

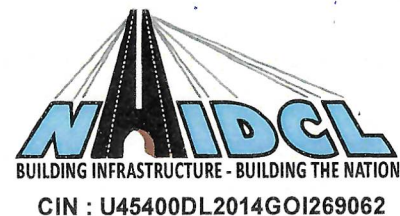
**REGIONAL OFFICE - PORT BLAIR**  
**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT**  
**CORPORATION LTD.**

(Ministry of Road Transport & Highways Government of India)

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A GOVT. OF INDIA UNDERTAKING

No. NHIDCL / RO / A&N / M&R / SR / N159 / 2021 / 381

Date: 16.10.2021

**Corrigendum-I**

Sub: Special Repairs, by Installation of W Metal Beam Crash Barrier (type-A), from 42+250 to Km 42+450 on NH-4 (LHS) near Aniket Village in the Union Territory of Andaman & Nicobar Islands on Item Rate Basis in the FY 2021-22- Reg.

Reference:

Tender Ref No.: NHIDCL/RO/A&N/FY 2021-22/05, dated 11.10.2021

Tender ID : 2021\_NHIDC\_652474\_1


With reference to the aforementioned tender ID, the modification in clauses of Tender are as under:

Sl. No	Reference of Tender Document	Existing Provision	Modified Provision
1.	Cl. 33.1, Section-II, RFP (pg-22 of 89)	Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of 5 (five) percent of the Contract Price, valid for the period of 28 days the date of completion of work plus additional security for unbalanced Bids in accordance with Clause 28.3 of ITB and sign the contract. The validity shall account for additional 3 months' time to account for BG verification, signing of contract and start date.	Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of 5 (five) percent of the Contract Price, <b>valid for the period of 28 days after the expiry of defect liability period of 09 (Nine) months</b> plus additional security for unbalanced Bids in accordance with Clause 28.3 of ITB and sign the contract. The validity shall account for additional 3 months time to account for BG verification, signing of contract and start date.
2.	Appendix to ITB, Cl. 4.4. B (b) (ii), Section-II, RFP (pg-23 of 89)	Total number of technical personnel = 3 nos	Total number of technical personnel = <b>1 nos</b>

3.	Form of Agreement, Section-IV, RFP (pg-41 of 89)	This agreement made the ... .. day of... .. 2020 between the National Highways & Infrastructure Development Corporation Ltd., New Delhi (hereinafter called "the Employer" of the one part and ... .. (here in after called "the Contractor") of the other part.	This agreement made the ... .. day of... .. 2021 between the National Highways & Infrastructure Development Corporation Ltd., New Delhi (hereinafter called "the Employer" of the one part and ... .. (here in after called "the Contractor") of the other part.
4.	Conditions of Contract, Section-V, RFP (pg-45 of 89)	The Defects Liability Period is Nil.	<p><b><i>The Defects Liability Period is 09 (nine) months calculated from the Completion Date.</i></b></p> <p><b><i>The Defects Liability Certificate is the certificate issued by Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.</i></b></p>
5.	Cl. 33, Conditions of Contract, Section-V, RFP (pg-52&53 of 89)	<p>Correction of Defects noticed during the Defect Liability Period.</p> <p>33.1 Deleted</p> <p>33.2 Deleted</p> <p>33.3 Deleted</p>	<p><b><u>Correction of Defects noticed during the Defect Liability Period.</u></b></p> <p><b><i>33.1 It is the terms of contract that Short Term Improvement and Maintenance of road shall be of very high standard, requiring no major repairs for at least nine (09) months after the date of completion of works.</i></b></p> <p><b><i>33.2 If any defects including settling, tilting, loosening of nut-bolts, any damages to nearby pavement due to poor quality of installation or any other faults appear in the work within nine months of "Taking over" certificate, the Engineer shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is for nine months thereafter. The Defects Liability shall be extended for as long as defects remain to be corrected.</i></b></p> <p><b><i>33.3 Every time notice of a defect is given, the Contractor shall correct the notified defect at his own cost within the length of time specified by the Engineer's notice. If the contractor is in default the Engineer shall cause the same to be made good by other workmen and deduct the expenses from any sums that may be due to the contractor.</i></b></p>

6.	Cl. 44.2, Conditions of Contract, Section-V, RFP (pg-55 of 89)	The security deposit/retention money and the performance security will be released to the Contractor when the work is over, and the Engineer has certified that the Defects, if any, notified by the Engineer to the Contractor before the end of this period have been corrected.	<i>The security deposit/ retention money and the performance security will be released to the Contractor when the Defect Liability period is over, and the Engineer has certified that the Defects, if any, notified by the Engineer to the Contractor before the end of this period have been corrected.</i>
7.	Cl. 52, Conditions of Contract, Section-V, RFP (pg-57 of 89)	Operating and Maintenance Manual 52.1 DELETED 52.2 DELETED	<u>Operating and Maintenance Manual</u> <i>52.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them within 10 days from date of issue of certificate of completion.</i> <i>52.2 If the Contractor does not supply the Drawings and/or manuals by the stipulated date or they do not receive the Engineer's approval, the Engineer shall withhold the amount equal to Rs.5 lakhs from payments due to the Contractor.</i>

**Note:** The rest of the provisions will remain unchanged

  
**M Ramkumaran**  
 Dy. General Manager (P)  
 RO-Port Blair