

Corrigendum No.-I

Name of Work: Construction of Moreh Bypass from Km 421.950 to Km 425.411 of NH-39 (Design Length=2.52 Km) near Indo-Myanmar border in the State of Manipur on EPC mode.

Sr. No.	Reference of RFP/DCA	Clause no.	Existing Provision	Modified Provision
1	Glossary	Agreement	As defined in Clause 1.1.5	As defined in Clause 1.1.4
2	RFP Section-2 Instructions to bidders	2.2.1 (c) (i)	Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 5% of its paid up and subscribed capital; or	<p>the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture.</p> <p>Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding</p>



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				shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
3		Cl. 2.2.2.4 (ii)	For requirement of 2.2.2.2 (ii), <b>one similar work of 40% of Estimated Project Cost</b> should have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5 individually by any of the JV members as a single work.	For requirement of 2.2.2.2 (ii), <b>one similar work of 25% of Estimated Project Cost</b> should have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5 individually by any of the JV members as a single work.
4	RFP Section-2 Instruction s to bidders	Cl. 2.7.1	<b>Appendices</b> IA. Letter comprising the Technical BID including Annexure I to VII IB. Letter comprising the Financial BID II. Bank Guarantee for BID Security III. Power of Attorney for signing of BID IV. Power of Attorney for Lead Member of Joint Venture V. Joint Bidding Agreement for Joint Venture	<b>Appendices</b> IA. Letter comprising the Technical BID including Annexure I to VII IB. Letter comprising the Financial BID II. Bank Guarantee for BID Security III. Power of Attorney for signing of BID IV. Power of Attorney for Lead Member of Joint Venture V. Joint Bidding Agreement for Joint Venture VI. Integrity Pact Format VII. Form of Bank Guarantee (For Performance Security) VIII. Format of LOA
5		Cl. 2.11.1	<b>Technical Bid (a) to (k)</b>	<b>Technical Bid (a) to (k)</b>  <b>Additional</b> (l) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed. (m) Copies of duly audited complete annual accounts of the Bidder or of each member (in case of Joint Venture) for preceding 5 years.

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6		Cl. 2.14.1.1	<p>It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC)(in the name of Authorized Signatory / Firm or Organisation) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link <a href="http://www.cca.gov.in">www.cca.gov.in</a>) to participate in e-tendering of MoRT&amp;H/NHA/NHIDCL/BRO/State Pwd.</p> <p>DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP or person executing/delegating such Appendix III in favour of Authorized Signatory. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC.</p>	<p>It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC)(in the name of Authorized Signatory / Firm or Organisation / Owner of the Firm or Organisation) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link <a href="http://www.cca.gov.in">www.cca.gov.in</a>) to participate in e-tendering of MoRT&amp;H/NHA/NHIDCL/BRO/State Pwd.</p> <p>DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP or person executing/delegating such Appendix III in favour of Authorized Signatory. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC. <b>In other cases, the bid shall be considered Non-responsive.</b></p>
7		Cl. 2.14.2.2	<p>The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the on-line submission of BID.</p>	<p>The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF or RAR format such that file size is not more than 30 MB) and uploaded during the on-line submission of BID.</p>
8		Cl. 2.20.1	<p>The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 1.2.4 hereinabove in the form of a bank guarantee issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. One thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days from the BID Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.</p> <p>In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank in India is required.</p>	<p>The Bidder shall furnish as part of its BID, a BID Security referred to in Clause 1.2.4 hereinabove in the form of a bank guarantee issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. One thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. <b>This Bank Guarantee shall be transmitted through SFMS Gateway to NHIDCL's Bank.</b> In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of</p>



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			Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. A scanned copy of the Bank Guarantee shall be uploaded on BIMMS while applying to the tender	India Act, 1934. A scanned copy of the Bank Guarantee shall be uploaded on BIMMS while applying to the tender.
9	RFP	Cl. 3.1.6.1 (a)	Technical BID is received online as per the format at Appendix-IA including Annexure I, IV, V;	Technical BID is received online as per the format at Appendix-IA including Annexure I, IV, V and VI (Bid Capacity format);
10	Section-3	Cl. 3.1.6.1 (c)	Technical Bid is accompanied by the BID Security as specified in <b>Clause 2.1.6 and 2.1.7;</b>	Technical Bid is accompanied by the BID Security as specified in <b>Clause 1.2.4 and 2.20;</b>
11	Evaluation of technical bids and opening & evaluation of	Cl. 3.3.5	After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to submit Performance Security and Additional Performance Security (if any) within the period prescribed/extended by Authority and then execute the Agreement within the period prescribed in Clause 1.3.	After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to submit Performance Security and Additional Performance Security (if any) within the period prescribed/extended by Authority and then execute the Agreement within the period prescribed in Clause 1.3. <b>The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.</b>
12	Financial bids	Cl. 3.3.6	-	<b>Authority shall return Bid Security of all bidders except L-1 and L-2 within 7 working days from opening of financial Bid subject to provision of Clause 2.1.12 (4). The bid security of L-2 bidder shall be returned within 7 working days of issue of LOA. The Authority shall be responsible to return the Bid Security, as above, and the bidders shall not be required to ask for the same.</b>
13	RFP Appendix IA	Cl. 7 (b)	I/We do not have any conflict of interest in accordance with <b>Clauses 2.2.1 (c) and 2.2.1 (d)</b> of the RFP document; and	I/We do not have any conflict of interest in accordance with <b>Clauses 2.2.1 (c) and 2.6.4</b> of the RFP document; and
14	RFP Appendix	Cl. 5 (b)	A copy of the Jt. Bidding Agreement, as envisaged in <b>Clause 2.1.15(g)</b> should be attached to the Application	A copy of the Jt. Bidding Agreement, as envisaged in <b>Clause 2.1.11(f)</b> should be attached to the Application.

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			Sl.	Name of Member	Role* {Refer Clause 2.1.15(d)} <sup>s</sup>	Share of work in the Project{Refer Clauses 2.1.15(a), (f) & (h)}	Sl.	Name of Member	Role* {Refer Clause 2.1.11(d)} <sup>s</sup>
15	IA Annex-I: Details of Bidder	Cl. 5 (c)							
16		Cl. 5 (d)	The following information shall also be provided w.r.t para 2.1.18 for each Member of the Joint Venture:			The following information shall also be provided w.r.t para 2.1.14 for each Member of the Joint Venture:			
17		Cl. 6 (b)	I/ We certify that we/ any of the JV partners do not fall in any of the categories of being a Non-Performing entity given at <b>Clause 2.1.18 (Section-2)</b> of Instructions to Bidders in the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and furnished the complete details at Annex-I (Sr. No. 6(b)).			I/ We certify that we/ any of the JV partners do not fall in any of the categories of being a Non-Performing entity given at <b>Clause 2.1.14 (Section-2)</b> of Instructions to Bidders in the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and furnished the complete details at Annex-I (Sr. No. 6(b)).			
18		Cl. 7 (b)	A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-compliance or contractual performance or contractual non-compliance in current projects, as on bid due date is given below (attach extra sheets, if necessary) <b>w.r.t. para 2.1.18.</b>			A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in current projects, as on bid due date is given below (attach extra sheets, if necessary) <b>w.r.t. para 2.1.14.</b>			
19	RFP Appendix-II Bank Guarantee for Bid Security	Cl. 1	In consideration of you, ****, having its office at ****, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of ..... and having its registered office at ..... (and acting on behalf of its JV) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **** ** Project on EPC			In consideration of you, ****, having its office at ****, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of ..... and having its registered office at ..... (and acting on behalf of its JV) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **** ** Project on EPC			

<sup>s</sup> All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant.

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20	DCA	Article 1	<p>context thereof include its/their executors, administrators, successors and assigns), for the Construction of 4-Lane Bridge over Irang River on Imphal- Jiribam road section (95.500Km) NH-37 (Old NH-53) in the State of Manipur on EPC basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of <b>Clause 2.1.6 read with Clause 2.1.7</b> of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. *** ** (Rupees ** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.</p>	<p>basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of <b>Clause 1.2.4 read with Clause 2.20</b> of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. *** ** (Rupees *** ** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.</p>
			<p><b>"Breach"</b> means and refers to the stage where either party fails to cure the defaults in spite of three cure period notices, which amounts to breaking of the agreement.</p>	Deleted

  
 (K C Bhatt)  
 DGM (T)