

National Highways & Infrastructure Development Corporation Limited

Project Name: Up-gradation to 2 lane with paved shoulders of Pawlang - Rulchawm section of NH-102B of Aizawl - Imphal Economic Corridor from Existing Chainage km 72.030 to km 104.129 including 2.459 km re-alignment section from Tuivawl River to Rulchawm connecting km 48.150 of NH-6 [Design Chainage km 68.170 to km 98.579] (Package-III) in the State of Mizoram under Bharatmala Pariyojna on EPC mode.

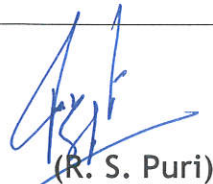
Contract Package No.: NHIDCL/Mizoram/NH-102B/Package-III/2021-22

Tender Id: 2020_NHIDC_638525_1

Amendment No. 5

Sl. No.	Reference/ clause no.	Existing Provision	Modified Provision (To be read as)		
1.	Clause 2.21.1 (a) of RFP, Page no. 35	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guaranteebe accepted.	Within 45 (Forty Five) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guaranteebe accepted.		
2.	Clause 2.21.3 of RFP, Page no. 36	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.	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 the agreement.		
3.	Clause 7.1 (i) (A) of DCA, Page no. 55	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guaranteecalculated as under:	Within 45 (Forty Five) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guaranteecalculated 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 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.		
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. 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	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. <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Value of the Works</td> <td>Percentages of value of works to be</td> </tr> </table>	Value of the Works	Percentages of value of works to be
Value of the Works	Percentages of value of works to be				

Sl. No.	Reference/ clause no.	Existing Provision	Modified Provision (To be read as)							
		<p>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 data-bbox="975 192 1222 271">withdrawn</th> <th data-bbox="1222 192 1513 271">reduced from Contract Price</th> </tr> </thead> <tbody> <tr> <td data-bbox="975 271 1222 349">Upto Rs. 100 Crore</td> <td data-bbox="1222 271 1513 349">90%</td> </tr> <tr> <td data-bbox="975 349 1222 510">More than Rs. 100 Crore</td> <td data-bbox="1222 349 1513 510">Rs. 90 Crore plus 95% of the amount greater than Rs. 100 Crore</td> </tr> </tbody> </table>	withdrawn	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	<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>
withdrawn	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									
6.	Appendix-VIII of RFP, Page no. 86	Modified Format of Letter of Acceptance (LOA) is attached as Annexure-I.								



(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 /- (RupeesOnly) (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. /- (RupeesOnly) 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.....)

