

National Highways & Infrastructure Development Corporation Ltd.

22.12.2020

Sub Sub: Construction of New 2-Lane bypass from Design km 176+532(Existing km 263+070) (Donipawa) on NH-244 to Design Km 185+002 (Near Khudwani on NH-44 at existing km 238+500)(Ashajipora) of 8.470km length i.e. to connecting NH-244 & NH-44 in the Union Territory of Jammu & Kashmir on EPC mode. (Pkg-VII).

Tender Id:2020_NHIDC_598923_1

Amendment No-I

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 Highways & Infrastructure Development Corporation Limited (NHIDCL..... carry out the bidding processProject are as follows:	The National Highways & Infrastructure Development Corporation Limited (NHIDCL) ... carry out the National Competitive bidding process... Project are as follows:
3.	2.1.2	For work having Estimated Project Cost up to ₹ 500 Crore, no International Bidder is eligible as individually or as a member of a Joint Venture. For work more than ₹ 500Crore an International Bidder bidding individually or as a member of a Joint Venture shall ensure that Power of Attorney and other translated document are apostille by appropriate authority and requirement of Indian Stamp Act is duly fulfilled.	For this work no International Bidder is eligible either individually or as a member of a Joint Venture.
4.	2.1.12	While The bidding is open to persons from India only country, the following provisions shall apply: (i) 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	The bidding is open to persons from India only.



	<p>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>(ii) Also for a project costing less than ₹ 500 Crore, a firm/company having not less than 50% (fifty percent) of the aggregate issued, subscribed and paid up equity share capital is held by persons resident outside India or is controlled by persons resident outside India, is not eligible for the project/Bid.</p> <p>(iii) For work having Estimated Project Cost up to ₹ 500 Crore, no International Bidder is eligible as individually or as a member of a Joint Venture.</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 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>2. 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>3. 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>4. 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</p>	
--	---	--



		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	
5.		<p>i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>iii. Bidder from a country which shares a land border with India for the purpose of this order means:-</p> <p>a) An entity incorporated, established or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An India (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or Joint Venture where any member of the consortium or joint venture falls under any of the above</p> <p>iv. The beneficial owner for the purpose of (iii) above will be as under:</p> <p>1. In case of a company or limited liability partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p>	Deleted.



	<p>Explanation</p> <ol style="list-style-type: none"> a. "Controlling ownership interest" means ownership of or entitlement to more than twenty – five per cent of shares or capital or profits of the company. b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent or capital or profits of such association or body of individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. v. An agent is a person employed to do any act for another, or to represent another in dealings with third person. vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. <p>Note: 1. For this clause the meaning of the Competent Authority shall be as defined in Annexure- I of Order (Public Procurement No. 1) F. No. 6/18/2019-PPD dated 23.07.2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance.</p>	
--	--	--



6.	Cl.2.2.2.2 (ii) of RFP.	<p>For normal Highway projects (including Major Bridges/ ROB/Flyovers/Tunnels):</p> <p>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 :</p> <p>(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.</p>	<p>For normal Highway projects (including Major Bridges / ROB / Flyovers / Tunnels):</p> <p>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.</p>
7.	2.2.2.2 (iii) (a) of RFP	<p>For Stand-alone specialized projects:</p> <p>(a) Major Bridges/ROB/Flyovers projects:</p> <p>(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 <u>50% of the longest span or 100 m, whichever is less of the structure proposed in this project</u> and also the cost of such similar project shall be atleast <u>20% of the Estimated Project Cost</u>. 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>(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</p>	<p>For Stand-alone specialized projects:</p> <p>(a) Major Bridges/ROB/Flyovers projects:</p> <p>(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 <u>50% of the longest span or 100 m, whichever is less of the structure proposed in this project</u> and also the cost of such similar project shall be atleast <u>20% of the Estimated Project Cost</u>. 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</p>

		project....., whichever is less.	<p>work is equal to or more than 20% of the Estimated Project Cost.</p> <p>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 <u>the cost of such similar project shall be atleast 20% of the Estimated Project Cost or ₹ 1000Cr.</u> 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>
8.	Section 2: Instruction to bidders, 2.2.2.2 (iii) (b)	<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 <u>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.</u> 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 <u>more than 20% of the Estimated Project Cost or ₹ 1000 Cr., whichever is less.</u></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 <u>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</u></p>



			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.																										
9.	Cl.2.2.2.2 (iv)	<p>The updation factor to update the price of the eligible projects for the year indicated in table below:</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	<p>The updation factor to update the price of the eligible projects for the year indicated in table below:</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><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></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		
Year	Year-1	Year-2	Year-3	Year-4	Year-5																								
Up-dation factor	1.00	1.05	1.10	1.15	1.20																								
Year	Year-1	Year-2	Year-3	Year-4	Year-5																								
Up-dation factor	1.00	1.05	1.10	1.15	1.20																								
10.	Clause 2.2.2.3 (ii)	<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 15% (Fifteen percent) of the Estimated Project Cost 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> <p>Note: For all the certificates issued by Statutory auditor/ Chartered accountant for evaluation under para 2.2.2.2 and 2.2.2.3, the Authority will verify the figures using UDIN number and the figures uploaded on UDIN portal will prevail over the figures in the certificate. In case, UDIN number is not mentioned in the</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>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.</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>1.21</td><td>1.25</td></tr></table> <p><i>*In case, the audited annual financial statements/accounts</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	1.21	1.25
Year	Year-1	Year-2	Year-3	Year-4	Year-5																								
Up-dation factor	1.00	1.05	1.10	1.15	1.20																								
Year	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6*																							
Up-dation factor	1.00	1.05	1.10	1.15	1.21	1.25																							

		certificate the same will not be considered for evaluation..	<p><i>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></p> <p>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.</p>
11.	2.2.2.6 (ii) of RFP	<p>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- construction activities (like shifting of utilities etc.) shall not be included hereunder.</p>	<p>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 utilities etc.) shall not be included hereunder.</p>



12.2.21.1 (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.	
		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.



			<table><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 rowspan="7"></td><td>13. Karur Vysya Bank Ltd.</td></tr><tr><td>14. Kotak Mahindra Bank Ltd.</td></tr><tr><td>15. Lakshmi Vilas Bank Ltd.</td></tr><tr><td>16. RBL Bank Ltd.</td></tr><tr><td>17. South Indian Bank Ltd.</td></tr><tr><td>18. Tamilnadu Mercantile Bank Ltd.</td></tr><tr><td>19. YES Bank Ltd.</td></tr><tr><td></td><td>20. IDBI Bank Ltd.</td></tr></table>	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. Tamilnadu Mercantile Bank Ltd.	19. YES Bank Ltd.		20. IDBI 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. Tamilnadu Mercantile Bank Ltd.																
	19. YES Bank Ltd.																
	20. IDBI Bank Ltd.																
13.	2.21.1 (b) Performance Security	Deleted	<p>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-VII towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:</p> <p>(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.</p> <p>(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.</p>														

			(iii) This Additional Performance Security shall be treated as part of the Performance Security.
14.	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.
15.	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)
16.	Appendix-IA Annex-IV Details of Eligible Projects, Instructions	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	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 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.

17.	New Clause 2.14 (Xiv) of RFP		Stands debarred from the Authority as a natural consequence of termination of any project / contract of the Authority.
18.	Section-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.		Bid Due Date: 28.12.2020 (1130 hrs)	Bid Due Date: 05.01.2021 (1130 hrs)
20.		Bid Opening Date: 29.12.2020 (1130 hrs)	Bid Opening Date: 06.01.2021 (1130 hrs)
21.	New Clause 2.1.14 (xv) of RFP		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.
22.	New Clause 2.1.15 of RFP		<p>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 NHIDCL, as on the date of financial bid opening, shall not be eligible to bid for this project.</p> <p>Explanation :</p> <p>(i) An LOA issued for any project shall be counted as an on-going project.</p> <p>(ii) Project having EPC cost of Rs. 25 Crores or less shall not be counted for this purpose.</p> <p>(iii) In case of a company, the Related Parties means Related Parties as defined in the Companies Act' 2013, and in case of a bidder other than a company, the Related Parties means bodies in which the bidder or its partners are partner, trustees or directors in other bodies whether</p>

			<p>incorporated or not.</p> <p>To substantiate this, the bidder shall provide an undertaking giving list of all such related parties and projects being executed by the Related Parties in NHIDCL.</p> <p>A certificate in this regard from the Statutory Auditor (with UDIN) shall also be provided by the bidder.</p>
23.	Appendix-II of RFP	<p>I hereby submit aof validity i.e. not less than 180 (one hundred eighty) days from the bid due date.</p> <p>I, on behalf of the bidder, [Name of the bidder], period of one year from the bid due date of this work.</p>	<p>I hereby submit aof validity i.e. not less than 180 (one hundred eighty) days from the bid due date.</p> <p>I, on behalf of the bidder, [Name of the bidder], period of one year from the bid due date of this work.</p>
24.	Cl. 7.1 (i) of Article -7 of DCA	<p>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.</p>	<p>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:</p> <p>(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.</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 20% of the Bid Price offered by the Selected Bidder</p> <p>(c) This Additional Performance Security shall be treated as part of the Performance Security.</p>




25.	Cl.14.1 (i) of Article-14 of DCA	<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)...</p> <p>(b)....</p> <p>(c).....</p> <p>(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)...</p> <p>(b)....</p> <p>(c).....</p> <p>(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>
26.	Article 23 New clause 23.1 (v)of DCA		<p>As a natural consequence of the termination, due to the contractor's failure, the contractor shall be 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.</p> <p>(Explanation :- Such debarment shall be a natural consequence of termination. No separate Show Cause / proceeding shall be initiated for placing such contractor under debarment).</p>
27.	Article 23 New clause 23.1 (vi)of DCA		<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 proportionate to the encumbrance free ROW handed over.</p> <p>(b) Failure to achieve targets / interim targets duly communicated by the Authority or its officers;</p> <p>(c) Failure to mobilize machinery / manpower as per the discretion of the Authority or its officers;</p> <p>(d) Inefficient and unsafe execution of work showing total</p>



			<p>disregard to public safety in construction zone and public convenience.</p> <p>(e) Showing total disregard to environmental laws, local laws and State / local administration concerns;</p> <p>(f) Showing total lack of ability (whether managerial / technical) to execute projects of such size;</p> <p>(g) Failure to abide by any lawful direction of the Authority or its officers.</p> <p>(h) Failure of contractor to extend/ replenish the Performance Security as per Contract Agreement.</p> <p>(i) Failure of contractor to maintain the project highway during construction and/or after completion of work, during the maintenance period.</p> <p>(j) Failure of contractor to rectify defects/ unsafe work within the time period as directed by Authority Engineer.</p> <p>(k) Subcontracting part or whole of the work without approval of the Authority.</p> <p>(l) Failure of contractor to fulfill its obligations as per Article 3 of contract of agreement.</p> <p>Provided that, the Authority shall issue a notice giving 15 days time to the contractor before placing him in the 'Negative List' and upon evaluation of reply, if any, shall take a final decision. Such a notice shall not be issued without the approval of an officer below the rank of Executive Director.</p> <p>Provided, upon satisfactory action on the matter for which the contractor has been placed in the list, the Competent Authority may allow the contractor to be deleted from the 'Negative List'.</p>
--	--	--	--



28.	Article 23 New clause 23.1 (vii) of DCA		<p>Consequence of placement in the Negative List :-</p> <p>"The contractor to include all the JV partners and their related parties shall not be eligible to bid in any of the Authority's contracts / projects for a period of 2 years from the date of being placed in the negative list or till the completion of the ongoing contract or removal of the Contractor from the negative list, whichever is earlier."</p>
-----	--	--	---


 (B. Shivprasad)
 General Manager(T)
 (22.12.2020)