

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001

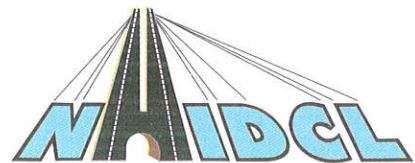
National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India

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BHARATMALA
ROAD TO PROSPERITY



BUILDING INFRASTRUCTURE - BUILDING THE NATION

CIN: U45400DL2014GOI269062

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

Corrigendum No. II

NHIDCL/Megh./N-R-K/Package-I/2020 | 2091

02.08.2021

To,

All prospective Bidders,

Sub: Rehabilitation and Upgradation of Nongstoin-Rambrai-Kyrshai road up to Meghalaya-Assam Border from km 0.335 to km 34.039 to 2-Lane under SARDP-NE "Phase-A" in the state of Meghalaya on EPC mode (Package-I)- **Modification in tender documents- reg.**

Ref: RFP dated 24.06.2021

Tender ID: - 2021_NHIDC_635452_1

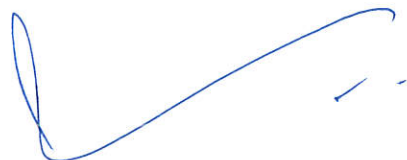
Sir/Madam,

Please find enclosed herewith, corrigendum I pertaining to the modification in the Tender details. The modified tender details are as follow:

Sl. No.	Tender Details	Existing Detail	Modified Detail
1		Plan & Profile	Modified Plan and Profile
2		Schedules	Updated Schedules
3	Article 9 – Utilities and Trees, Para 9.5 – Dismantling of Structures	The Contractor shall at its own cost dismantle the structures in the acquired lands including those on patta lands, abadi lands, assigned lands, etc. the compensation for which, was paid by the Authority to the land owners and the lands were handed over to the Contractor as per Schedule B-I	The Contractor shall at its own cost dismantle the structures in the acquired lands including those on patta lands, abadi lands, assigned lands, etc. the compensation for which, was paid by the Authority to the land owners and the lands were handed over to the Contractor.
4	Article 23 Clause (v)		As a natural consequence of the termination , due to the contractor's failure, the contractor shall deemed to have been debarred for a period of 2 years and shall not be able to bid any contract to bid any contract of the Authority either singularly or in a JV or its Related Parties. (Explanation: Such debarment shall be natural consequence of termination. No separate show cause / proceeding shall be initiated for placing such contractor under debarment).
5	Article 23 Clause (vi)		The authority may, at its discretion , without terminating the contract and following the contractor to continue with the existing contract(s), place the contractor(s) in the

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			<p>'Negative list' for any of the following reasons :</p> <ul style="list-style-type: none"> (a) Failure to achieve milestone proportionate to the encumbrance free ROW handed over (b) Failure to achieve targets/ interim targets duly communicated by the Authority or its officers; (c) Failure to mobilize machinery/ manpower as per the direction of the Authority or its officers; (d) Inefficient and unsafe execution of work showing total disregard to public safety in construction zone and public convenience; (e) Showing total disregard to environmental laws, local laws and State/ local administration concerns; (f) Showing total lack of ability (whether managerial / technical) to execute project of such size; (g) Failure to abide by any lawful direction of the Authority or its officers. (h) Failure of contractor to extend / replenish the performance security as per Contract Agreement. (i) Failure of contractor to maintain the project highway during construction and/ or after completion of work, during the maintenance period. (j) Failure of contractor to rectify defects/ unsafe work within the time period as directed by Authority Engineer. (k) Subcontracting part or whole of the work without approval of the Authority. (l) Failure of contractor to fulfill its obligation as per Article 3 of contractor of Agreement. <p>Provided that, the Authority shall issue a notice giving 15 days time to the contractor before placing them in the 'Negative list' and upon evaluation of reply, if any, shall take a final decision. Such a notice shall not be issued without the approval of an officer below the rank of Executive Director;</p> <p>Provided, upon satisfactory action on the matter for which the contractor was placed in the list, the Competent Authority may allow the name of the contractor to be removed from the 'Negative List'</p>
6	Article 23 Clause (vii)		<p>Consequence of placement in the Negative List:</p> <p>"The contractor to include all the JV partners and their Related parties shall not be eligible to bid in any of the authority's contracts/ project for a period of 2 years from the date of being placed in the negative list or till the completion of the ongoing contract or removal of the Contractor from the negative list, whichever is earlier.</p>



7	Section 7 (DATA SHEET)	Physical Submission of Bid Documents/POA etc. :- 09.08.2021 Bid Due Date :- 09.08.2021 Opening of Technical BIDs at venue 2.11.4 (i) : 10.08.2021	Physical Submission of Bid Documents/POA etc. 16.08.2021 Bid Due Date :- 16.08.2021 Opening of Technical BIDs at venue 2.11.4 (i) : 17.08.2021
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 (Vivekanand Jaiswal)
 Dy. General Manager (T)

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