National Highways & Infrastructure Development Corporation Ltd.

08.12.2020

Sub: "Construction & Upgradation to 2-lane /4lane with paved shoulder from Design Km 148+589 (Existing km 235+070) (Vailoo)to Territory of Jammu & Kashmir on EPC mode.(Pkg-VI)". Design Km 176+532 (Existing km 263+070) Donipawa of 27.943 km length on Khellani-Khanabal section of NH-244 in the Union

Amendment No-I

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						of RFP.	CI.2.2.2.2 (ii)	RFP		Description	Clause and
(a) In 200 m, then no additional qualification is required.	en longest span project of single or twin tubes (including tunnel(s) for allway/metro/rail/irrigation/hydro-electric projects etc.) having	nal qualification is required.	considered for thisClause) i.e. shall have completed atleast one similar Bridge/ROB/Flyover having span equal to or greater than:		2210	Bridges/ ROB/Flyovers/Tunnels):	For normal Highway projects (including Major	(NHIDCL carry out the bidding processProject are as follows:		AS FEI REF	^
And of single or twin tubes (including tunnel(s) for	than: (a) In case, to 60m, no additional qualification is required.	have completed atleast one similar Bridge/ROB/Flyover having span equal to or greater	(works completed 30 days prior to the bid due date shall also be considered for this clause) i.e. shall	last 10 (Ten) years preceding the Bid Due Date	Provided that at least one similar work	(including Major Bridges / ROB / Flyovers / Tunnels):	For normal Highway projects	Competitive bidding process Project are as follows:	Corporation Limited represented by its Managing Director now invites National Competitive Bids from eligible contractors for the following project	Amenaments/Modifications	A 00000 d 000000 / AA 0 2 16: 0 04: 000

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4. 2.2.2.2 (a) of	
RFP (iii)	
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 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.	(b) When length 20% length of the tunnel to constructed in this project or 2 km, whichever is less.
(a) Major Bridges/ROB/Flyovers projects: (a1) In case the cost of specialized project is more than ₹ 1,000 Cr: The sole Bidder10 (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 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 is equal to or more than 20% of the Estimated Project Cost. 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.	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.

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3	Instruction to bidders, 2.2.2.2 (iii)	Section 2:		
	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	Tunnel project: The sole Bidder or in case the Bidder being a Joint Venture,		
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 2 lane highway tunnel, whichever is less, and 20% length of the tunnel to constructed in this	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	Tunnel project: The sole Bidder or in case the Bidder	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	considered to be completed, if more than 90% of the

or Rs. 1000 crore, whichever is less. For this purpose, a completed value of work is equal to or more than 20% of 90% of the value of work has been completed and such project shall be considered to be completed, if more than project shall be atleast 20% of the Estimated Project Cost the Estimated Project Cost or ₹ 1000 Cr., whichever is 의 의 의 의 원 Z SS

eligible projects for the year indicated in table below: The updation factor to update the price of the

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year indicated in table below:

The updation factor to update the price of the eligible projects for the

Ŝ CI.2.2.2.2

Up-dation factor

1.00

1.05

1.10

1.15

1.20

Year

Year-1

Year-2

Year-3

Year-4

Year-5

Note: To satisfy the auglification requirement	Up-dation factor	Year
satisfy	1.00	Year-1
the an	1.05	Year- 2
alification	1.10	Year-3
n remin	1.15	Year -4
tagma,	1.20	Year- 5

owning department/corporations signed by Officer under clause 2.2.2.2 (ii) & (iii), the bidder is required to submit a certificate from project danilication redamentent

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of 15% (Fifteen percent) of the Estimated Project Cost for the last 5	to the price level of the year based on factors indicated in table below)	The Bidder shall have a minimum Average Annual Turnover (updated						
Year Year-1 Year-2 Year- Ye Ye		the last 5 (five) financial years.	(Fifteen percent) of the Estimated Project Cost	based on factors indicated in table below) of 1	Turnover (updated to the price level of the y	The Bidder shall have a minimum Average Anr	equivalent.	

or

7.

dation	Up-	Year
	1.00	Year-1
	1.05	Year-2
	1.10	Year-3
	1.15	Year-4
	1.20	Year-5

factor

Clause 2.2.2.3 (ii)

(five) financial years.

certificate the same will not be considered for evaluation. the figures in the certificate. In case, UDIN number is not mentioned in the using UDIN number and the figures uploaded on UDIN portal will prevail over for evaluation under para 2.2.2.2 and 2.2.2.3, the Authority will verify the figures Note: For all the certificates issued by Statutory auditor/ Chartered accountant ractor

> dation Up-1.00 1.05 1.10 S 1.15 1.21 1.25 ar տ st for year nnual 15% 3 9 Ye

only year-6 will be considered. endorsed by the statutory auditor is submitted then available and undertaking has been submitted duly statements/accounts case, the audited for the year-1 annual are not financia

the certificate downloaded from the indicating net worth and turn over for each of the information on UDIN portal and attach a copy of Note: The Statutory Auditor (SA) shall upload the last five years. portal

such 5 (five) financial years shall qualify for purposes of and only the amounts (gross) actually received, during financial years immediately preceding the Bid Due Date, works executed, fully or partially, during the 5 (five) approved sub-contractor of the Authority for construction payments from its client(s) as main contractor or Categories 3 and 4, the Bidder should have received For a project to qualify as an Eligible Project under work executed amount less than 5% of the Estimated computing the Experience Score. However, receipts of or Project Cost shall not be reckoned as receipts for Eligible

construction works shall not include supply of goods or equipment except

reckoned as receipts for Eligible Projects. For the avoidance of doubt

EPC contract for the project. Further, the cost of land and also cost towards when such goods or equipment form part of a turn-key construction contract. executed amount less than 10% of the Estimated Project Cost shall not be purposes of computing the Experience Score. However, receipts of or work actually received, during such 5 (five) financial years shall qualify for 쮸 2.2.2.6

(ii) of

For a project to qualify as an Eligible Project under Categories 3 and 4, the

works executed, fully or partially, during the 5 (five) financial years Bidder should have received payments from its client(s) for construction

immediately preceding the Bid Due Date, and only the amounts (gross)

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				9														shall be uploaded on e- procurement portal while applying to the tender.	Reserve Bank of India Act, 1934. A scanned copy of the Bank Guarantee	Scheduled Bank shall mean a bank as defined under Section 2(e) of the	by any nationalised bank in India is required. For the avoidance of doubt,	Guarantee is issued by a foreign bank outside India, confirmation of the same	in favour of the Authority in the format at Appendix -VII. In case the Bank	having a net worth of at least ₹ 1,000 crore (Rupees One thousand Crore),	guarantee issued by the nationalized bank or a Scheduled Bank in India	Bidder shall furnish to the Authority an irrevocable and unconditional	(a) Within 30 (thirty) days of receipt of Letter of Acceptance, the selected					hereunder.	pre- construction activities (like shifting of utilities etc.) shall not be included
8. Punjab National	Bank	Indian Overseas		Indian Bank	India	Central Bank of		Canara Bank	Maharashtra	Bank of		Bank of India		 Bank of Baroda 	Public Sector Banks	List of Scheduled	Banks not mentioned in the g	from the Govt./RBI. The BGs	bank on which BG shall be	Authority reserves the right to	Authority. The list of such ba	as per the latest annual repo	Banks having the Net Worth	issued by the Public Sector	Authority an irrevocable a	Acceptance, the selected	(a) Within 30 (thirty) da	be included hereunder.	Further, the cost of land	construction contract / EF	when such goods or equip	shall not include supply of	Projects. For the avoidance
8. ICICI Bank	Bank Ltd.	7. HDFC	Bank Ltd.	6. Federal	Ltd.	5. DCB Bank	Bank Ltd.	4. City Union	Ltd.	CSB Bank	Bank Ltd.	2. Bandhan	Ltd.	1. Axis Bank	Sector Banks	List of Private	Banks not mentioned in the given list shall not be accepted.	from the Govt./RBI. The BGs issued by 'Foreign Banks' and	bank on which BG shall be accepted based on advisories	reserves the right to add or remove any of names	The list of such banks is mentioned below. The	as per the latest annual report of the bank, in favour of the	Banks having the Net Worth of Rs 1,000/- crores or more	the Public Sector Banks or Scheduled Private	an irrevocable and unconditional guarantee	the selected Bidder shall furnish to the	Within 30 (thirty) days of receipt of Letter of	be included hereunder.	the cost of land and also cost towards pre-	construction contract / EPC contract for the project.	when such goods or equipment form part of a turn-key	shall not include supply of goods or equipment except	For the avoidance of doubt, construction works

9. Punjab & Sind Bank		רוכם כוומומע ביי		
9. Punjab & Sind Bank 10. State Bank of India 11. Jammu & Kashmir Bank Ltd. 11. Jammu & Kashmir Bank Ltd. 12. Union Bank of Italian India 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. RBL Bank Ltd. 19. YES Bank Ltd. 10. IDBI Bank Ltd. 11. Jammu & Kashmir Bank Ltd. 12. Union Bank of Italian Indian Bank Ltd. 13. Karur Vysya Bank Itd. Itd. Itd. Itd. Itd. Itd. Itd. Itd.	e Estimated Project Cost, then nee Security shall be 20% of	lower than 20% of the Additional Performan		
9. Punjab & Sind Bank Ltd. 10. State Bank of Bank Ltd. 11. Jammu & Kashmir Bank Ltd. 11. UCO Bank 12. Union Bank of 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. Tamilnadu Mercantile Bank Ltd. 19. YES Bank Ltd. 10. DBI Bank Ltd. 11. Wotak Mahindra Bank Ltd. 12. Union Bank of 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. Tamilnadu Mercantile Bank Ltd. 19. YES Bank Ltd. 20. IDBI Bank Ltd. 20. IDBI Bank Ltd. 19. YES Bank Ltd. 20. IDBI Bank Ltd. 19. YES Bank Ltd. 19. YES Bank Ltd. 20. IDBI Bank Ltd. 20. IDBI Bank Ltd. 21. YES Bank Ltd. 22. IDBI Bank Ltd. 23. IDBI Bank Ltd. 24. Jerror of the Selected Bidder, and amount calculated as under: (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	e offered by the selected Bidde offered by the Selected Bidde	(ii) If the Bid Price		
9. Punjab & Sind Bank 10. State Bank of Bank Ltd. 11. UCO Bank 11. Jammu & Kashmir Bank Ltd. 12. Union Bank of Ltd. 12. Union Bank of 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. Tamilhadu Mercantile Bank Ltd. 19. YES Bank Ltd. 10. IDBI Bank Ltd. 11. Jammu & Kashmir Bank Ltd. 12. Karmataka 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. Tamilhadu Mercantile Bank Ltd. 19. YES Bank Ltd. 20. IDBI Bank Ltd. 21. Variational Performance Security, shall also furnish to the Authority an irrevocable and unconditional guarantee from a Bank in the same form given at Appendix-VII towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under: (i) If the Bid Price offered by the Selected Bidder is lower than 15% but noto 20% of the Estimated Project Cost.	al Performance Security shall	then the Additiona		
9. Punjab & Sind Bank Ltd. 10. State Bank of India 11. Jammu & Kashmir Bank Ltd. 11. UCO Bank India 12. Union Bank of Ltd. 12. Union Bank of 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. Tamilinadu Mercantile Bank Ltd. 19. YES Bank Ltd. 19. YES Bank Ltd. 19. YES Bank Ltd. 10. 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 Appendix-VIII towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:	red by the Selected Bidder is lo 20% of the Estimated Proiect C	(i) If the Bid Price offer		
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Section-7 DATA	Appendix-IA Annex-IV Details Eligible Projects, Instructions	Appendix-IA Annex-IV Details of Eligible Projects	Appendix -XI Format format	
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Physical Submission of Bid Documents/POA etc.: Upto 11:00 hrs IST on	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 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		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.	
Physical Submission of Bid Documents/POA etc.: Upto 11:00 hrs IST on BID Opening Date. before issue of	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 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 subcontractor. 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.	 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) 	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 proceeding 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.	(iii) This Additional Performance Security shall be treated as part of the Performance Security.

18.	17.	6.	햣	
Cl. 7.1 (i) of Article -7 of DCA	<u>C</u> F F	Section-7 of DATA		SHEET
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.	Bid opening date	Bid Due date	Online Bid submission	BID Opening Date.
Acceptance, the irrevocable and t forth in Annexn amount equal	17.12.2020 (1130 hrs)	16.12.2020 (1130 hrs)	09.12.2020	
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") 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 the Estimated Project Cost,	Bid opening date	Bid Due date	Online Bid submission	LOA.
pt of Letter of shall furnish to d unconditional rm set forth in "Performance to 3% (three bids mentioned long with the furnish to the unconditional re form given at an Additional "Additional "Additional hount calculated by the Selected by the Bidder Selected Bidder Sel	24.12.2020 (1130 hrs)	23.12.2020 (1130 hrs)	21.12.2020	

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		Cl.14.1 (i) of Article-14 of DCA				
(d)	(b)	(a)	commencing from the date of the Completion Certificate (the "Maintenance Period"). For the performance of its Maintenance obligations, the Contractor shall be paid:	The Contractor shall maintain the Project Highway for a period of 5 (five) years, corresponding to the Defects Liability Period,		
paid at the rate of 0.50% of the contract price for the entire duration of maintenance period.	(c) (d) (e) For any other works: The contractor shall be	included in the Schedule - H): (a)	of the Completion Certificate (the "Maintenance Period"). For the performance of its Maintenance obligations, the Contractor shall be paid (if not	The Contractor shall maintain the Project Highway for a period of 5 (five) years, corresponding to the Defects Liability Period, commencing from the date	(c) This Additional Performance Security shall be treated as part of the Performance Security.	then the Additional Performance Security shall be 20% of the Bid Price offered by the Selected Bidder

(B Shydrasad)