

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
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National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Government of India

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(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Assam/NH-37/S-J/ Pkg-II-Part(1)/245930

Date: 28.02.2025

CORRIGENDUM-I

To

All Prospective Bidders,

Name of work: 4-Laning of Silchar (near Budha Nagar) at Existing Km 233.000 (D. Ch.24.560) to Jiribam at Existing km 212.060 (D. Ch. 37.650) of NH-37 (Length 13.09 km) in the State of Assam and Manipur under NH(O)-NE on Hybrid Annuity Mode (HAM) (Pkg-2).

(Tender ID: 2025_NHIDC_844564_1)

It is to inform all the prospective bidders that bid due date of the project work has been extended as per table given below:

Sr. No.	Event Description of NIT/RFP	Present dates	Modified dates
1.	Last Date of Request for Bid Documents	02.03.2025 Upto 1100 Hours IST	11.03.2025 Upto 1100 Hours IST
2.	Date of submission of Tender /Bid (online) - Bid Due Date	02.03.2025 Upto 1100 Hours IST	11.03.2025 Upto 1100 Hours IST
3.	Opening of Technical Bids at venue provided in Clause 2.11.4	03.03.2025 at 11.30 Hrs.	12.03.2025 at 11.30 Hrs.

2. Following provisions have also been modified/revised in the RFP/DCA, this is for the information of all the bidders:

SR. No.	Clause No.	Existing Clause	Modified Clause
1	NIT	Estimated Project Cost (excluding GST) - Rs.733.04 Cr.	Estimated Project Cost (excluding GST) - Rs.742.78 Cr.
2	Clause 1.1.1	Estimated Project Cost (excluding GST) - Rs.733.04 Cr.	Estimated Project Cost (excluding GST) - Rs.742.78 Cr.
3	1.2.4	A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 7.33 Crores (Rupees seven crore and thirty-three lakh only) (the "Bid Security"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) acceptable to the Authority, and in such event, the validity period of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with 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 and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of demand draft,	A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 7.43 Crores (Rupees seven crore and forty three lakh only) (the "Bid Security"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) acceptable to the Authority, and in such event, the validity period of Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with 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 and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of Account Payee demand draft, Banker's Cheque the same

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P-1/4

		the same shall be encashed by the Authority. The Insurance Surety Bond shall be verified from the specific portal created for this purpose. This Bank Guarantee (including e-Bank Guarantee) shall be transmitted through SFMS Gateway to NHIDCL's Bank. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.	shall be encashed by the Authority. The Insurance Surety Bond shall be verified from the specific portal created for this purpose. This Bank Guarantee (including e-Bank Guarantee) shall be transmitted through SFMS Gateway to NHIDCL's Bank. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
4	2.1.6	The Bidder shall deposit a Bid Security of Rs. 7.33 Crores (Rupees seven crore and thirty-three lakh only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security as Insurance Surety Bond as per the format at Appendix- VIII, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) acceptable to the Authority, as per format at Appendix-II. The Bidders shall also make online payment towards cost of bid document of Rs. 94,400/- (Rupees ninety-four thousand four hundred only) (Inclusive of GST @ 18%) transmitted online through facility provided by the IndusInd Bank to NHIDCL.	The Bidder shall deposit a Bid Security of Rs. 7.43 Crores (Rupees seven crore and forty-three lakh only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security as Insurance Surety Bond as per the format at Appendix- VIII, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) acceptable to the Authority, as per format at Appendix-II. The Bidders shall also make online payment towards cost of bid document of Rs. 94,400/- (Rupees ninety-four thousand four hundred only) (Inclusive of GST @ 18%) transmitted online through facility provided by the IndusInd Bank to NHIDCL.
5	2.2.2 A (iii)	collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1, such that the sum total of the above, as further adjusted in accordance with clause 3.4.6, is more than Rs. 733.04 Crore (Rupees seven hundred thirty-three crore four lakh only) (the "Threshold Technical Capability").	collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1, such that the sum total of the above, as further adjusted in accordance with clause 3.4.6, is more than Rs. 742.78 Crore (Rupees seven hundred forty-two crore seventy-eight lakhs only) (the "Threshold Technical Capability").
6	2.2.2 (AA)	Provided that at least one similar work of 20% of Estimated Project Cost Rs. 146.61 crore (Rs. one hundred forty-six crore and sixty-one lakh only) shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 3.4.1. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the estimated project cost.	Provided that at least one similar work of 20% of Estimated Project Cost Rs. 148.56 crore (Rs. one hundred forty-eight crore and fifty six lakh only) shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 3.4.1. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the estimated project cost.
7	2.2.2 (B)	Financial Capacity: The Bidder shall have a minimum Net Worth (the "Financial Capacity") of Rs. 109.96 Crore (Rupees one hundred nine crore and ninety-six lakh only) at the close of the preceding financial year	Financial Capacity: The Bidder shall have a minimum Net Worth (the "Financial Capacity") of Rs. 111.42 Crore (Rupees one hundred eleven crore and forty-two lakh only) at the close of the preceding financial year
8	2.11.1 (i)	BID Security of Rs 7.33 Crores (Rupees seven crore and thirty-three lakh only) in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix-VIII), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) in the format at Appendix-II from a Scheduled Bank.	BID Security of Rs. 7.43 Crores (Rupees seven crore and forty-three lakh only) in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix-VIII), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) in the format at Appendix-II from a Scheduled Bank.
9	2.11.2 (e)	BID Security of Rs 7.33 Crores (Rupees seven crore and thirty three lakh only) in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix-VIII), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-	BID Security of Rs. 7.43 Crores (Rupees seven crore and forty three lakh only) in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix-VIII), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e-

21

P-2/4

		Bank Guarantee) in the format at Appendix-II from a Scheduled Bank.	Bank Guarantee) in the format at Appendix-II from a Scheduled Bank.
10	3.4.3 (c)	the capital cost of the project should be more than Rs. 36.65 Crore (Rupees Thirty six crores and sixty five lakhs only)	the capital cost of the project should be more than Rs. 37.14 Crore (Rupees Thirty seven crores and fourteen lakhs only)
11	3.4.4	For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs. 36.65 Crore (Rupees Thirty six crores and sixty five lakhs only); shall not be reckoned as payments/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 shall not be included hereunder	For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs. 37.14 Crore (Rupees Thirty seven crores and fourteen lakhs only) ; shall not be reckoned as payments/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 shall not be included hereunder
12	Appendix-II (Bank Guarantee for Bid Security)	Point No 1, 2 & 13 The Amount of Bid Security Rs 7.33 Crores (Rupees seven crore and thirty-three lakh only)	Point No 1, 2 & 13 The Amount of Bid Security Rs. 7.43 Crores (Rupees seven crore and forty three lakh only)
13	APPENDIX-VIII Surety Bond for Bid Security	Point No 1, 2 & 13 The Amount of Bid Security Rs 7.33 Crores (Rupees seven crore and thirty-three lakh only)	Point No 1, 2 & 13 The Amount of Bid Security Rs. 7.43 Crores (Rupees seven crore and forty three lakh only)
14	35.1 of DCA	If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 1.47 crore (Rupees one crore forty seven lakhs only) or 2% (two per cent) of the total Annuity Payments in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on amendments to this Agreement or on any other mutually agreed arrangement:	If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 1.49 crore (Rupees one crore forty nine lakhs only) or 2% (two per cent) of the total Annuity Payments in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on amendments to this Agreement or on any other mutually agreed arrangement:
15	35.2 of DCA	If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the higher of Rs. 1.47 crore (Rupees one crore forty seven lakhs only) or 2% (two per cent) of the total Annuity Payments in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to	If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the higher of Rs. 1.49 crore (Rupees one crore forty nine lakhs only) or 2% (two per cent) of the total Annuity Payments in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to

		place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:	place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:
16	Drawings	GAD of ROB and other Structures are attached as Annexure-I.	
17	Hydrological, Soil Investigation and Geo Technical Report	Hydrological and other material reports are attached as Annexure-II.	



Naveen Kumar Jain
Dy. General Manager (T)
NHIDCL-HQ/Assam-III

P-4/4.