

Table - 2

Addendum to the Package No.GSHP-II/NCB/4 Under Second Gujarat State Highway Project (GSHP-II) Karjan-Borsad Road

Sr. No	Clause Reference	Original Clause	Amended Clause
1	ITB Table of Clauses	Para C. Preparation of Bid Sr.No.11 to 19	Para C. Preparation of Bid Sr.No.11 to 18 New Para D Submission of Bids added Sr.No.19 to 22 Sr.No.19-Sealing and Marking of Bids, Sr.No.20-Deadline for Submission of Bids Sr.No.21-Late Bids, Sr.No.22- Modification and Withdrawal of Bids
2	ITB Clause 4.5A(a)	(a) achieved, in at least two financial years, a minimum annual financial turnover(in all classes of civil engineering construction works only) of Rs.944 Million.	(a) achieved, in at least two financial years, a minimum annual financial turnover(in all classes of civil engineering construction works only) of Rs.935 Million.
3	ITB Clause 4.5 A(b)	(a) Satisfactorily completed (not less than 90% of contract value), as a prime contractor, (or as subcontractor duly certified by the employer/main contractor) at least one similar work. Similar work is defined as "Single work of widening to two lane or more and strengthening State Highway or National Highway of value not less than Rs. 472 million involving earthwork, GSB, WMM/WBM, BUSG and BM/DBM/SDBC/BC etc. and pipe culvert / box culvert / minor bridge / major bridge work.	(a) Satisfactorily completed (not less than 90% of contract value),, as a prime contractor, (or as subcontractor duly certified by the employer/main contractor) at least one similar work. Similar work is defined as "Single work of widening to two lane or more and strengthening of <u>Roads</u> of value not less than Rs. 467 million involving earthwork, GSB, WMM/WBM, BUSG and BM/DBM/SDBC/BC etc. and pipe culvert / box culvert / minor bridge / major bridge work.
4	ITB Clause 4.5 A (c)	Earthwork in both excavation and embankment (combined quantities) - 175000 Cum Granular Sub-Base (GSB) - 135000 Cum Wet Mix Macadam (WMM) - 9000 Cum Bituminous Works (B.M., DBM, &BC) - 235000 Cum Cement concrete (including RCC and PSC)- 10000 Cum	Earthwork in both excavation and embankment (combined quantities) - 96700 Cum Granular Sub-Base (GSB) - 58050 Cum Wet Mix Macadam (WMM) - 3850 Cum Bituminous Works (B.M., DBM, &BC) -76400 Cum Cement concrete (including RCC and PSC)- 3560 Cum
5	ITB Clause 4.5 B (c)	Liquid assetes and / or availability of credit facilities of no less than Rs. 225 Million in the format given in Section 2.	Liquid assetes and / or availability of credit facilities of no less than Rs. 156 Million in the format given in Section 2.
6	ITB Clause 4.5 A	To qualify for award of the contract, each bidder in its name should have in the last five years i.e from 2007-08 to 2011-12	To qualify for award of the contract, each bidder in its name should have in the last five years i.e from 2008-09 to 2012-13 .
7	ITB Clause 4.5 A last para	Financial turnover and cost of completed works of previous years shall be given weightage of 10% per year based on rupee value to bring them to 2012-2013 price level.	Financial turnover and cost of completed works of previous years shall be given weightage of 10% per year based on rupee value to bring them to 2013-2014 price level.

Sr. No	Clause Reference	Original Clause	Amended Clause
8	ITB Clause 4.7	<p>A = Maximum value of civil engineering works executed in any one year during the last five years (updated to 2012-13 price level) taking into account the completed as well as works in progress.</p> <p>N = 1.25</p> <p>B = Value, at 2012-13 price level, of existing commitments and on-going works to be completed during the next 2 years (period of completion of the works for which bids are invited)</p>	<p>A = Maximum value of civil engineering works executed in any one year during the last five years (updated to 2013-14 price level) taking into account the completed as well as works in progress.</p> <p>N = 1.25</p> <p>B = Value, at 2013-14 price level, of existing commitments and on-going works to be completed during the next 1.25 years (period of completion of the works for which bids are invited)</p>
9	ITB Clause 13.1	<p><i>The contract shall be for the whole works as described in Sub - Clause 1.1 based on the priced Bill Quantities submitted by the Bidder</i></p>	<p><i>The contract shall be for the whole works as described in Sub - Clause 1.1 of Conditions of Contract, Section-3 based on the priced Bill Quantities submitted by the Bidder</i></p>
10	ITB Clause 13.2	<p><i>The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting. Discrepancy if any, between the rate quoted in figures and words later shall prevail.</i></p>	<p><i>The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.</i></p>

Sr. No	Clause Reference	Original Clause	Amended Clause
11	ITB Clause 13.3	<p><i>"Bidders may like to ascertain availability of excise/custom duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the employer will not compensate the bidder (contractor). Where the bidder has quoted taking into account such benefits, he must give all information required for issue of certificates in terms of such notifications as per form attached to the Qualification Information in the bid. To the extent the employer determines the quantity indicated therein are reasonable keeping in view the bill of quantities, construction program and methodology, the certificates will be issued within 60 [sixty] days of signing of contract and no subsequent changes will be permitted. No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement. The bids which do not conform to the above provisions will be treated as non responsive and rejected. Any delay in procurement of the construction equipment /machinery/goods as a result of the above shall not be a cause for granting any extension of time."</i></p>	<p><i>"Bidders may like to ascertain availability of excise/custom duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the employer will not compensate the bidder (contractor). Where the bidder has quoted taking into account such benefits, he must give all information required for issue of certificates in terms of such notifications as per form attached to the Qualification Information in the bid. To the extent the employer determines the quantity indicated therein are reasonable keeping in view the bill of quantities, construction program and methodology, the certificates will be issued within 60 [sixty] days of signing of contract and no subsequent changes will be permitted. No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement. No certificate can be issued till the Loan Negotiation is completed. The bids which do not conform to the above provisions will be treated as non responsive and rejected. Any delay in procurement of the construction equipment /machinery/goods as a result of the above shall not be a cause for granting any extension of time."</i></p>
12	ITB Clause 37.3	<p>37.3 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 23.2 and 59.2 of the Conditions of Contract.</p>	<p>37.3 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 23.2 and 59.2 (h) of the Conditions of Contract.</p>

Sr. No	Clause Reference	Original Clause	Amended Clause
13	Section-2, Forms of Bid Qualification Information 1.2	Total value of Civil Engineering construction work executed and payments received in the last five years** (inRs. Million) 2011—2012 _____ 2010—2011 _____ 2009—2010 _____ 2008—2009 _____ 2007—2008 _____	Total value of Civil Engineering construction work executed and payments received in the last five years** (inRs. Million) 2012—2013 _____ 2011—2012 _____ 2010—2011 _____ 2009—2010 _____ 2008—2009 _____
14	Section-2, Forms of Bid Qualification Information Table1.3.1 Column 1	Quantities of work executed as prime contractor (in the same name and style) in the last five years: ** Year 2011-2012 2010-2011 2009-2010 2008-2009 2007-2008	Quantities of work executed as prime contractor (in the same name and style) in the last five years: ** Year 2012-2013 2011-2012 2010-2011 2009-2010 2008-2009

Sr. No	Clause Reference	Original Clause	Amended Clause
15	Section-3, Annexure B to Special Conditions of Contract (EMP)	The Contractor shall submit monthly environmental reports in the format prescribed by the PIU. (Additional reports shall be submitted upon request from the PIU).....	New Para Added as below: Clause for Nonconformity to EMP - Protection of the Environment The Contractor shall implement all mitigation measures for which responsibility is assigned to him as stipulated in the EMP Report. Any lapse in implementing the same will attract the damage clause as detailed below: 1. All lapse in obtaining clearances / permissions under statutory regulations and violations of any regulations with regard to eco-sensitive areas shall be treated as a major lapse. 2. Any complaints of public, within the scope of the Contractor, formally registered with <i>the Engineer</i> , R & BD or with the GoG and communicated to the Contractor, which is not properly addressed within the time period intimated by <i>the Engineer</i> , R & BD or GoG shall be treated as a major lapse. 3. Non-conformity to any of the mitigation measures stipulated in the EMP Report (other than stated above) shall be considered as a minor lapse. 4. On observing any lapses, <i>the Engineer</i> shall issue a notice to the Contractor, to rectify the same. 5. Any minor lapse for which notice was issued and not rectified, first and second reminders shall be given after ten days from the original notice date and first reminder date respectively. Any minor lapse, which is not rectified, shall be treated as a major lapse from the date of issuing the second reminder. 6. If a major lapse is not rectified upon receiving the notice <i>the Engineer</i> shall invoke reduction, in the subsequent interim payment certificate. 7. For major lapses, 10% of the interim payment certificate will be withheld, subject to a maximum limit of about 0.5 % of contract Value. 8. If the lapse is not rectified within one month after withholding the payment, the amount withheld shall be forfeited
16	Section-7 Bill of Quantity Sr. no.118 Item no.10.08	Redevelopment of Borrow Area qty- 4.00 unit- Nos	Redevelopment of Borrow Area qty- 25000.00 unit- Sqm
17	Section-7 Bill of Quantity Sr. no.125 Item no.11..01	Maintenance of project road for first year after completion of Defect Liability Period as directed by the Engineer qty -113.86 unit-Per lane per km	Maintenance of project road for first year after completion of Defect Liability Period as directed by the Engineer. Qty.- 51.67, Unit-per km.
18	Section-7 Bill of Quantity Sr. no.126 Item no.11.02	Maintenance of project road for Second year after completion of Defect Liability Period as directed by the Engineer qty-113.86 unit -Per lane per km	Maintenance of project road for Second year after completion of Defect Liability Period as directed by the Engineer Qty -51.67 , Unit-per km.

Sr. No	Clause Reference	Original Clause	Amended Clause
19	Section-7 Bill of Quantity Page no 26 to 31	SUMMARY OF DAY WORKS,SCHEDULE OF DAY WORKS RATES LABOUR,RATES MATERIALS,CONSTRUCTIONPLANTS	Deleted

Superintending Engineer
Project Implementation Unit,
Gandhinagar.

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