

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

3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com

(भारत सरकार का उद्यम)



BHARATMALA
ROAD TO PROSPERITY



BUILDING INFRASTRUCTURE - BUILDING THE NATION

CIN: U45400DL2014GOI269062

(A Government of India Enterprise)

Addendum and Corrigendum

NHIDCL/Nagaland/Civil Work/Peren Dimapur and MTM/Pkg 2,3,4 &5 /604

Date: 16.12.2020

To

All Respective Bidders,

Subject: - (i) Construction of 2 Laning with Hard Shoulder of Peren - Dimapur section on NH - 129A from Design Km 126.775 to Km 146.208 (Length - 19.433 Km) in the state of Nagaland on EPC mode (Pkg - II) under NH(O) - TSP-

(ii) Construction of 2 Laning with Hard Shoulder of Peren - Dimapur section on NH - 129A from Design Km 146.208 to Km 163.592 (Length - 17.384 Km) in the state of Nagaland on EPC mode (Pkg - III) under NH(O) - TSP

(iii) Construction of 2 Laning with Hard Shoulder of Peren - Dimapur section on NH - 129A from Design Km 163.592 to Km 173.850 (Length - 10.258 Km) in the state of Nagaland on EPC mode (Pkg - IV) under NH (O) - TSP

(iv) Construction of 2 Laning with Hard Shoulder of Peren - Dimapur section on NH - 129A from Design Km 173.850 to Km 190.850 (Length - 17.00 Km) in the state of Nagaland on EPC mode (Pkg - V) under NH(O) - TSP

(v) Construction of Two-Lane with hard shoulders of Merangkong Tamlu Mon road (Wakching Town portion) on EPC basis from existing Km 59+000 to Km 73+640 [Design Km. 59+000 to Km. 72+450] (Design Length - 13.450 Km)(Package V) in the state of Nagaland under SARDP NH(O) - NE under EPC mode - Addendum and Corrigendum - reg.

Tender ID - (i) 2020_NHIDC_590220_1

(ii) 2020_NHIDC_596246_1

(iii) 2020_NHIDC_601123_1

(iv) 2020_NHIDC_600901_1

(v) 2020_NHIDC_601163_1

Sir,

Following amendment is being carried out:

Sr.No.	Existing Provision	Amended Provision
1	Addendum to RFP Clause 2.1.14	RFP clause 2.1.14(xiv) Stands debarred by the Authority as a natural consequence of termination of any project / contract of the Authority

2	Addendum to RFP Clause 2.1.14	<p>RFP clause 2.1.14(xv)</p> <p>Has been placed in the Negative List of firms by the Authority for any reason including failure to deliver contract in time bound manner, abandoning the project without permission of the Authority, poor performance, penalties, missing targets or milestones, missing interim targets, inefficient execution of works, unethical practices, failure to abide by Integrity Pact or failure to follow any lawful directions given by the Authority.</p>
3.	<p>Corrigendum to RFP clause 2.1.15</p> <p>The bidder including individual or any of its JV member, who are either having 2 (two) on-going EPC Project(s) in NHIDCL or on-going Project(s) worth of ₹ 500 Crore (Awarded Cost) or more in NHIDCL, as on date of financial bid opening, shall not be eligible to bid for this Project (Issuance of LOA will be considered as on-going project).</p>	<p>RFP Clause 2.1.15</p> <p>The bidder including individual or any of its JV members or its related parties, who are already having two on-going EPC projects in NHIDCL or on-going projects worth Rs.500 cr. (awarded cost) or more in NHIDCL, as on the date of financial bid opening, shall not be eligible to bid for this project.</p> <p>Explanation:</p> <p>(i) An LOA issued for any project shall be counted as an on-going project.</p> <p>(ii) Projects having EPC cost of Rs. 25 Crores or less shall not be counted for this purpose.</p> <p>(iii) In case of a company, the Related Parties means Related Parties as defined in the Companies Act, 2013, and in case of a bidder other than a company, the Related Parties means bodies in which the bidder or its partners are partner, trustee or directors in other bodies whether incorporated or not.</p> <p>To substantiate this, the bidder shall provide an undertaking giving list of all such related parties and projects being executed by the Related Parties in NHIDCL.</p> <p>A certificate in this regard from Statutory Auditor (with UDIN) shall also be provided by the bidder.</p>
4.	<p>Addendum to DCA Article 23 (Termination)</p> <p>Clause 23.1</p>	<p>Article 23 (Termination)</p> <p>Clause 23.1 (v)</p> <p>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</p>



		<p>2 years and shall not be able to bid any contract of the Authority either singularly or in a JV or its Related Parties.</p> <p>(Explanation :- Such debarment shall be a natural consequence of termination. No separate Show Cause / proceeding shall be initiated for placing such contractor under debarment).</p>
5.	Addendum to DCA Article 23 (Termination) Clause 23.1	<p>Article 23 (Termination)</p> <p>Clause 23.1 (vi)</p> <p>The Authority may, at its discretion, without terminating the contract and allowing the contractor to continue with the existing contract(s), place the contractor(s) in the 'Negative List' for any of the following reasons : -</p> <ul style="list-style-type: none"> (a) Failure to achieve milestones 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 projects 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

AB

		<p>Authority.</p> <p>(l) Failure of contractor to fulfill its obligations as per Article 3 of Contract Agreement.</p> <p>Provided that, the Authority shall issue a notice giving 15 days time to the contractor before placing him 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 Contractor to be deleted from the 'Negative List'.</p>
6.	Addendum to DCA Article 23 (Termination) Clause 23.1	<p>Article 23 (Termination)</p> <p>Clause 23.1 (vii) Consequence of placement in the Negative List :- <i>"The contractor to include all the JV partners and its Related Parties shall not be eligible to bid in any of the Authority's contracts / projects 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."</i></p>

Yours Faithfully,


 (A.K. Jha)
 General Manager (T)