

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

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

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India  
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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)

NHIDCL/ W. Bengal/ NH-717A/IVA/Balanced work/ 2021/1126

Date: 24.09.2021

To,

All the Prospective Bidders,

**Name of the work:** "Construction and up gradation of existing road to 2-lane with paved shoulder of Bagrakot-Kafer section of NH-717A from Km 0.000 to Km 13.000 on EPC basis under SARDP-NE Phase 'A' in the State of West Bengal (Package-IVA) - Balanced work".

**Tender Id:** 2021\_NHIDC\_646393\_1

Corrigendum No. 02

Sl. No.	Reference	Existing Provisions	Modified Provisions						
1	Clause 8.3(iv) of DCA	<p>In the event of withdrawal of Works under Clause 8.3 (iii) (a), the Contract Price shall be reduced by an amount equal to 90 (ninety) per cent of the value of the Works withdrawn and the Contractor shall not be entitled to any other compensation or Damages for the withdrawal of Works.</p> <p>Provided that if any Works are withdrawn after commencement of the Construction of such works, the Authority shall pay to the Contractor 110% (one hundred and ten per cent) of the fair value of the work done, as assessed by the Authority' Engineer.</p> <p>The parties expressly agree that the value of the Works withdrawn shall be determined from the details available in Schedule-H.</p> <p>In the event that it is impossible</p>	<p>In the event of withdrawal of Works under Clause 8.3 (iii) (a), the Contract Price shall be reduced by an amount equal to the percent of the value of the Works withdrawn as mentioned in the table below and the contractor shall not be entitled to any other compensation or damages for the withdrawal of works</p> <table border="1"><thead><tr><th>Value of the works withdrawn</th><th>Percentage of value of works to be reduced from the contract price</th></tr></thead><tbody><tr><td>Upto Rs. 100 Cr.</td><td>90%</td></tr><tr><td>More than Rs. 100 Cr.</td><td>Rs. 90 Cr. Plus 95% of the amount greater than Rs. 100 Cr.</td></tr></tbody></table> <p>Provided that if any Works are</p>	Value of the works withdrawn	Percentage of value of works to be reduced from the contract price	Upto Rs. 100 Cr.	90%	More than Rs. 100 Cr.	Rs. 90 Cr. Plus 95% of the amount greater than Rs. 100 Cr.
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Upto Rs. 100 Cr.	90%								
More than Rs. 100 Cr.	Rs. 90 Cr. Plus 95% of the amount greater than Rs. 100 Cr.								

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		to determine the value from Schedule-H, then the value shall be determined in accordance with the provisions of Clause 13.2 (iii).	<p>withdrawn after commencement of the Construction of such works, the Authority shall pay to the Contractor 110% (one hundred and ten per cent) of the fair value of the work done, as assessed by the Authority' Engineer.</p> <p>The parties expressly agree that the value of the Works withdrawn shall be determined from the details available in Schedule-H. In the event that it is impossible to determine the value from Schedule-H, then the value shall be determined in accordance with the provisions of Clause 13.2 (iii).</p>
2	<b>Article 7 Cause 7.1.(i) of DCA</b>	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-I of Schedule-G (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price.....	Within 45 (Forty Five) 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-I of Schedule-G (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price.....
3	<b>Article 7 Clause 7.1(ii) of DCA and RFP Clause 2.21.3</b>	The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within 30 (thirty) days of receipt of Letter of Acceptance, in any case before signing of the Contract Agreement and the remaining Performance Security and Additional Performance Security, if any, shall be submitted within 30 days of signing of this agreement.	The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within 45 (Forty Five) days of receipt of Letter of Acceptance, in any case before signing of the Contract Agreement and the remaining Performance Security and Additional Performance Security, if any, shall be submitted within 30 days of signing of this agreement.
4	<b>RFP Clause 2.21.1</b>	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee issued by the Public Sector Banks or	Within 45 (Forty Five) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee issued by the Public Sector Banks or


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		Scheduled Private Banks or Small Finance 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.....	Scheduled Private Banks or Small Finance 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.....
5	Format of LOA	Modified LOA format has been enclosed as <u>Annex-1</u>	

**Note:** Rest of the provisions remain unchanged.

**Encl:** As above.

Yours Sincerely,

  
(V. Jaiswal),  
DGM(Tech)

SAMPLE

Original/Duplicate

No. ....

Dated .....

To,

M/s .....

.....,

.....,

.....,

.....,

Email:- .....

(Kind Attention : Mr. ...., Authorized Signatory)

Subject: .....(Name of Work).....- Letter of Acceptance (LOA)-Reg.

Reference: Your bid for the subject work dated .....

Sir,

This is to notify you that your Bid dated ..... for execution of the work of ".....(Name of Work).....", at your quoted bid price amounting to Rs ..... /- (Rupees .....Only) (Excluding GST) has been determined to be the lowest evaluated bid and is substantially responsive and has been accepted.

2. You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed in Section-7 the RFP.

3. You are also requested to furnish Performance Security for an amount of Rs. .... /- (Rupees ..... Only) and Additional Performance Bank Guarantee of Rs. .... /- (Rupees .....Only) as per Clause 2.21.1 of the RFP within 45 (forty five) days of receipt of this Letter of Acceptance (LOA).

4. You have option to provide 50% of the Performance Security and 50% of the Additional Performance Security, within 45 (forty five) days of receipt of Letter of Acceptance and sign the Contract Agreement. The remaining Performance Security and Additional Performance Security can be submitted within 30 days of signing of the agreement. For the remaining Performance Security and Additional Performance Security, you may seek extension of time for a further period upto 60 days by paying the Damages upfront along with the request letter seeking the extension in accordance with Clause 2.21.4 of RFP.

5. In case of failure of submission of Performance Security, Additional Performance Security and Damages (if applicable) as brought out above, the award shall be deemed to be cancelled and/or you will be debarred from participating in the future projects of NHIDCL, for a period of one year.

6. It may also be noted that, in case of failure to submit atleast 50% of the Performance Security and 50% of the Additional Performance Security, within 45 (forty five) days of Letter of Acceptance, the LOA shall be withdrawn and action shall be taken as per RFP.

Yours faithfully,

(.....)  
Executive Director (T)

Copy to :

(i) ED(P)-..... : For information

Accepted by

Name of the Authorized

Person: \_\_\_\_\_

(For and on behalf of M/s.....)