

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



CIN: U45400DL2014GOI269062

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Manipur/NH-102A/UTT/2021/PKG-3/197122/ **2401**

17.09.2021

To,

All the Prospective Bidders

Name of Work: Construction of Two laning with Hard shoulder road of Ukhrul - Toloi - Tadubi section of NH-102A from Design Chainage 50.850 Km to 81.870 Km (Package 3) in the State of Manipur on EPC mode-2nd Call.

Tender ID: 2021_NHIDC_646316_1

Corrigendum-II

Sr. No.	Reference	Existing Provision.	Amended Provision	
1	DCA Article 8 Clause 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8.3 (iii) (a), the Contract Price shall be reduced by an amount equal to 90 (ninety) per cent of the value of the Works withdrawn and the Contractor shall not be entitled to any other compensation or Damages for the withdrawal of Works.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Provided that if any Works are withdrawn after commencement of the Construction of such works, the Authority shall pay to the Contractor 110% (one hundred and ten per cent) of the fair value of the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The parties expressly agree that the value of the Works withdrawn shall be determined from the details available in Schedule-H. In the event that it is impossible to determine the value from Schedule-H, then the value shall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>	In the event of withdrawal of Works under Clause 8.3 (iii) (a), the Contract Price shall be reduced by an amount equal to percent of the value of the Works withdrawn as mentioned in the Table below and the Contractor shall not be entitled to any other compensation or Damages for the withdrawal of Works.	
			Value of Works withdrawn	Percentage of value of works to be reduced from Contract Price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
			Provided that if any Works are withdrawn after commencement of the Construction of such works, the Authority shall pay to the Contractor 110% (one hundred and ten per cent) of the fair value of the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.	
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				

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Sr. No.	Reference	Existing Provision.	Amended Provision
			determined in accordance with the provisions of Clause 13.2 (iii).
2	DCA, clause 7.1(i) of Article-7	(A) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Annex-I of Schedule-G (the " Performance Security ") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Annex-I of Schedule-G towards an Additional Performance Security (the " Additional Performance Security ") for an amount calculated as under:	(A) Within 45 (Forty Five) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the form set forth in Annex-I of Schedule-G (the " Performance Security ") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Annex-I of Schedule-G towards an Additional Performance Security (the " Additional Performance Security ") for an amount calculated as under:
3	DCA, clause 7.1(ii) of Article-7 & RFP, clause 2.21.3	The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within 30 (thirty) days of receipt of Letter of Acceptance, in any case before signing of the Contract Agreement and the remaining Performance Security and Additional Performance Security, if any, shall be submitted within 30 days of signing of this agreement.	The Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within 45 (Forty Five) days of receipt of Letter of Acceptance, in any case before signing of the Contract Agreement and the remaining Performance Security and Additional Performance Security, if any, shall be submitted within 30 days of signing of this agreement.
4	RFP, clause 2.21.1.a	(a) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee issued by the Public Sector Banks or Scheduled Private Banks having the Net Worth of Rs 1,000/- crores or more as per the latest annual report of the bank, in favour of the Authority. The list of such banks is mentioned below. The Authority	(a) Within 45 (Forty Five) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee issued by the Public Sector Banks or Scheduled Private Banks having the Net Worth of Rs 1,000/- crores or more as per the latest annual report of the bank, in favour of the Authority. The list of such banks is mentioned below. The Authority reserves the right to add or remove any of names bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not

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Sr. No.	Reference	Existing Provision.		Amended Provision	
		reserves the right to add or remove any of names bank on which BG shall be accepted based on advisories from the Govt./RBI. The BGs issued by 'Foreign Banks' and Banks not mentioned in the given list shall not be accepted.		mentioned in the given list shall not be accepted.	
5	RFP, Section-7, Data sheet	Submission of Performance Security(PS) and Additional Performance Security (APS), if any	Within 30 days of receipt of LOA. (The bidder has the option to provide 50% of PS and APS, if any within 30 days of receipt of LOA and the remaining PS and APS, if any to be provided within 30 days of signing of agreement).	Submission of Performance Security(PS) and Additional Performance Security (APS), if any	Within 45 (Forty Five) days of receipt of LOA. (The bidder has the option to provide 50% of PS and APS, if any within 45 days of receipt of LOA and the remaining PS and APS, if any to be provided within 30 days of signing of agreement).
6	RFP, Appendix-VIII (Format of LOA)	RFP, Appendix-VIII (Format of LOA)		RFP, Modified-Appendix-VIII (Format of LOA) (as per enclosure)	


17/9/21

(K. C. Bhatt)
Dy. General Manager (Tech.)
NHIDCL

SAMPLE

Original/Duplicate

No.

Dated

To,

M/s

.....,

.....,

.....,

.....,

Email:-

(Kind Attention : Mr., Authorized Signatory)

Subject:(Name of Work).....- Letter of Acceptance
(LOA)-Reg.

Reference: Your bid for the subject work dated

Sir,

This is to notify you that your Bid dated for execution of the work of ".....(Name of Work).....", at your quoted bid price amounting to Rs /- (RupeesOnly) (Excluding GST) has been determined to be the lowest evaluated bid and is substantially responsive and has been accepted.

2. You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed in Section-7 the RFP.

3. You are also requested to furnish Performance Security for an amount of Rs. /- (Rupees Only) and Additional Performance Bank Guarantee of Rs. /- (RupeesOnly) as per Clause 2.21.1 of the RFP within 45 (forty five) days of receipt of this Letter of Acceptance (LOA).

4. You have option to provide 50% of the Performance Security and 50% of the Additional Performance Security, within 45 (forty five) days of receipt of Letter of Acceptance and sign the Contract Agreement. The remaining Performance Security and Additional Performance Security can be submitted within 30 days of signing of the agreement. For the remaining Performance Security and Additional Performance Security, you may seek extension of time for a further period upto 60 days by paying the Damages upfront along with the request letter seeking the extension in accordance with Clause 2.21.4 of RFP.

5. In case of failure of submission of Performance Security, Additional Performance Security and Damages (if applicable) as brought out above, the award shall be deemed to be cancelled and/or you will be debarred from participating in the future projects of NHIDCL, for a period of one year.

6. It may also be noted that, in case of failure to submit atleast 50% of the Performance Security and 50% of the Additional Performance Security, within 45 (forty five) days of Letter of Acceptance, the LOA shall be withdrawn and action shall be taken as per RFP.

Yours faithfully,

(.....)
Executive Director (T)

Copy to :

(i) ED(P)-.....

: For information

Accepted by

Name of the Authorized

Person: _____

(For and on behalf of M/s.....)