

Subject: Up-gradation to 4-lane with Paved Shoulder of Jammu-Akhnoor road section of NH-144A from Ganesh Vihar (Km 6.000) to Hanuman chowk (Km 30.000) of 24 Km length in the state of Jammu and Kashmir to be executed on EPC basis.

Amendment No. 2

Sr. no.	Clause	Existing Provisions			Modified		
REQUEST FOR PROPOSAL (RFP)							
1	Section-I Introduction, 1.3 Schedule of Bidding Process	Existing RFP			Modified RFP as per circular dated 08.08.2018 and with extended bid due date		
		BID Due Date		13.09.2018 (1100 Hrs)	BID Due Date		20.09.2018 (1100 Hrs)
		Opening of Technical BIDs		14.09.2018 (1130 Hrs)	Opening of Technical BIDs		21.09.2018 (1130 Hrs)
		Declaration of eligible / qualified bidders		28.09.2018 (1130 Hrs)	Declaration of eligible / qualified bidders		05.10.2018 (1130 Hrs)
		Opening of Financial BID		05.10.2018 (11:30 Hrs)	Opening of Financial BID		12.10.2018 (1130 Hrs)
2.	NIT, Para no 03, Page no 4	Estimated Project Cost (in Crore)	Completion period	Maintenance period	Estimated Project Cost (in Crore)	Completion period	Maintenance period
		260.77	30 Months	4 Years	274.17	30 Months	5 Years

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Sr. no.	Clause	Existing Provisions			Modified		
		Projects Length in Km	Estimated Project Cost (Rs. in Cr.)	No. of Years for completion of work	Projects Length in Km	Estimated Project Cost (Rs. in Cr.)	No. of Years for completion of work
3.	Section-I, Introduction Clause 1.1.1	24	260.77	2.5 Years	24	274.17	2.5 Years
4.	Section-I, Introduction Clause 1.1.4	and Defect Liability Period, which shall be 4 (four) years from the date of completion of the project.			and Defect Liability Period, which shall be 5 (Five) years from the date of completion of the project.		
5.	Section-I, Introduction Clause 1.2.4	A Bidder is required to submit, along with its BID, a BID Security of Rs 2.60 Crore (the "BID Security"), refundable not later than 150 (One hundred & fifty) days from the BID Due Date..... Bidder from time to time. The BID shall be summarily rejected if it is not accompanied by the BID Security.			A Bidder is required to submit, along with its BID, a BID Security of Rs 2.74 Crore (the "BID Security"), refundable not later than 150 (One hundred & fifty) days from the BID Due Date..... Bidder from time to time. The BID shall be summarily rejected if it is not accompanied by the BID Security.		
6.	Section-2, Introductions to Bidders Clause 2.1.6	The Bidder shall deposit a BID Security of Rs 2.60 Crore (Rs Two Crore Sixty One Lakh only) in accordance with the provisions of this RFP. to the Authority, as per format at Appendix-II.			The Bidder shall deposit a BID Security of Rs 2.74 Crore (Rs Two Crore Seventy Four Lakh only) in accordance with the provisions to the Authority, as per format at Appendix-II.		
7	Section-2, Introductions to Bidders Clause 2.2.2.2 (i), Technical Capacity	For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 5 (five) financial years preceding the Bid such that the sum total thereof, as further adjusted in accordance with clause 2.2.2.5 (i) & (ii), is more than Rs 391.16 crore (Rs. Three Hundred Ninety One Crore Sixteen Lakh) (the "Threshold Technical Capacity").			For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 5 (five) financial years preceding the Bid such that the sum total thereof, as further adjusted in accordance with clause 2.2.2.5 (i) & (ii), is more than Rs 411.26 crore (Rs. Four Hundred Eleven Crore Twenty Six Lakh) (the "Threshold Technical Capacity").		



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8.	Section-2, Introductions to Bidders Clause 2.2.2.2 , Technical Capacity, (ii)	Provided that at least one similar work of 25% of Estimated Project Cost i.e. Rs 65.19 crore (Rs. Sixty Five Crore Nineteen Lakh) shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5.....span of the structure proposed in this project.	Provided that at least one similar work of 25% of Estimated Project Cost i.e. Rs 68.54 crore (Rs. Sixty Eight Crore Fifty Four Lakh) shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5.....span of the structure proposed in this project.
9	Section-2, Introductions to Bidders Clause 2.2.2.3 , Financial Capacity, (i) & (ii)	(i) The Bidder shall have a minimum Net Worth the “ Financial Capacity ”) of Rs 13.04 Crore (Thirteen Crore Four Lakh) at the close of the preceding financial year (ii) The Bidder shall have a minimum Average Annual Turnover (updated to the price level of the year indicated in table below) of Rs 52.15 Crore (Rs Fifty Two Crore Fifteen Lakh) for the last 5 (five) financial years.	(i) The Bidder shall have a minimum Net Worth the “ Financial Capacity ”) of Rs 13.70 Crore (Thirteen Crore Seventy Lakh) at the close of the preceding financial year (ii) The Bidder shall have a minimum Average Annual Turnover (updated to the price level of the year indicated in table below) of Rs 54.83 Crore (Rs Fifty Four Crore Eighty Three Lakh) for the last 5 (five) financial years.
10.	Section-2, Introductions to Bidders Clause 2.2.2.6, (ii), Eligible Experience on Eligible Projects.	(ii) For a project to qualify as an Eligible Project under Categories 3 and 4, the However, receipts of or work executed amount less than Rs 26.07 Crore (Rs Twenty Six Crore Seven Lakh) (like shifting of utilities etc.) shall not be included hereunder.	(ii) For a project to qualify as an Eligible Project under Categories 3 and 4, the However, receipts of or work executed amount less than Rs 27.42 Crore (Rs Twenty Seven Crore Forty Two Lakh) (like shifting of utilities etc.) shall not be included hereunder.
11	Section-2, Introductions to Bidders Clause 2.11, Technical Bid, (f)	(f) BID Security of Rs.2.60 Crore (Rs. Two Crore Sixty Lakh) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank (to be submitted physically as well);	(f) BID Security of Rs.2.74 Crore (Rs. Two Crore Seventy Four Lakh) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank (to be submitted physically as well);
12.	Section-2, Introductions to Bidders Clause 2.11.2 , (d)	(d) BID Security of Rs 2.60 Crore (Rs Two Crore Sixty Lakh) in the form of Original Bank Guarantee in the format at Appendix-II from a Scheduled Bank;	(d) BID Security of Rs 2.74 Crore (Rs Two Crore Seventy Four Lakh) in the form of Original Bank Guarantee in the format at Appendix-II from a Scheduled Bank;

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13.	Appendix IA, Letter Comprising the technical bid, Para no 20	20. I/ We offer a BID Security of Rs 2.60 Crore (Rupees Two Twenty Sixty Lakh only) to the Authority in accordance with the RFP Document	20. I/ We offer a BID Security of Rs 2.74 Crore (Rs Two Crore Seventy Four Lakh) to the Authority in accordance with the RFP Document
14.	Bank Guarantee for Bid security, Annexure-II,	<p>Para-1</p> <p>In consideration of you, National Highways & Infrastructure Development Corporation Limited, having its office..... to pay forthwith to the Authority an amount of Rs 2.60 Crore (Rupees Two Crore Sixty Lakh only) (hereinafter referred to as the "Guarantee") Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.</p> <p>Para-3</p> <p>We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this..... Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs 2.60 Crore (Rupees Two Crore Sixty Lakh only).</p> <p>Para 13</p> <p>For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs 2.60 Crore (Rupees Two Crore Sixty Lakh only). The Bank shall be liable to pay the said 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)].</p>	<p>Para-1</p> <p>In consideration of you, National Highways & Infrastructure Development Corporation Limited, having its office..... to pay forthwith to the Authority an amount of Rs 2.74 Crore (Rs Two Crore Seventy Four Lakh) (hereinafter referred to as the "Guarantee") Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.</p> <p>Para-3</p> <p>We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this..... Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs 2.74 Crore (Rs Two Crore Seventy Four Lakh)</p> <p>Para 13</p> <p>For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs 2.74 Crore (Rs Two Crore Seventy Four Lakh) The Bank shall be liable to pay the said 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)].</p>