the project. Further, the cost of land and also cost towards pre- construction activities (like shifting</p>																														


		of utilities etc.) shall not be included hereunder.	
7.	2.21.1 (a) Performance Security	(a) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee for an amount equal to 2% (two percent) of its Bid Price issued by the nationalized bank or a Scheduled Bank in India having a net worth of at least ₹ 1,000 crore (Rupees One thousand Crore), in favour of the Authority in the format at Appendix –VII. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. A scanned copy of the Bank Guarantee shall be uploaded on e-procurement portal while applying to the tender.	(a) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee for an amount equal to 3% (three percent) of its Bid Price issued by the Public Sector Banks or Scheduled Private Banks having the Net Worth of Rs 1,000/- crore or more as per the latest annual report of the bank, in favour of the Authority. The list of such banks is mentioned below. 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.
8.	2.21.1 (b) Performance Security	(i) If the Bid Price offered by the Selected Bidder is lower than 10% but upto 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder. (ii) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.	(i) If the Bid Price offered by the Selected Bidder is lower than 15% but upto 20% of the Estimated Project Cost, then the Additional Performance Security shall be 10% of the Bid Price offered by the selected Bidder. (ii) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be 20% of the Bid Price offered by the Selected Bidder.

9.	Section 7 Data Sheet	6. Performance Security: 2% (Two Percent) of its Bid Price.	10.	Appendix-IA Annex-IV Details of Eligible Projects	6. Performance Security: 3% (Three Percent) of its Bid Price.
11.	Appendix-IA Annex-IV Details of Eligible Projects, Instructions	7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to concession, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided	12.	Article 1 Definitions and Interpretations	7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to concession, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided alongwith the bid. "Bank Rate" means the standard rate at which Reserve Bank of India is prepared to buy or re-discount bills of exchange or other commercial paper eligible for purchase under the Reserve Bank of India Act 1934.
13.	Article-7 Clause 7.1 i) - (a) & (b)	(A) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Annex-1 of Schedule-G (the "Performance Security") for an amount equal to 2% (two percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Annex-1 of Schedule-G towards an Additional			(i) (A) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Annex-1 of Schedule-G (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and

	<p>Performance Security (the "Additional Performance Security") for an amount calculated asunder:</p> <p>(a) If the Bid Price offered by the Selected Bidder is lower than 10% but upto 20% of the estimated Project Cost, then the Additional Performance Security shall be calculated @20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder.</p> <p>(b) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.</p>	<p>unconditional guarantee from a Bank in the same form given at Annex-I of Schedule-G towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:</p> <p>(a) If the Bid Price offered by the Selected Bidder is lower than 15% but upto 20% of the Estimated Project Cost, then the Additional Performance Security shall be 10% of the Bid Price offered by the selected Bidder.</p> <p>(b) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be 20% of the Bid Price offered by the Selected Bidder.</p>
14.	Article-7 Clause 7.5 (v)	<p>v) The contractor may, upon furnishing an irrevocable and unconditional bank guarantee substantially in the form provided at Annex-II of Schedule - G, require the Authority to refund the Retention Money deducted by the Authority under the provisions of clause 7.5 (i) Provided that the refund hereunder shall be made in tranches of not less than 1% (one per cent) of the Contract Price.</p>
15.	Article-14 Clause 14.1 (i)	<p>(i) The Contractor shall maintain the Project Highway for a period of 5 (five) years, corresponding to the Defects Liability Period, commencing from the date of the Completion Certificate (the "Maintenance Period"). For the performance of its Maintenance obligations, the Contractor shall be paid:</p>

		<p>obligations, the Contractor shall be paid (if not included in the Schedule - H):</p>
<p>16. Article-14 Clause 14.1 (i) (e)</p>		<p>(e) For any other works: The contractor shall be paid at the rate of 0.50% of the contract price for the entire duration of maintenance period.</p>
<p>17. Article 19 Clause 19.10</p>	<p>BO = The official retail price of bitumen at the nearest refinery at [Panipat] on the Base Date.</p> <p>BI = The official retail price of bitumen at nearest refinery at [Panipat], on the first day of the month three months prior to the month to which the IPC relates.</p> <p>FO = The official retail price of high speed diesel (HSD) oil at the existing consumer pumps of Indian Oil Corporation ("IOC") in the State of [Haryana] on the Base Date.</p> <p>FI = The official retail price of HSD at the existing consumer pumps of IOC in the State of [Haryana] on the first day of the month three months prior to the "Restoration/Rehabilitation of Imphal to Jiribam road of NH-37 (old NH-53) from Km 145.350 to Km 158.618) in the State of Manipur" November 2020 Draft Concession Agreement Page 118 of 259 month to which the IPC relates.</p>	<p>Bo = The official retail price of bitumen at the nearest refinery at [.....] on the Base Date.</p> <p>Bi = The official retail price of bitumen at nearest refinery at [.....], on the first day of the month three months prior to the month to which the IPC relates.</p> <p>Fo = The official retail price of high speed diesel (HSD) oil at the existing consumer pumps of Indian Oil Corporation ("IOC") in the State of project location on the Base Date.</p> <p>Fi = The official retail price of HSD at the existing consumer pumps of IOC in the State of project location on the first day of the month three months prior to the month to which the IPC relates.</p> <p>Lo = The consumer price index for industrial workers for the wherein the project is being executed, published by Labour Bureau, Ministry of</p>

		<p>LO = The consumer price index for industrial workers for the [circle ****] in the State of Uttar Pradesh], published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called "CPI") for the month of the Base Date.</p>	<p>Labour, Government of India (hereinafter called "CPI") for the month of the Base Date.</p>
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Rajeev Sood
 Executive Director
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