

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

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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)

Corrigendum/Addendum-I

NHIDCL/Tripura/NH-108B/Agartala-Khowai (Pkg-II)/2020/

Date: 16 .12.2020

Subject: Rehabilitation and Upgradation of road from design km 19.300 to km 31.300 (Total length: 12.000 km) of Agartala – Khowai section on NH 108 B to two lane with paved shoulder in the state of Tripura on EPC basis (Package-II).

Reference: Notice Inviting Tender (NIT) dated 20.11.2020

The Bid Due date of the tender (NIT) has been extended from 19.12.2020 to **30.12.2020, 1100 hrs IST**; Opening of Technical bid has been extended from 21.12.2020 to 31.12.2020, 1500 hrs IST.

2. The following modifications w.r.t Request For proposal (RFP), Draft Contract Agreement (DCA) and Technical Schedules are hereby issued:

Sl No	Tender Document/ Clause no	Existing clause	Revised clause
1	RFP/ 2.2.2.2 (v)	<p>1. The bidder is required to submit certificate as per the format given in Annexure – X of Appendix – IA.</p> <p>2. It is hereby clarified that the above clause no. 2.2.2.1 (d) will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended the line of credit or in which the Government of India is engaged in development projects. Updated list of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of Ministry of External Affairs.</p>	<p><i>To satisfy the qualification requirement under clause 2.2.2.2 (ii) & (iii), the bidder is required to submit a certificate from project owning department/corporations signed by Officer not below the level of Executive Engineer or equivalent.</i></p>

2	RFP/ 2.2.2.3 (ii)	<p>The Bidder shall have a minimum</p> <table border="1" data-bbox="451 421 967 555"> <tr> <th>Year</th> <th>1</th> <th>2</th> <th>3</th> <th>4</th> <th>5</th> </tr> <tr> <td>Up-dation factor</td> <td>1.00</td> <td>1.05</td> <td>1.10</td> <td>1.15</td> <td>1.20</td> </tr> </table> <p>Average Annual Turnover (updated to the price level of the year based on factors indicated in table below) of 15% (Fifteen percent) of the Estimated Project Cost for the last 5 (five) financial years.</p> <p>Note: The Statutory Auditor (SA) shall upload the information on UDIL 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</p>	Year	1	2	3	4	5	Up-dation factor	1.00	1.05	1.10	1.15	1.20	<p>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 15% (Fifteen percent) of the Estimated Project Cost for the last 5 (five) financial years.</p> <table border="1" data-bbox="1026 728 1469 862"> <tr> <th>Year</th> <th>1</th> <th>2</th> <th>3</th> <th>4</th> <th>5</th> <th>6</th> </tr> <tr> <td>Up-dation factor</td> <td>1.00</td> <td>1.05</td> <td>1.10</td> <td>1.15</td> <td>1.21</td> <td>1.25</td> </tr> </table> <p><i>*In case, the audited annual financial statements/accounts for the year-1 are not available and undertaking has been submitted duly endorsed by the statutory auditor is submitted then only year-6 will be considered.</i></p> <p>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.</p>	Year	1	2	3	4	5	6	Up-dation factor	1.00	1.05	1.10	1.15	1.21	1.25
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3	RFP/ 2.2.2.5 (iii) (b) I	<p>In case of projects executed by applicant under category 3 and 4 as a member of Joint Venture, the project cost should be restricted to the share of the applicant in the joint venture for determining eligibility as per provision under clause 2.2.2.2 (ii). Also, if the project has been executed by the applicant under category 3 and 4 as a sub-contractor, the project cost should be restricted to the approved sub-contract by Authority.</p>	<p>In case of projects executed by applicant under category 3 and 4 as a member of Joint Venture, the project cost should be restricted to the share of the applicant in the joint venture for determining eligibility as per provision under clause 2.2.2.2 (ii). Also, if the project has been executed by the applicant under category 3 and 4 as a sub-contractor, the project cost should be restricted to the approved cost of sub-contract by Authority.</p>																										



4	RFP/ 2.21.1(b)	<p>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 Appendix-VII towards an Additional Performance Security (the “Additional Performance Security”) for an amount calculated as under:</p> <ul style="list-style-type: none"> (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 3% 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 10% of the Bid Price offered by the Selected Bidder. (iii) This Additional Performance Security shall be treated as part of the Performance Security. 	<p>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 Appendix-VII towards an Additional Performance Security (the “Additional Performance Security”) for an amount calculated as under:</p> <ul style="list-style-type: none"> (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.
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			(iii) This Additional Performance Security shall be treated as part of the Performance Security.
5	RFP/ 2.21.2	The Performance Security shall be valid until 60(sixty) days after the Defects Liability Period	The Performance Security shall be valid until 60(sixty) days after the Defects Liability Period. The Additional Performance Security shall be valid until 28 (twenty eight) days after Project Completion Date.
6	RFP/ 2.21.3	The Selected Bidder has the option to provide 50% of the 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 , if any, shall be submitted within 30 days of signing of the agreement.	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 the agreement.
7	RFP/ 2.21.4	In the event the Selected Bidder fails to provide the remaining Performance Security as prescribed herein, it 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. The Damages shall be the sum calculated at the rate of 0.01% (zero point zero one per cent) of the Bid Price offered by the Selected Bidder for each day until the Performance	In the event the Selected Bidder fails to provide the remaining Performance Security and Additional Performance Security, if any, as prescribed herein, it 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. The Damages shall be the sum calculated at the rate of 0.01% (zero point zero one per

		Security, is provided in full as prescribed herein. The damages at full rate as given above shall be applicable even if a part of the Performance Security is provided.	cent) of the Bid Price offered by the Selected Bidder for each day until the Performance Security and Additional Performance Security, if any, is provided in full as prescribed herein. The damages at full rate as given above shall be applicable even if a part of the Performance Security and the Additional Performance Security is provided.
8	RFP/ 2.22	The agreement will be executed within 10 days of receipt of 50% Performance Security as per sub-clause 2.21 above.	The agreement will be executed within 10 days of receipt of 50% Performance Security and 50% of Additional Performance Security, if any, as per sub-clause 2.21 above.
9	DCA/ 7.1 (i) (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 3% of the Bid Price offered by the selected Bidder.	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.
10	DCA/ 7.1 (i) (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 10% of the Bid Price offered by the Selected Bidder.	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.

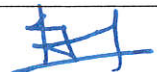
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11	DCA/ 7.1 (iv)	In case, the contractor's Cumulative Physical Progress based on the time phased distribution of the cost as per clause 10.1 (iii) D is less than 10% of the scheduled cumulative physical progress submitted than Additional Performance Security will be en-cashed and deposited into the joint account of NHIDCL and Contractor for further progress of work and achievement of milestone.	DELETED
12	RFP/ 2.1.14 (xiv)	-	Stands debarred by the Authority as a natural consequence of termination of any project / contract of the Authority.
13	RFP/ 2.1.14 (xv)	-	Has been placed in the Negative List of firms by the Authority for any reason including failure to deliver contract in time bound manner, abandoning the project without permission of the Authority, poor performance, penalties, missing targets or milestones, missing interim targets, inefficient execution of works, unethical practices, failure to abide by Integrity Pact or failure to follow any lawful directions given by the Authority.

14	RFP/ 2.1.15	<p>The bidder including individual or any of its JV member, who are either having 2 (two) on-going EPC Project(s) in NHIDCL or on-going Project(s) worth of ₹ 500 Crore (Awarded Cost) or more in NHIDCL, as on date of financial bid opening, shall not be eligible to bid for this Project (Issuance of LOA will be considered as on-going project).</p>	<p>The bidder including individual or any of its JV members or its related parties, who are already having two on-going EPC projects in NHIDCL or on-going projects worth Rs.500 cr. (awarded cost) or more in NHIDCL, as on the date of financial bid opening, shall not be eligible to bid for this project.</p> <p><i>Explanation:</i></p> <p>(i) An LOA issued for any project shall be counted as an on-going project.</p> <p>(ii) Projects having EPC cost of Rs. 25 Crores or less shall not be counted for this purpose.</p> <p>(iii) In case of a company, the Related Parties means Related Parties as defined in the Companies Act, 2013, and in case of a bidder other than a company, the Related Parties means bodies in which the bidder or its partners are partner, trustee or directors in other bodies whether incorporated or not.</p>
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			<p>To substantiate this, the bidder shall provide an undertaking giving list of all such related parties and projects being executed by the Related Parties in NHIDCL.</p> <p>A certificate in this regard from Statutory Auditor (with UDIN) shall also be provided by the bidder.</p>
15	DCA/ 23.1(v)	-	<p>As a natural consequence of the termination, due to the contractor's failure, the contractor shall deemed to have been debarred for a period of 2 years and shall not be able to bid any contract of the Authority either singularly or in a JV or its Related Parties.</p> <p>(Such debarment shall be a natural consequence of termination. No separate Show Cause / proceeding shall be initiated for placing such contractor under debarment).</p>
16	DCA/ 23.1(vi)	-	<p>The Authority may, at its discretion, without terminating the contract and allowing the</p>



			<p>contractor to continue with the existing contract(s), place the contractor(s) in the 'Negative List' for any of the following reasons:</p> <p>(a) Failure to achieve milestones proportionate to the encumbrance free ROW handed over;</p> <p>(b) Failure to achieve targets / interim targets duly communicated by the Authority or its officers;</p> <p>(c) Failure to mobilize machinery / manpower as per the direction of the Authority or its officers;</p> <p>(d) Inefficient and unsafe execution of work showing total disregard to public safety in construction zone and public convenience;</p> <p>(e) Showing total disregard to environmental laws, local laws and State / local administration concerns;</p> <p>(f) Showing total lack of ability (whether managerial /</p>
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			<p>technical) to execute projects of such size;</p> <p>(g) Failure to abide by any lawful direction of the Authority or its officers.</p> <p>(h) Failure of the Contractor to extend/replenish the Performance Security as per Contract Agreement;</p> <p>(i) Failure of the Contractor to maintain the Project Highway during Construction and/or after completion of work, during the maintenance period;</p> <p>(j) Failure of the Contractor to rectify defects/unsafe work within the time period as directed by Authority Engineer;</p> <p>(k) Subcontracting part or whole of the work without approval of Competent Authority;</p> <p>(l) Failure of the Contractor to fulfil its obligations as per Article 3 of Contract Agreement;</p> <p>Provided that, the Authority shall issue a notice giving 15 days time to the contractor before placing him in</p>
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			<p>the 'Negative List' and upon evaluation of reply, if any, shall take a final decision. Such a notice shall not be issued without the approval of an officer below the rank of Executive Director.</p> <p>Provided, upon satisfactory action on the matter for which the Contractor was placed in the list, the Competent Authority may allow the name of the Contractor to be deleted from the 'Negative List'.</p>
17	DCA/ 23.1(vii)	-	<p>Consequence of placement in the Negative List: "The contractor to include all the JV partners and their Related Parties shall not be eligible to bid in any of the Authority's contracts / projects for a period of 2 years from the date of placing in the Negative List or till the completion of the ongoing contract or removal of the Contractor from the Negative List, whichever is earlier".</p>
18	Schedule B/ Clause 2 (xi) (b)	-	<p>Crust composition provided in Typical cross-sections is</p>

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			minimum and indicative/illustrative in nature. The contractor has to be submit own design for execution of the work
19	Schedule B/ Clause 10	Special Requirement for Hill Roads: [Refer to the provision of relevant manual, site conditions and provisions of this agreement]	Special Requirement for Hill Roads: Turfing and Hydroseeding as per requirement of site conditions identified jointly with Authority Engineer. [Refer to the provision of relevant manual, site conditions and provisions of this agreement]
20	Schedule -J/ Clause 2(i)	Project Milestone-I shall occur on the date falling on the 256th day from the Appointed Date (the " Project Milestone- I ").	Project Milestone-I shall occur on the date falling on the 191st day from the Appointed Date (the " Project Milestone- I ").
21	Schedule -J/ Clause 3(i)	Project Milestone-II shall occur on the date falling on the 438th day from the Appointed Date (the " Project Milestone- II ").	Project Milestone-II shall occur on the date falling on the 328th day from the Appointed Date (the " Project Milestone- II ").
22	Schedule -J/ Clause 4(i)	Project Milestone-III shall occur on the date falling on the 621st day from the Appointed Date (the " Project Milestone- III ").	Project Milestone-III shall occur on the date falling on the 465th day from the Appointed Date (the " Project Milestone- III ").
23	Schedule-J/ Clause 5(i)	The Scheduled Completion Date shall occur on the 730 th day from the Appointed Date.	The Scheduled Completion Date shall occur on the 547 th day from the Appointed Date.

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