

**National Highways & Infrastructure Development Corporation Limited**

**Project Name:** Construction of Lawngtlai Bypass (Package-3) on Aizawl-Tuipang section of NH-54 in the State of Mizoram on Engineering, Procurement and Construction (EPC) mode, with Japan International Cooperation Agency (JICA) loan assistance"- Balance Work.

**Contract Package No.:** NHIDCL/NH-54Bypasses-Miz-2019-20/Package-3

**Tender Id:** 2023\_NHIDC\_744113\_1

**Amendment No. 2**

S. No.	Reference section/ clause no./ Annexure/ items	Existing Provision	Modified Provision (To be read as)
1.	Clause 1.2.4 of RFP and Amendment No. 1	A Bidder is required to submit, along with its BID, the cost of BID/RFP document as mentioned in Data Sheet through <u>online facility provided by the IndusInd Bank</u> to the NHIDCL's account. <u>For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22<sup>nd</sup> March 2023 may be referred, which is attached as Appendix-A.</u> Copy of payment receipt (RTGS/NEFT) must be submitted along with bid.	A Bidder is required to submit, along with its BID, a BID Security <b>in the form of e-Bank Guarantee of Rs. 4.48 Crore</b> (the "BID Security"), refundable not later than 150 (One hundred & fifty) 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 and Additional Performance Security (if any) as per the provision of this RFP and LOA. <u>For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22<sup>nd</sup> March 2023 may be referred, which is attached as Appendix-A.</u> The Bidders shall also submit the cost of BID/RFP document of <b>Rs. 59,000/-</b> (including 18% GST) through <u>online facility provided by the IndusInd Bank</u> to the NHIDCL's account. Copy of payment receipt (RTGS/NEFT) must be submitted along with bid.
2.	Clause 1.2.11 of RFP	A BID Security of <b>Rs. 4.48 Crore</b> (the "BID Security") in form of DD/FD/BG, refundable not later than 150 (One hundred & fifty) 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 and Additional Performance Security (if any) as per the provision of this RFP and LOA. This Guarantee shall be transmitted through SFMS Gateway to NHAI/MORTH/State PWD/NHIDCL/BROs Bank.	Deleted

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S. No.	Reference section/ clause no./ Annexure/ items	Existing Provision	Modified Provision (To be read as)																																							
3.	Clause 1.3 of RFP	<p><b>Schedule of Bidding Process</b></p> <p>The Authority shall endeavour to adhere to the Bidding Schedule given in Data Sheet.</p>	<p><b>Schedule of Bidding Process</b></p> <p>The Authority shall endeavour to adhere to the following schedule:</p> <table><tr><th>Sl. No.</th><th>Event Description</th><th>Date</th></tr><tr><td>1.</td><td>Invitation of RFP (NIT)</td><td>06.03.2023</td></tr><tr><td>2.</td><td>Last date for receiving queries</td><td>31.03.2023 at 1100 hrs</td></tr><tr><td>3.</td><td>Pre-BID meeting at venue 2.11.4 (i)</td><td>31.03.2023 at 1500 hrs</td></tr><tr><td>4.</td><td>Authority response to queries latest by</td><td>07.04.2023</td></tr><tr><td>5.</td><td>Last date of Request for BID Document</td><td>18.05.2023 at 1100 hrs</td></tr><tr><td>6.</td><td>BID Due Date</td><td>18.05.2023 up to 1100 hrs</td></tr><tr><td>7.</td><td>Physical Submission of Bid Security/POA etc</td><td>Upto 11:00 hrs IST on BID opening date</td></tr><tr><td>8.</td><td>Opening of Technical BIDs at venue 2.11.4 (i)</td><td>19.05.2023 after 1100 hrs</td></tr><tr><td>9.</td><td>Declaration of eligible / qualified Bidders</td><td rowspan="4">The dates will be hosted on the GOI e-tendering Portal <a href="http://eprocure.gov.in/cppp">http://eprocure.gov.in/cppp</a>) and NHIDCL website.</td></tr><tr><td>10.</td><td>Opening of Financial BID</td></tr><tr><td>11.</td><td>Letter of Acceptance (LOA)</td></tr><tr><td>12.</td><td>Return of signed duplicate copy of LOA</td></tr><tr><td>13.</td><td>Validity of BID</td><td>[120 days from BID Due Date]</td></tr></table>	Sl. No.	Event Description	Date	1.	Invitation of RFP (NIT)	06.03.2023	2.	Last date for receiving queries	31.03.2023 at 1100 hrs	3.	Pre-BID meeting at venue 2.11.4 (i)	31.03.2023 at 1500 hrs	4.	Authority response to queries latest by	07.04.2023	5.	Last date of Request for BID Document	18.05.2023 at 1100 hrs	6.	BID Due Date	18.05.2023 up to 1100 hrs	7.	Physical Submission of Bid Security/POA etc	Upto 11:00 hrs IST on BID opening date	8.	Opening of Technical BIDs at venue 2.11.4 (i)	19.05.2023 after 1100 hrs	9.	Declaration of eligible / qualified Bidders	The dates will be hosted on the GOI e-tendering Portal <a href="http://eprocure.gov.in/cppp">http://eprocure.gov.in/cppp</a> ) and NHIDCL website.	10.	Opening of Financial BID	11.	Letter of Acceptance (LOA)	12.	Return of signed duplicate copy of LOA	13.	Validity of BID	[120 days from BID Due Date]
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			14.	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).
			15.	Signing of Agreement	Within 10 days from the receipt of 50% of Performance Security and 50% of Additional Performance Security, if any
4.	Clause 2.1.11 (i) & (viii) of RFP	<p>In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:</p> <p>(i) Number of members in a Joint Venture shall not exceed <b>2 (Two)</b>;</p> <p>(viii) No Joint Venture up to Estimate Project Cost of <b>Rs. 50 crore (Fifty Crore)</b>. However, Joint Venture for any Estimated Project Cost is permissible in case of maintenance works to be taken up on EPC mode.</p>	<p>In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:</p> <p>(i) Number of members in a Joint Venture shall not exceed <b>3 (Three)</b>;</p> <p>(viii) No Joint Venture up to Estimate Project Cost of <b>Rs. 100 crores (One Hundred Crores)</b>. However, Joint Venture for any Estimated Project Cost is permissible in case of maintenance works to be taken up on EPC mode.</p>		
5.	Clause 2.1.12 of RFP	Entities of countries which have been identified by Ministry of Road Transport & Highways as not allowing Indian companies to participate in their Government procurement for any item related to Ministry of Road Transport & Highways shall not be allowed to participate in government procurement in India for all items related to Ministry of Road Transport & Highways, except for the list of items published by the Ministry of Road Transport & Highways permitting their participation.	<p>While bidding is open to persons from any country, the following provisions shall apply:</p> <p>(a) Where, on the date of the Application, not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital in the L-1 Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India, then the eligibility and award of the project to such L-1 Bidder shall be subject to approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such time. The decision of the authority in this behalf shall be final and conclusive and binding on the Bidder.</p> <p>(b) Further, where the LoA of a project has been issued to an agency, not covered under the category mentioned above, and it subsequently wishes to transfer its share capital in favour</p>		

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			<p>of another entity who is a resident outside India or where a Bidder or its Member is controlled by persons resident outside India and thereby the equity capital of the transferee entity exceeds 50% or above, any such transfer of equity capital shall be with the prior approval of the competent authority from national security and public interest perspective as per the instructions of the Government of India applicable at such point in time.</p> <p>(c) The holding or acquisition of equity control, as above shall include direct or indirect holding, acquisition, including by transfer of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.</p> <p>(d) The Bidder shall promptly inform the authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding process.</p> <p>(e) In case the L-1 Applicant under (a) above is denied the security clearance, for whatsoever reasons, then the applicants emerging as L-2, L-3 eligible Bidders (in that order) may be given a counter-offer (one by one sequentially) to match the bid of L-1 applicant/preferred Bidder. In the event of acceptance of the counter-offer by another eligible Bidder, the project may be awarded to such Bidder. In case no applicant matches the bid of the L-1 applicant, the bid process shall be annulled and fresh bids invited.</p>
6.	Clause 2.1.17 of RFP	Entities of countries which have been identified by Ministry of Road Transport & Highways as not allowing Indian companies to participate in their Government procurement in their Government procurement for any item related to <b>proposed provision</b> .	Entities of countries which have been identified by Ministry of Road Transport & Highways as not allowing Indian companies to participate in their Government procurement in their Government procurement for any item related to <b>Ministry of Road Transport and Highways shall not be allowed to participate in Government procurement in India for all items related to Ministry of Road Transport and Highways, except for the list of items published by the Ministry of Road Transport and Highways permitting their participation.</b>



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7.	Clause 2.2.2.1 of RFP	<p><u>BID Capacity</u></p> <p>Bidders who <i>inter alia</i> meet the minimum qualification criteria will be qualified only if their available BID capacity is more than <b>the Estimated Project Cost (as per clause 1.1.1)</b>. The available BID capacity will be calculated as per following, based on information mentioned at Annexure-VI of Appendix-IA:</p> <p>Assessed Available BID capacity = <math>(A*N*2.5 - B + C)</math>, Where</p> <p>N= Number of years prescribed for completion of work for which Bid is invited.</p> <p>A= Maximum value of civil engineering works excluding the amount of bonus received, if any, in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note- 3 below) taking into account the completed as well as works in progress. The EPC projects include turnkey project/ Item rate contract/ Construction works.</p> <p>B= Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which <b>Appointed Date/ Commencement Date has been declared</b> or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which <b>LOA has been issued but Appointed Date/ Commencement Date not declared as on Bid Due Date shall not be</b> considered while calculating value of B.</p> <p>C= The amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in table at Note-3 below).</p> <p><b>Note:</b></p> <p>1. <b>The Statement showing the value of all existing commitments,</b></p>	<p><u>BID Capacity</u></p> <p>Bidders who <i>inter alia</i> meet the minimum qualification criteria will be qualified only if their available BID capacity is more than <b>the total BID value (value as per Clause 1.1.1)</b>. The available BID capacity will be calculated as per following, based on information mentioned at Annexure-VI of Appendix-IA:</p> <p>Assessed Available BID capacity = <math>(A*N*2.5 - B + C)</math>, Where</p> <p>N= Number of years prescribed for completion of work for which Bid is invited.</p> <p>A = Maximum value of civil engineering works excluding the amount of bonus received, if any, in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note- 3 below) taking into account the completed as well as works in progress. The EPC projects include turnkey project/ Item rate contract/ Construction works.</p> <p>B = Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which <b>the bidder has emerged as the winner of the bids</b> or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which <b>bidder has emerged as the winner of the bids but LOA has not been issued as on the day before opening of financial bids</b> shall also be considered while calculating value of B.</p> <p>C = The amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in table at Note-3 below).</p> <p><b>Note:</b></p> <p>1. <b>The Statement showing the value of all existing commitments, works for which the Contractor has emerged as the winner of the bid as given by bidder</b> and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be self certified and verified by Statutory Auditor. In case the information</p>

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		<p>works for which Appointed Date/ Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be self certified and verified by Statutory Auditor. In case the information provided is not true or any information not provided for existing commitments, the bidder shall be debarred for a period of one year from participating in future bids of NHIDCL.</p> <p>2. The amount of bonus received, if any, in EPC Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects.</p> <p>3. The factor for the year for updation to the price level is indicated as under:</p> <table><tr><td>Year</td><td>Year-1</td><td>Year-2</td><td>Year-3</td><td>Year-4</td><td>Year-5</td></tr><tr><td>Up-dation factor</td><td>1.00</td><td>1.05</td><td>1.10</td><td>1.15</td><td>1.20</td></tr></table> <p>4. The bid capacity status of the bidder to be updated as on the day before opening the financial bids.</p>	Year	Year-1	Year-2	Year-3	Year-4	Year-5	Up-dation factor	1.00	1.05	1.10	1.15	1.20	<p>provided is not true or any information not provided for existing commitments, the bidder shall be debarred for a period of one year from participating in future bids of NHIDCL.</p> <p>2. The amount of bonus received, if any, in EPC Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects.</p> <p>3. The factor for the year for updation to the price level is indicated as under:</p> <table><tr><td>Year</td><td>Year-1</td><td>Year-2</td><td>Year-3</td><td>Year-4</td><td>Year-5</td></tr><tr><td>Up-dation factor</td><td>1.00</td><td>1.05</td><td>1.10</td><td>1.15</td><td>1.20</td></tr></table> <p>4. The bid capacity status of the bidder to be updated as on the day before opening the financial bids.</p>	Year	Year-1	Year-2	Year-3	Year-4	Year-5	Up-dation factor	1.00	1.05	1.10	1.15	1.20		
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8.	Clause 2.2.2.3 (ii) of RFP	<p>The Bidder shall have a minimum Average Annual Turnover (updated to the price level of the year based on factors indicated in table below) of <b>15% (Fifteen percent)</b> of the Estimated Project Cost (i.e. <b>Rs. 67.24 Crore</b>) for the last 5 (five) financial years.</p> <table><tr><td>Year</td><td>Year-1</td><td>Year-2</td><td>Year-3</td><td>Year-4</td><td>Year-5</td><td>Year-6*</td></tr><tr><td>Up-dation factor</td><td>1.00</td><td>1.05</td><td>1.10</td><td>1.15</td><td>1.20</td><td>1.25</td></tr></table> <p><i>*In case, the audited annual financial statements/accounts for the year-1 are</i></p>	Year	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6*	Up-dation factor	1.00	1.05	1.10	1.15	1.20	1.25	<p>The Bidder shall have a minimum Average Annual Turnover (updated to the price level of the year based on factors indicated in table below) of <b>15% (Fifteen percent)</b> of the Estimated Project Cost (i.e. <b>Rs. 67.24 Crore</b>) for the last 5 (five) financial years.</p> <table><tr><td>Year</td><td>Year-1</td><td>Year-2</td><td>Year-3</td><td>Year-4</td><td>Year-5</td></tr><tr><td>Up-dation factor</td><td>1.00</td><td>1.05</td><td>1.10</td><td>1.15</td><td>1.20</td></tr></table>	Year	Year-1	Year-2	Year-3	Year-4	Year-5	Up-dation factor	1.00	1.05	1.10	1.15	1.20
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		<i>not available and undertaking has been submitted duly endorsed by the statutory auditor is submitted then only year-6 will be considered.</i>	
9.	Clause 2.7.1 (Part-I) of RFP	<b>Invitation for BIDs</b> Section 1. Introduction Section 2. Instructions to Bidders Section 3. Evaluation of BIDs Section 4. Fraud and Corrupt Practices Section 5. Pre-BID Conference Section 6. Miscellaneous Section 7. Data Sheet	<b>Invitation for BIDs</b> Section 1. Introduction Section 2. Instructions to Bidders Section 3. Evaluation of BIDs Section 4. Fraud and Corrupt Practices Section 5. Pre-BID Conference Section 6. Miscellaneous
10.	Clause 2.8.1 of RFP	Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the BID Due Date. <b>All the queries and its responses will be hosted on the Gol e-Tendering Portal (<a href="https://eprocure.gov.in/cppp">https://eprocure.gov.in/cppp</a>) and NHIDCL portal without identifying the source of queries.</b>	Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the BID Due Date. <b>The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.</b>
11.	Clause 2.9.2 of RFP	Any Addendum issued hereunder will be hosted on the official website <a href="http://www.nhidcl.com">www.nhidcl.com</a> , on the Gol e-Tendering Portal ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ).	Any Addendum issued hereunder will be hosted on the Gol e-Tendering Portal ( <a href="https://eprocure.gov.in/cppp">https://eprocure.gov.in/cppp</a> ).
12.	Clause 2.11.1 (p) of RFP	<b><u>Financial Bid</u></b> Appendix-IB (Letter comprising the Financial Bid) shall be submitted online along with Technical Bid to be submitted online on Gol e-tendering portal ( <a href="https://eprocure.gov.in/cppp">https://eprocure.gov.in/cppp</a> ) on or before Schedule time given in Data Sheet (The format of BOQ is attached as Appendix-IX).	<b><u>Financial Bid</u></b> Appendix-IB (Letter comprising the Financial Bid) shall be submitted online through e-procurement portal on or before <b>1100 hrs IST on 18.05.2023.</b>
13.	Clause 2.11.4 of RFP	The envelope shall be addressed to the officer designated whose Name and Address is given in the Data Sheet.	The envelope shall be addressed to the following officer and shall be submitted at the respective address:  ATTN. OF: Mr. Udaya Singh

S. No.	Reference section/ clause no./ Annexure/ items	Existing Provision	Modified Provision (To be read as)
			<p>DESIGNATION: General Manager (Tech)</p> <p>ADDRESS: National Highways &amp; Infrastructure Development Corporation Ltd. Third Floor, PTI Building, 4 Sansad Marg. New Delhi-110001</p> <p>PHONE NO: +91-11-23461696</p> <p>E-MAIL ADDRESS: <a href="mailto:gmt5@nhidcl.com">gmt5@nhidcl.com</a>, <a href="mailto:udaya.singh62@nhidcl.com">udaya.singh62@nhidcl.com</a></p>
14.	Clause 2.12 of RFP	<p><b>BID Due Date</b></p> <p>BID comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement CPPP website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> on or before the deadline given in the Data Sheet. Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before the deadline &amp; Address given in the Data Sheet in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.</p>	<p><b>BID Due Date</b></p> <p>Financial BID comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted online through e-procurement CPPP website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> on or before 11.00 hrs IST on 18.05.2023. Documents listed at clause 2.11.2 of the RFP shall be physically submitted on or before 11.00 hours IST on 19.05.2023 at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.</p>
15.	Clause 2.14.1.4 of RFP	The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and <a href="https://nhidcl.com">https://nhidcl.com</a>	The complete BID document can be viewed / downloaded by the Bidder from e-procurement portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> from <b>06.03.2023 to 18.05.2023 (upto 1100 Hrs. IST).</b>
16.	Clause 2.20 of RFP, Page no. 41-42 and Amendment No. 1	The Bidder shall furnish as part of its BID, a BID Security referred to in <b>Clause 1.2.10</b> herein above in the form of <u>e-Bank Guarantee (e-BG)</u> issued by nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of 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. <u>The bidder may also deposit the bid security fee through online facility provided by the IndusInd Bank.</u> 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 mentioned in the given list shall not be accepted. <u>For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22<sup>nd</sup> March 2023 may be referred, which is attached as Appendix-A.</u>	The Bidder shall furnish as part of its BID, a BID Security referred to in <b>Clause 1.2.4</b> herein above in the form of <u>e-Bank Guarantee (e-BG)</u> issued by nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of 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. <u>The bidder may also deposit the bid security fee through online facility provided by the IndusInd Bank.</u> 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 mentioned in the given list shall not be accepted. <u>For further details and step by step process regarding e-BG and online payment, NHIDCL Office Order dated 22<sup>nd</sup> March 2023 may be referred, which is attached as Appendix-A.</u>



S. No.	Reference section/ clause no./ Annexure/ items	Existing Provision	Modified Provision (To be read as)
17.	Clause 3.1.1 of Section-3 of RFP	The Authority shall open the BIDs received at <b>date, time &amp; place given in Data Sheet</b> , at the place specified in Clause 2.11.4 (i); and in the presence of the Bidders who choose to attend. The Authority shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.	The Authority shall open the BIDs received <b>physically &amp; online at 11.00 hours IST on 19.05.2023</b> , at the place specified in Clause 2.11.4 (i); and in the presence of the Bidders who choose to attend. <b>Technical BID of only those Bidders shall be online opened whose documents listed at clause 2.11.2 of the RFP have been received physically.</b> The Authority shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.
18.	Clause 3.1.8 of Section-3 of RFP	The Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.	<b>The Authority will get the BID security verified from the issuing authority and after due verification</b> , the Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to clause 2.2.1 & 2.2.2 of this RFP.
19.	Clause 3.3.6 of Section-3 of RFP	Deleted.	<b>Authority shall return Bid Security of all bidders except L-1 and L -2 within 7 working days from opening of financial Bid subject to provision of Clause 2.1.12 (4). The bid security of L-2 bidder shall be returned within 7 working days of issue of LOA. The Authority shall be responsible to return the Bid Security, as above, and the bidders shall not be required to ask for the same.</b>
20.	Clause 4.1 of Section-4 of RFP	The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to <b>debar the Selected Bidder from participating in the future projects of NHIDCL for a period of One year and forfeit &amp; appropriate the Performance Security</b> , as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.	The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to <b>forfeit and appropriate the BID Security or Performance Security, as the case may be</b> , as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

S. No.	Reference section/ clause no./ Annexure/ items	Existing Provision	Modified Provision (To be read as)
21.	Clause 4.2 of Section-4 of RFP	Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of <b>1 (one) year</b> from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.	Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of <b>2 (two) years</b> from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
22.	Section-7 of RFP	<b>DATA SHEET</b>	<b>Deleted</b>
23.	Clause 20 of Appendix-IA of RFP	I/ We submit a BID Security to the Authority in accordance with the RFP Document	I/ We offer a BID Security of <b>Rs. 4.48 Crore (Rupees Four Crore Forty Eight Lakh only)</b> to the Authority in accordance with the RFP Document.
24.	Clause 21 of Appendix-IA of RFP	The BID Security in the <b>prescribed format as per Appendix-II</b> is attached.	The BID Security in the form of <b>e-Bank Guarantee</b> is attached.
25.	Clause 1 of Annex-III of RFP	The Bidder shall attach <b>the certificate of Turn Over and Net Worth issued by Statutory Auditor as per the format given below:</b>  (a) reflect the financial situation of the Bidder; (b) be audited by a statutory auditor; (c) be complete, including all notes to the financial statements; and (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).	The Bidder shall attach <b>copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:</b>  (e) reflect the financial situation of the Bidder; (f) be audited by a statutory auditor; (g) be complete, including all notes to the financial statements; and (h) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

S. No.	Reference section/ clause no./ Annexure/ items	Existing Provision	Modified Provision (To be read as)								
26.	Clause 7 of Annex-IV of RFP	In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to concession, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided with the details whether the work was executed as main contractor or sub-contractor. In case the work has been executed as a sub-contractor of the main contractor, approval of the Authority must be submitted along with the bid.	In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to concession, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.								
27.	Clause 14 of Annex-IV of RFP	<p>If the Bidder is claiming experience under Category 3 &amp; 4♣, as per Clauses 2.2.2.5 and 2.2.2.6(ii) of the RFP, it should provide a certificate from its Statutory Auditor in the format below:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;"><b>Certificate regarding construction works <sup>Φ</sup></b></p> <p>Based on its books of accounts and other published information authenticated by it, This is to certify that .....(name of the Bidder) was engaged by.....(title of the project company) to execute (name of project) for (nature of project). The construction of the project commenced on.....(date) and the project was/ is likely to be commissioned on.....(date, if any). It is certified that Bidder received payments from its Clients for Construction Works executed by them and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, in the aforesaid construction works. We further certify that the total estimated capital cost of the project is Rs. ....cr. (Rupees.....crore), of which the Applicant received as certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer Rs..... cr. (Rupees .....crore), during the past five financial years as per year-wise details noted below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr. No.</th><th style="width: 15%;">Financial Year</th><th style="width: 20%;">Amount received in Rs.</th><th style="width: 55%;">Amount received from (name of the firm &amp; TAN no.)</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> </div>	Sr. No.	Financial Year	Amount received in Rs.	Amount received from (name of the firm & TAN no.)					<p>If the Bidder is claiming experience under Category 3 &amp; 4♣, as per Clauses 2.2.2.5 and 2.2.2.6(ii) of the RFP, it should provide a certificate from its Statutory Auditor/client/ Engineer-in charge/ Independent Engineer/Authority's Engineer in the format below:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;"><b>Certificate regarding construction works <sup>Φ</sup></b></p> <p>Based on its books of accounts and other published information authenticated by it, This is to certify that .....(name of the Bidder) was engaged by.....(title of the project company) to execute .....(name of project) for.....(nature of project). The construction of the project commenced on.....(date) and the project was/ is likely to be commissioned on.....(date, if any). It is certified that Bidder received payments from its Clients for Construction Works executed by them <b>or work executed</b> and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, in the aforesaid construction works. We further certify that the total estimated capital cost of the project is Rs. ....cr. (Rupees.....crore), of which the Applicant received <b>or has executed the work</b> as certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer Rs..... cr. (Rupees .....crore), during the past five financial years as per year-wise details noted below:</p> <p>.....</p> <p>.....</p> <p>It is further certified that the receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture.♣</p> </div>
Sr. No.	Financial Year	Amount received in Rs.	Amount received from (name of the firm & TAN no.)								

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S. No.	Reference section/ clause no./ Annexure/ items	Existing Provision	Modified Provision (To be read as)
		<p>It is further certified that the receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture.♣</p> <p>We further certify that applicant has a share of ____% in the Joint Venture/Consortium</p> <p>(Authorized Signatory) Date:</p>	<p>We further certify that applicant has a share of ____% in the Joint Venture/Consortium</p> <p>(Authorized Signatory) Date:</p>
28.	Clause 16 of Annex-IV of RFP	To satisfy the qualification requirement under clause 2.2.2.2 (ii) & (iii), the bidder is required to submit a certificate from project owning department/corporations signed by Officer not below the level of Executive Engineer or equivalent.	Deleted
29.	Footnote on page no. 71	<p>♣ This certification should be strike out in case of jobs/ contracts, which are executed a sole firm. The payments indicated in the certificate should be restricted to the share of Applicant in <b>such partnership/ joint venture or as authorize sub-contractor</b>. This portion may be omitted if the contract did not involve a <b>partnership/ joint venture or authorize sub-contractor</b>. In case where work is not executed by <b>partnership/ joint venture or authorize sub-contractor</b>, this paragraph may be deleted.</p> <p><b>In case of unauthorized sub-contractor proof of authorize sub-contracting has to be submitted.</b></p>	<p>♣ This certification should be strike out in case of jobs/ contracts, which are executed a sole firm. The payments indicated in the certificate should be restricted to the share of Applicant in <b>such partnership/ joint venture</b>. This portion may be omitted if the contract did not involve a <b>partnership/ joint venture</b>. In case where work is not executed by <b>partnership/ joint venture</b>, this paragraph may be deleted.</p>
30.	Clause 1 of Appendix-II of RFP	In consideration of ..... the request of the Bidder, do hereby in terms of <b>Clause 1.2.10</b> read with Clause 2.20 of the RFP Document, ..... in the said Bidding Documents.	In consideration of ..... the request of the Bidder, do hereby in terms of <b>Clause 1.2.4</b> read with Clause 2.20 of the RFP Document, ..... in the said Bidding Documents.
31.	Appendix-V of RFP, Format For Joint Bidding	<p>THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of .....2020</p> <p><b>AMONGST</b></p>	<p>THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of .....2020</p> <p><b>AMONGST</b></p> <p>1. {..... Limited, and having its registered office at ..... }</p>

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S. No.	Reference section/ clause no./ Annexure/ items	Existing Provision	Modified Provision (To be read as)
	Agreement For Joint Venture	<p>1. {..... Limited, and having its registered office at ..... } (hereinafter referred to as the "<b>First Part</b>" which expression shall, unless repugnant to the context include <b>its successors</b> and permitted assigns)</p> <p style="text-align: center;"><b>AND</b></p> <p>2. {..... Limited, having its registered office at ..... } and (hereinafter referred to as the "<b>Second Part</b>" which expression shall, unless repugnant to the context include <b>its successors</b> and permitted assigns)</p> <p>The above mentioned parties of the FIRST, {SECOND} PART are collectively referred to as the "<b>Parties</b>" and each is individually referred to as a "<b>Party</b>"</p>	<p>(hereinafter referred to as the "<b>First Part</b>" which expression shall, unless repugnant to the context include <b>its successors</b> and permitted assigns)</p> <p style="text-align: center;"><b>AND</b></p> <p>2. {..... Limited, having its registered office at ..... } and (hereinafter referred to as the "<b>Second Part</b>" which expression shall, unless repugnant to the context include <b>its successors</b> and permitted assigns)</p> <p style="text-align: center;"><b>AND</b></p> <p>3. {..... Limited, and having its registered office at ..... } (hereinafter referred to as the "<b>Third Part</b>" which expression shall, unless repugnant to the context include its successors and permitted assigns)</p> <p>The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the "<b>Parties</b>" and each is individually referred to as a "<b>Party</b>"</p>
32.	Appendix-VIII of RFP, Format of LOA, Para 3	You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed given in <b>Data Sheet of the RFP</b> .	You are requested to return a duplicate of the LOA as an acknowledgement and sign the Contract Agreement within the period prescribed in <b>Clause 1.3 of the RFP</b> .

  
 (Udaya Singh)  
 General Manager (Technical)