

**National Highways & Infrastructure Development Corporation Limited**

**Project Name:** Four laning of Kolasib - Sethawn section (Package-5) of NH-6 from Existing Chainage km 86+000 to km 107+850 (Design Chainage km 77+500 to km 95+500) on Silchar - Vairengte - Sairang road in the State of Mizoram under Bharatmala Pariyojna on EPC mode.

**Contract Package No.:** NHIDCL/Mizoram/NH-306&6/Package-5/2021-22

**Tender Id:** 2021\_NHIDC\_642778\_1

**Amendment No. 2**

Sl. No.	Reference/ clause no.	Existing Provision	Modified Provision (To be read as)
1.	Clause 2.21.1 (a) of RFP, Page no. 38	Within <b>30 (thirty) days</b> of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee .....be accepted.	Within <b>45 (Forty Five) days</b> of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee .....be accepted.
2.	Clause 2.21.3 of RFP, Page no. 39 & 40	The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within <b>30 (thirty) days</b> 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.	The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within <b>45 (Forty five) days</b> 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.
3.	Clause 7.1 (i) (A) of DCA, Page no. 55	Within <b>30 (thirty) days</b> of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee .....calculated as under:	Within <b>45 (Forty Five) days</b> of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee .....calculated as under:
4.	Clause 7.1 (ii) (A) of DCA, Page no. 55	The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within <b>30 (thirty) days</b> 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 <b>45 (Forty Five) days</b> 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.
5.	Clause 8.3 (iv) of DCA, Page no. 62	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.	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.



Sl. No.	Reference/ clause no.	Existing Provision	Modified Provision (To be read as)								
		<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. 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>	<table border="1"> <thead> <tr> <th>Value of the Works withdrawn</th> <th>Percentages of value of works to be reduced from Contract Price</th> </tr> </thead> <tbody> <tr> <td>Upto Rs. 100 Crore</td> <td>90%</td> </tr> <tr> <td>More than Rs. 100 Crore</td> <td>Rs. 90 Crore plus 95% of the amount greater than Rs. 100 Crore</td> </tr> </tbody> </table> <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. 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>	Value of the Works withdrawn	Percentages of value of works to be reduced from Contract Price	Upto Rs. 100 Crore	90%	More than Rs. 100 Crore	Rs. 90 Crore plus 95% of the amount greater than Rs. 100 Crore		
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6.	Appendix-VIII of RFP, Page no. 96	Modified Format of Letter of Acceptance (LOA) is attached as Annexure-I.									
7.	Clause 2.11.2 & 2.11.3 of RFP, Page no. 33 & 34	The Bidders are not required to submit the bid documents physically by date and time given in Data Sheet. Only the successful bidder has to submit the original documents physically before issue of LOA.									
8.	Data Sheet, Section-7, Page no. 48	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Event Description</th> <th>Existing Date</th> <th>Modified Date</th> </tr> </thead> <tbody> <tr> <td>5.</td> <td>Physical Submission of Bid Securing Declaration/POA etc</td> <td>[Upto 11:00 hrs IST on BID Opening Date]</td> <td>Only the successful bidder has to submit the original documents physically before issue of LOA.</td> </tr> </tbody> </table>	Sl. No.	Event Description	Existing Date	Modified Date	5.	Physical Submission of Bid Securing Declaration/POA etc	[Upto 11:00 hrs IST on BID Opening Date]	Only the successful bidder has to submit the original documents physically before issue of LOA.	
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(R. S. Puri)

General Manager (Technical)

Original/Duplicate

No. ....

Dated .....

To,

M/s .....

.....,

.....,

.....,

.....,

Email:- .....

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

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

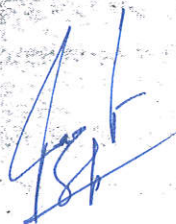
Reference: Your bid for the subject work dated .....

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.....)

