

National Highways & Infrastructure Development Corporation Ltd.

14.12.2020

Sub: Construction & Upgradation to 2 lane with paved shoulder from Design Km. 31.449 (Khellani) (Ex. Km 44.946) to Km 51.700 (Prem Nagar) (Ex. Km 68+617) of 20.251 Km length on Khellani - Kishtwar - Chattroo section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode (Pkg -I).

Amendment No-II

| S n | Clause and Description | As Per RFP | Amendments/Modifications |
|--------|---------------------------|--|--|
| 1. | NIT RFP | The National Highways & Infrastructure Development Corporation Limited represented by its Managing Director now invites bids from eligible contractors for the following project: | The National Highways & Infrastructure Development Corporation Limited represented by its Managing Director now invites National Competitive Bids from eligible contractors for the following project |
| 2 | Section-1 of RFP | The National ... Contract, and has decided to carry out the bidding process for selection of a Bidder to whom the Project may be awarded. A brief description of the project may be seen in the Information Memorandum of the Project at the CPPP website https://eprocure.gov.in/eprocure/app . Brief particulars of the Project are as follows: | The National Contract, and has decided to carry out the National Competitive bidding process for selection of a Bidder to whom the Project may be awarded. A brief description of the project may be seen in the Information Memorandum of the Project at the CPPP website https://eprocure.gov.in/eprocure/app . Brief particulars of the Project are as follows: |
| 3. | New Clause 2.14 (Xiv) | | Stood debarred from the Authority as a natural consequence of termination of any project / contract of the Authority. |
| 4. | New Clause 2.1.14 (xv) | | 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, clumsy execution of works, unethical practices, failure to abide by Integrity Pact or failure to follow any lawful directions given by the Authority. |
| 5. | Clause 2.1.15 | 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 | The bidder including individual or any of its a 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 |

Khellani-Khanabal (P-I) (Amendment)

| | | | |
|----|----------------------------------|---|---|
| | | 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). | NHIDCL, as on the date of financial bid opening, shall not be eligible to bid for this project. Explanation : (i) An LOA issued for any project shall be counted as an on-going project. (ii) Project having EPC cost of Rs. 25 Crores or less shall not be counted for this purpose. (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, trustees or directors in other bodies whether incorporated or not. 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. A certificate in this regard from the Statutory Auditor (with UDIN) shall also be provided by the bidder. |
| 6. | Clause 2.2.2.2 (ii) | For normal Highway projects (including Major Bridges/ ROB/ Flyovers/ Tunnels): Provided that at least one similar work construction of Bridge/ROBs/Flyovers/Tunnel in the last 10 (Ten) years preceding the Bid Due Date (works completed as on bid due date shall also be considered for this Clause) i.e. shall have completed atleast one similar Bridge/ROB/Flyover having span equal to or greater than : (a) In case, to 60m, no additional qualification is required. (b) When longest span ... project. And of single or twin tubes (including tunnel(s) for roads/railway/metro/rail/irrigation/hydro-electric projects etc.) having atleast : (a) In 200 m, then no additional qualification is required. (b) When length 20% length of the tunnel to constructed in this project or 2 km, whichever is less. | For normal Highway projects (including Major Bridges/ ROB/ Flyovers / Tunnels): Provided that at least one similar work construction of Bridge/ROBs/Flyovers/Tunnel in the last 10 (Ten) years preceding the Bid Due Date (works completed 30 days prior to the bid due date shall also be considered for this clause) i.e. shall have completed atleast one similar Bridge/ROB/Flyover having span equal to or greater than : (a) In case, to 60m, no additional qualification is required. (b) When longest span ... project. And of single or twin tubes (including tunnel(s) for roads/railway/metro/rail/irrigation/hydro-electric projects etc.) having atleast : (a) In 200 m, then no additional qualification is required. (b) When length 20% length of the tunnel to constructed in this project or 2 km, whichever is less. |
| 7. | 2.2.2.2 (iii) (a) (a1) of RFP | For Stand-alone specialized projects: (a) Major Bridges/ROB/Flyovers projects: (a1) In case the cost of specialized project is more than ₹ 1,000 Cr. The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at | For Stand-alone specialized projects: (a) Major Bridges/ROB/Flyovers projects: (a1) In case the cost of specialized project is more than ₹ 1,000 Cr. The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at least one similar Major Bridge/ |

| | | | |
|----|---|--|--|
| | | <p>least one similar Major Bridge/ ROB/ Flyover project in the last 10 (Ten) financial years preceding the Bid Due having span equal to or greater than 50% of the longest span or 100 m, whichever is less of the structure proposed in this project and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost. 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.</p> | <p>ROB/ Flyover project in the last 10 (Ten) financial years preceding the Bid Due Date (works completed 30 days prior to the bid due date shall also be considered for this clause), having span equal to or greater than 50% of the longest span or 100 m, whichever is less of the structure proposed in this project and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost. 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.</p> |
| 8. | <p>Section 2: Instruction to bidders, 2.2.2.2 (iii) (a)</p> | <p>For Stand-alone specialized projects: (a) Major Bridges/ROB/ Flyovers projects: (a2) In case the cost of specialized project is more than ₹ 1,000 Cr: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at least one similar Bridge/ ROB/ Flyover project in the last 10 (Ten) years preceding the Bid Due having span equal to or greater than 50% of the longest span of the structure proposed in this project or 100m, whichever is less, and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost or ₹ 1000Cr. whichever is less. 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 or ₹ 1000 Cr., whichever is less.</p> | <p>For Stand-alone specialized projects: (a) Major Bridges/ROB/Flyovers projects: (a2) In case the cost of specialized project is more than ₹ 1,000 Cr: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at least one similar Bridge/ ROB/ Flyover project in the last 10 (Ten) years preceding the Bid Due Date (works completed 30 days prior to the bid due date shall also be considered for this clause), having span equal to or greater than 50% of the longest span of the structure proposed in this project or 100m, whichever is less, and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost or ₹ 1000Cr. whichever is less. 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 or ₹ 1000 Cr., whichever is less.</p> |
| 9. | <p>Section 2: Instruction to bidders, 2.2.2.2 (iii) (b)</p> | <p>Tunnel project: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed atleast one tunnel project in the last 10 (Ten) years preceding the Bid Due Date consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/ hydro-electric projects etc.) having atleast 50% of the cross-sectional area of the tunnel to be constructed or cross sectional area of 2 lane highway tunnel, whichever is less, and 20% length of the tunnel to constructed in this project or 2 km, whichever is less and the cost of such project shall be atleast 20% of the Estimated Project Cost or Rs. 1000 crore, whichever is less. 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 or ₹ 1000 Cr., whichever is less.</p> | <p>Tunnel project: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed atleast one tunnel project in the last 10 (Ten) years preceding the Bid Due Date (works completed 30 days prior to the bid due date shall also be considered for this clause), consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/ hydro-electric projects etc.) having atleast 50% of the cross-sectional area of the tunnel to be constructed or cross sectional area of 2 lane highway tunnel, whichever is less, and 20% length of the tunnel to constructed in this project or 2 km, whichever is less and the cost of such project shall be atleast 20% of the Estimated Project Cost or Rs. 1000 crore, whichever is less. 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 or ₹ 1000 Cr., whichever is less.</p> |

| 10. | 2.2.2.2 (iv) | The updation factor to update the price of the eligible projects for the year indicated in..... | The updation factor to update the price of the eligible projects for the year indicated in..... <i>Note: 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.</i> | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------|--|--|--|--------|--------|---------|--------|--------|-----------------|------|------|------|------|------|--|------|--------|--------|--------|--------|--------|---------|-----------------|------|------|------|------|------|------|
| 11. | New note added after Clause 2.2.2.3 (ii) | (i) 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 15% (Fifteen percent) of the Estimated Project Cost for the last 5 (five) financial years. <table><tr><th>Year</th><th>Year-1</th><th>Year-2</th><th>Year-3</th><th>Year-4</th><th>Year-5</th></tr><tr><td>Updation 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 | Updation factor | 1.00 | 1.05 | 1.10 | 1.15 | 1.20 | (ii) 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 15% (Fifteen percent) of the Estimated Project Cost for the last 5 (five) financial years. <table><tr><th>Year</th><th>Year-1</th><th>Year-2</th><th>Year-3</th><th>Year-4</th><th>Year-5</th><th>Year-6*</th></tr><tr><td>Updation factor</td><td>1.00</td><td>1.05</td><td>1.10</td><td>1.15</td><td>1.21</td><td>1.25</td></tr></table> <i>*In case, the audited annual financial statements/accounts for the year-1 are not available and undertaking has been submitted duly endorsed by the statutory auditor is submitted then only year-6 will be considered.</i> Note: The Statutory Auditor (SA) shall upload the information on UDIN portal and attach a copy of the certificate downloaded from the portal indicating net worth and turn over for each of the last five years. | Year | Year-1 | Year-2 | Year-3 | Year-4 | Year-5 | Year-6* | Updation factor | 1.00 | 1.05 | 1.10 | 1.15 | 1.21 | 1.25 |
| Year | Year-1 | Year-2 | Year-3 | Year-4 | Year-5 | | | | | | | | | | | | | | | | | | | | | | | | |
| Updation factor | 1.00 | 1.05 | 1.10 | 1.15 | 1.20 | | | | | | | | | | | | | | | | | | | | | | | | |
| Year | Year-1 | Year-2 | Year-3 | Year-4 | Year-5 | Year-6* | | | | | | | | | | | | | | | | | | | | | | | |
| Updation factor | 1.00 | 1.05 | 1.10 | 1.15 | 1.21 | 1.25 | | | | | | | | | | | | | | | | | | | | | | | |
| 12. | 2.2.2.6 (ii) of RFP | For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have 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 amounts (gross) actually received, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, receipts of or work executed amount less than 10% of the Estimated Project Cost shall not be reckoned as 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 and also cost towards pre- | For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have received payments from its client(s) as main contractor or approved sub-contractor of the Authority for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, receipts of or work executed amount less than 5% of the Estimated Project Cost shall not be reckoned as 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 and also cost towards pre- construction activities (like shifting of | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | construction activities (like shifting of utilities etc.) shall not be included hereunder. | utilities etc.) shall not be included hereunder. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|--|--|---------------------------------------|------------------------------|-------------------|-------------------|------------------|----------------------|------------------------|------------------|----------------|-------------------------|--------------------------|------------------|----------------|----------------------|-------------------------|-------------------|-------------------------|--------------------|-----------------------|-----------------------|-------------------------|--------------------------|--------------|-------------------------------|-------------------------|-------------------------|--|---------------------------|--|------------------------------|--|-----------------------------|--|-------------------|--|----------------------------|
| 13.2.21.1 (a) Performance Security | (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 nationalized bank or a Scheduled Bank in India having a net worth of at least ₹ 1,000 crore (Rupees One thousand Crore), in favour of the Authority in the format at Appendix –VII. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. A scanned copy of the Bank Guarantee shall be uploaded on e- procurement portal while applying to the tender. | (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 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. <table><tr><th>List of Scheduled Public Sector Banks</th><th>List of Private Sector Banks</th></tr><tr><td>1. Bank of Baroda</td><td>1. Axis Bank Ltd.</td></tr><tr><td>2. Bank of India</td><td>2. Bandhan Bank Ltd.</td></tr><tr><td>3. Bank of Maharashtra</td><td>3. CSB Bank Ltd.</td></tr><tr><td>4. Canara Bank</td><td>4. City Union Bank Ltd.</td></tr><tr><td>5. Central Bank of India</td><td>5. DCB Bank Ltd.</td></tr><tr><td>6. Indian Bank</td><td>6. Federal Bank Ltd.</td></tr><tr><td>7. Indian Overseas Bank</td><td>7. HDFC Bank Ltd.</td></tr><tr><td>8. Punjab National Bank</td><td>8. ICICI Bank Ltd.</td></tr><tr><td>9. Punjab & Sind Bank</td><td>9. Indusind Bank Ltd.</td></tr><tr><td>10. State Bank of India</td><td>10. IDFC First Bank Ltd.</td></tr><tr><td>11. UCO Bank</td><td>11. Jammu & Kashmir Bank Ltd.</td></tr><tr><td>12. Union Bank of India</td><td>12. Karnataka Bank Ltd.</td></tr><tr><td></td><td>13. Karur Vysya Bank Ltd.</td></tr><tr><td></td><td>14. Kotak Mahindra Bank Ltd.</td></tr><tr><td></td><td>15. Lakshmi Vilas Bank Ltd.</td></tr><tr><td></td><td>16. RBL Bank Ltd.</td></tr><tr><td></td><td>17. South Indian Bank Ltd.</td></tr></table> | List of Scheduled Public Sector Banks | List of Private Sector Banks | 1. Bank of Baroda | 1. Axis Bank Ltd. | 2. Bank of India | 2. Bandhan Bank Ltd. | 3. Bank of Maharashtra | 3. CSB Bank Ltd. | 4. Canara Bank | 4. City Union Bank Ltd. | 5. Central Bank of India | 5. DCB Bank Ltd. | 6. Indian Bank | 6. Federal Bank Ltd. | 7. Indian Overseas Bank | 7. HDFC Bank Ltd. | 8. Punjab National Bank | 8. ICICI Bank Ltd. | 9. Punjab & Sind Bank | 9. Indusind Bank Ltd. | 10. State Bank of India | 10. IDFC First Bank Ltd. | 11. UCO Bank | 11. Jammu & Kashmir Bank Ltd. | 12. Union Bank of India | 12. Karnataka Bank Ltd. | | 13. Karur Vysya Bank Ltd. | | 14. Kotak Mahindra Bank Ltd. | | 15. Lakshmi Vilas Bank Ltd. | | 16. RBL Bank Ltd. | | 17. South Indian Bank Ltd. |
| List of Scheduled Public Sector Banks | List of Private Sector Banks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Bank of Baroda | 1. Axis Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. Bank of India | 2. Bandhan Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. Bank of Maharashtra | 3. CSB Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. Canara Bank | 4. City Union Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. Central Bank of India | 5. DCB Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. Indian Bank | 6. Federal Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. Indian Overseas Bank | 7. HDFC Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. Punjab National Bank | 8. ICICI Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. Punjab & Sind Bank | 9. Indusind Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10. State Bank of India | 10. IDFC First Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11. UCO Bank | 11. Jammu & Kashmir Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12. Union Bank of India | 12. Karnataka Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 13. Karur Vysya Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 14. Kotak Mahindra Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 15. Lakshmi Vilas Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 16. RBL Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 17. South Indian Bank Ltd. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | |
|---|---|---|
| | | 18. Taminadu Mercantile Bank Ltd. 19. YES Bank Ltd. 20. IDBI Bank Ltd. |
| 14. 2.21.1 (b) Performance Security | (i) If the Bid Price offered by the Selected Bidder is lower than 10% but upto 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder. (ii) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder | (i) If the Bid Price offered by the Selected Bidder is lower than 15% but upto 20% of the Estimated Project Cost, then the Additional Performance Security shall be 10% of the Bid Price offered by the selected Bidder. (ii) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be 20% of the Bid Price offered by the Selected Bidder. |
| 15. Appendix -XI Format for Turnover | In case financial statements of the latest financial year are not audited and therefore, the bidder cannot make it available, the bidder shall provide an undertaking to this effect and statutory auditor shall certify the same. In such case, the bidder shall provide the audited financial statements for five years immediately preceding the year for which the audited annual report is not being produced as per clause 2.2.2.8 of the RFP. In case, undertaking duly certified by statutory auditor is not submitted under such circumstances, the annual turnover for the year for which audited annual financial statements are not available shall be considered as 'Nil' for the purposes of arriving at the average annual turnover. | In case financial statements of the latest financial year are not audited and therefore, the bidder cannot make it available, the bidder shall provide an undertaking to this effect and statutory auditor shall certify the same. In such case, the bidder shall provide the audited financial statements for five years immediately preceding the year for which the audited annual report is not being produced as per clause 2.2.2.8 of the RFP which shall be considered for evaluation. In case, undertaking duly certified by Statutory auditor is not submitted under by the bidder, under such circumstances, the annual turnover for the year for which audited annual financial statements are not available shall be considered as 'Nil' for the purposes of arriving at the average annual turnover. |
| 16. Appendix-IA Annex-IV Details of Eligible Projects | - | <ul style="list-style-type: none"> • Whether main contractor or sub-contractor • If sub-contractor, whether approved by the Authority or not. (if approved sub-contractor, a copy of such approval must be attached with the Bid) |
| 17. Appendix-IA Annex-IV | 7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency | 7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession |

| | | |
|--|---|---|
| Details of Eligible Projects, Instructions | (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 | 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 alongwith the bid. |
| 18. Sec-7 of DATA SHEET | Physical Submission of Bid Documents/POA etc.: Upto 11:00 hrs IST on BID Opening Date. | Physical Submission of Bid Documents/POA etc.: Upto 11:00 hrs IST on BID Opening Date. before issue of LOA. |
| 19. | The Government of India] entrusted Construction of Uni-Directional Khellani Tunnel of length 1.574 Km & its approach Road from Km 29.030 to Km 31.449 of total length of 2.419 Km on NH-244 in Union Territory of Jammu & Kashmir on EPC Modeto the Authority | The Government of India] entrusted Construction & Upgradation to 2 lane with paved shoulder from Design Km. 31.449 (Khellani) (Ex. Km 44.946) to Km 51.700 (Prem Nagar) (Ex. Km 68+617) of 20.251 Km length on Khellani – Kishtwar – Chattoo section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode (Pkg –I).to the Authority |
| 20. DCA | Project Highway” means the Site comprising Construction of Uni-Directional Khellani Tunnel of length 1.574 Km & its approach Road from Km 29.030 to Km 31.449 of total length of 2.419 Km on NH-244 in Union Territory of Jammu & Kashmir on EPC Mode. and all Project Assets, and its subsequent development and augmentation in accordance with this Agreement; | Project Highway” means the Site comprising Construction & Upgradation to 2 lane with paved shoulder from Design Km. 31.449 (Khellani) (Ex. Km 44.946) to Km 51.700 (Prem Nagar) (Ex. Km 68+617) of 20.251 Km length on Khellani – Kishtwar – Chattoo section of NH-244 in the Union Territory of Jammu & Kashmir on EPC mode (Pkg –I). and all Project Assets, and its subsequent development and augmentation in accordance with this Agreement; |
| 21. Cl. 7.1 (i) of Article -7 of DCA | 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 2% (two 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) If the Bid Price offered by the Selected Bidder is lower than 10% but upto 20% of the estimated Project Cost, then the Additional Performance Security shall be calculated @20% of the difference in the (i) Estimated Project Cost (as mentioned in | 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) If the Bid Price offered by the Selected Bidder is lower than 15% but upto 20% of the Estimated Project Cost, then the Additional Performance Security shall be 10% of the Bid Price offered by the selected Bidder. (b) If the Bid Price offered by the Selected Bidder is lower than 20% of |

| | | |
|-----|--|--|
| | <p>RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder.</p> <p>(b) If the Bid Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-10% of the Estimated Project Cost and (ii) the Bid Price offered by the Selected Bidder.</p> | <p>the Estimated Project Cost, then the Additional Performance Security shall be 20% of the Bid Price offered by the Selected Bidder.</p> |
| 22 | <p>CI.14.1 (i) of Article-14 of DCA</p> <p>The Contractor shall maintain the Project Highway for a period of 5 (five) years, corresponding to the Defects Liability Period, commencing from the date of the Completion Certificate (the "Maintenance Period"). For the performance of its Maintenance obligations, the Contractor shall be paid</p> <p>(a)..... (b).... (c)..... (d).....</p> | <p>The Contractor shall maintain the Project Highway for a period of 5 (five) years, corresponding to the Defects Liability Period, commencing from the date of the Completion Certificate (the "Maintenance Period"). For the performance of its Maintenance obligations, the Contractor shall be paid (if not included in the Schedule - H):</p> <p>(a)..... (b).... (c)..... (d).....</p> <p>(e) For any other works: The contractor shall be paid at the rate of 0.50% of the contract price for the entire duration of maintenance period.</p> |
| 23. | <p>Article 23 New 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 2 years and shall not be able to bid any contract of the Authority either singularly or in a JV or its Related Parties. (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> |
| 24. | <p>Article 23 New 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> <p>(a) Failure to achieve milestones; (b) Failure to achieve targets / interim targets duly communicated by the Authority or its officers; (c) Clumsy execution of work showing total disregard to public safety in construction zone and public convenience; (d) Showing total disregard to environmental laws, local laws and State / local administration concerns;</p> |

| | | |
|-----|--|--|
| | | <p>(e) Showing total lack of ability (whether managerial / technical) to execute projects of such size;</p> <p>(f) Failure to mobilize machinery / manpower as per the discretion of the Authority or its officers;</p> <p>(g) Failure to abide by any lawful direction of the Authority or its officers.</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 Dy. General Manager.</p> <p>Provided, upon satisfactory action on the matter for which the contractor has been placed in the list, the Competent Authority may allow the contractor to be deleted from the 'Negative List'.</p> |
| 25. | Article 23 New clause 23.1 (vii) | <p>Consequence of placement in the Negative List :- The contractor or its Related Parties shall not be able to bid in any of the Authority's contracts / projects for a period of 2 years or till the completion of the ongoing contract, whichever is earlier.</p> |
| 26. | Technical Schedule | Modified Technical Schedule |


 (B. Shivprasad)
 General Manager(T)