

National Highways & Infrastructure Development Corporation Limited

2021_NHIDC_642768_1

08 .09.2021

Sub: Construction of a 4 lane flyover with paved shoulder configuration along with service road from 4th Tawi bridge (D.Ch. 0.000) near Bhagwati chowk to Canal Head (D.Ch. 1.350) on Jammu-Akhnoor road section of NH-144A in UT of J&K on EPC mode.(P-I).

Amendment No-II

| S.N. | Clause and Description | As Per RFP | | As per Amendment | | | | | | | |
|------------------------------|---|---|--------------------------|--|--------------------------|------------------------------|---|--------------------|-----|-------------------------|--|
| 1 | NIT & RFP | Bid Due date | 09.09.2021 (1100 Hrs) | Bid Due date | 16.09.2021 (1100 Hrs) | | | | | | |
| | | Bid Opening date | 10.09.2021 (1130 Hrs) | Bid Opening date | 17.09.2021 (1130 Hrs) | | | | | | |
| 2. | Cl.8.3(iv) | <p>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8.3 (iii) (a), the Contract Price shall be reduced by an amount equal to 90 (ninety) per cent of the value of the Works withdrawn and the Contractor shall not be entitled to any other compensation or Damages for the withdrawal of Works.</p> <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Provided that if any Works are withdrawn after commencement of the Construction of such works, the Authority shall pay to the Contractor 110% (one hundred and ten per cent) of the fair value of the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The parties expressly agree that the value of the Works withdrawn shall be determined from the details available in Schedule-H. In the event that it is impossible to determine the value from Schedule-H, then the value shall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> | | <p>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Clause 8.3 (iii) (a), the Contract Price shall be reduced by an amount equal to the percent of the value of the Works withdrawn as mentioned in the Table below and the Contractor shall not be entitled to any other compensation or Damages for the withdrawal of works</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 5px 0;"> <thead> <tr> <th style="width: 50%;">Value of the Works withdrawn</th> <th style="width: 50%;">Percentages of value of works to be reduced from Contract Price</th> </tr> </thead> <tbody> <tr> <td>Upto Rs. 100 crore</td> <td style="text-align: center;">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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 (B.Shivprasad)
 General Manager (T)