

Date: 06.07.2020

Package-IV - Improvement to 2 Lane with paved shoulder of NH-40 section from Km 131+820 to Km 151+330 (design Km 45+760 to Km 63+530) design length 17.77 km in the State of Meghalaya on EPC Mode under JICA loan Assistance

Tender ID - 2020_NHIDC_564158_1

Corrigendum-01

Sr No.	Reference	Corrigendum
1	Section-2 "Instruction to Bidders" Clause 2.2.2.6 (ii) of the RFP	<p>Clause 2.2.2.6, Eligible Experience on Eligible Projects in respect of each category, Para (ii) in the RFP shall be read as</p> <p>For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have received payments from its client(s) for construction works executed, fully or partially, or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer during the 5 (five) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received/ work executed, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, receipts of or work executed amount less than 10% of the estimated project cost shall not be reckoned as receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract / EPC contract for the project. Further, the cost of land and also cost towards pre-construction activities (like shifting of utilities etc.) shall not be included hereunder.</p>
2	Section-2 "Instruction to Bidders"	<p>Addition of Clause 2.1.20 "Clause Participation of Contractors in bidding process of NHIDCL"</p> <p>(i) The bidder including individual or any of its JV member, who are either having (two) ongoing EPC projects in NHIDCL or ongoing projects worth of Rs. 500/- Crore (Awarded Cost) or more in NHIDCL, as on date of Bid submission, shall not be eligible to Bid for this project (Issuance of LOA will be considered as ongoing projects).</p> <p>AND</p> <p>(ii) There are Projects from to section of NH.... (Design Change km to km.....) whose bids are invited together. The financial bids will be opened in sequence of project 1, 2, 3 & so on as the bidder including individual or any of its JV member can't have more than 2 projects in NHIDCL including already awarded projects or ongoing work as mentioned in Para (i) above. If a bidder is L1 in a project, it will be treated as awarded work for subsequent projects & accordingly the list of qualifying bidders will be modified before opening the financial bid. Bidders must submit an undertaking w.r.t the above details in the specified format as per Appendix VII.</p>



Details of Ongoing and Awarded Works in NHIDCL.

Details of Ongoing & Awarded (for which OLOA has been issued) works in NHIDCL (Ref. Clause 2.1.20 of Section 2 of RFP.)

Sr. No.	Name of the Work	Contract Price (In Cr.)	Appointed Date	Original Scheduled Completion Date	Progress as on Date	Likely Date of completion	Remarks, if any.

I/ We certify that all the information furnished above is true in all respect.

Name of the Bidder:

Signature of the Authorized Signatory:

Name of the Authorized Signatory:

Date:

Place:

3	Construction Period	Construction Period in complete RFP document uploaded online, Construction period wherever mentioned as for " 36 months " may now be read as " 24 months " in the RFP. Accordingly revised Schedule-J of DCA is attached herewith
4	Defect Liability Period	Defect Liability Period in complete RFP document uploaded online, Construction period wherever mentioned as for " 48 months (04 years) " may now be read as " 60 months " in the RFP.
5	New Addition	<p>Information to bidders as per Annexure-I of this Document.</p> <p style="text-align: center;">ANNEXURE-I</p> <p style="text-align: center;">INFORMATION TO BIDDERS</p> <p>Package-IV - Improvement to 2 Lane with paved shoulder of NH-40 section from Km 131+820 to Km 151+330 (design Km 45+760 to Km 63+530) design length 17.77 km in the State of Meghalaya on EPC Mode under JICA loan Assistance</p> <p>1. The prospective bidders are informed that the subject project is planned to be awarded by NHIDCL in the Financial year 2020-21. The sanction of the project by NHIDCL is in advance stage.</p> <p>2. Therefore, it may be noted that the bid due date is not likely to be extended.</p> <p>3. Bidders are advised to plan accordingly and submit their bids.</p>



Schedule-J

(See Clause 10.3.2)

PROJECT COMPLETION SCHEDULE**1. Project Completion Schedule**

During Construction period, the Contractor shall comply with the requirements set forth in this Schedule J for each of the Project Milestones and the **Scheduled Completion Date**. Within 15 (fifteen) days of the date of each Project Milestone, the Contractor shall notify the Authority of such compliance along with necessary particulars thereof.

2. Project Milestone-I⁵

2.1 Project Milestone-I shall occur on the date falling on the 180th (One hundred and eightith) day from the Appointed Date (the "**Project Milestone-I**").

2.2 Prior to the occurrence of Project Milestone-I, the Contractor shall have commenced construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 10% (ten per cent) of the Contract Price.

3. Project Milestone-II⁵

3.1 Project Milestone-II shall occur on the date falling on the 360th (Three hundred and Sixtith) day from the Appointed Date (the "**Project Milestone-II**").

3.2 Prior to the occurrence of Project Milestone-II, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 30% (thirty per cent) of the Contract Price.

4. Project Milestone-III⁵

4.1 Project Milestone-III shall occur on the date falling on the 545th (Five hundred and Forty Fifth) day from the Appointed Date (the "**Project Milestone-III**").

4.2 Prior to the occurrence of Project Milestone-III, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than 60% (sixty per cent) of the Contract Price.

5. Schedule Completion Date

5.1 The Scheduled Completion Date shall occur on the 730th (Seven Hundredth and Thirtieth) day from the Appointed Date.

5.2 On or before the Scheduled Completion Date, the Contractor shall have completed construction in accordance with this Agreement.

6. Extension of time

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.

⁵ If total project length is say 'L' km and the unencumbered length along existing road as handed over on the appointed date is 'L₁' km (including bypasses, re-alignment, structure etc.) and balance length i.e. 'L₂' km (L-L₁) is to be handed over on a later date as per the memorandum signed under provision of Clause 8.2.1 of the Contract Document, then the Project Milestone-I, II and III shall be linked to stage payment statement for amount in percentage of the contract price worked out on prorata basis for the 'L₁' km length handed over of balance length, the subsequent Project Milestone shall be linked to stage payment statement for amount in percentage of the total contract price.

For example:

If the date for Milestone-I and Milestone-II is 180th and 300th day from appointed date and balance 'L₂' km length is handed over after 300th day from appointed date, then the stage payment statement required for achieving Milestone-I and Milestone-II should be linked to Contract Price worked out on prorata basis for the L₁ km length [i.e. for Contract Price x L₁/L]. Subsequent Milestone i.e. Milestone-III will be linked to stage payment statement for amount in percentage of the total contract price. **In no case, there shall be any change in the schedule completion date unless extension of time has been granted by the Authority under Clause 10.3 and 10.5 of the contract agreement.**

In order for the above dispensation to come into operation, it is necessary that a suitable mechanism (like escrow account) is evolved between the parties to the effect that the payments released to the contractor under the above dispensation would be used for completion of the project in the first instance and shall be available to the Contractor only after meeting his project related commitments.

