

NHIDCL/Assam/NH-37/J-J/Pkg-1,2,3&4/Re-Tender/2023/Part-I/93

Date: 05.01.2026

To

All Prospective Bidders

Subject: Repair, Maintenance and Improvement of riding quality of the selected sections of Jorhat-Jhanji on NH-37(Old) in the State of Assam in FY:25-26: 2nd Call - Corrigendum-I.

Tender ID: 2026_NHIDC_892399_1

It is to inform to all the prospective bidders that the following changes in the bidding documents are notified:

Sl. No	RFP Clause	Existing Clause	Modified Clause
1.	Section IV, General Conditions of Contract- Part I; Page no. 98/218	-	<p>73.8 Maintenance and Safety during Construction :</p> <p>a) The safety measures as stipulated in IRC SP 55 and MoRTH circular no. RW /NH-36098/25/2022-S&R (P&B)/ pt. Dated 16.03.2025 shall be implemented at the site. No separate provision in the items of the works has been made in this regard; the Contract price of the Contract shall be deemed to include the necessary safety measures as stipulated in the guidelines mentioned above and other regulations/references made in the Contract Document.</p> <p>b) During the Construction Period, the Contractor shall maintain, at its cost, the existing lane(s) of the Project Highway so that the traffic worthiness and safety thereof are at no time materially inferior as compared to their condition on Date of commencement of works, and shall undertake the necessary repair and maintenance works for this purpose; provided that the Contractor may, at its cost,</p>

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			<p>interrupt and divert the flow of traffic if such interruption and diversion is necessary for the efficient progress of Works and conforms to Good Industry Practice; provided further that such interruption and diversion shall be undertaken by the Contractor only with the prior written approval of the Authority's Engineer which approval shall not be unreasonably withheld. For the avoidance of doubt, it is agreed that the Contractor shall at all times be responsible for ensuring safe operation of the Project Highway.</p> <p>c) Notwithstanding anything to the contrary contained in this Agreement, in the event of default by the Contractor in discharging the obligations specified in the contract, the Authority/Client shall get these maintenance works completed in the manner recommended by the Authority's Engineer to avoid public inconvenience at the risk and cost of the Contractor in order to keep the road in traffic worthy condition.</p>
2.	Section V, Conditions of Particular Applications -Part II: Sub Clause 6.6 Drawings; Page no. 101/218	<p>Add the following as Sub-Clause 6.6: The Contractor shall carry out design to the extent as specified in the Add the following as Sub-Clause 6.6: The Contractor shall carry out design to the extent as specified in the Drawings Contract. The typical drawings have been provided in the Contract for reference. The Contractor shall provide design calculations and fabrication drawings for temporary works (such as form work, staging, centering, scaffolding, specialized construction, handling and launching facilities and the like), material list for structural</p>	<p>Section V, Conditions of Particular Applications -Part II: Sub Clause 6.6 Drawings</p> <p>Add the following as Sub-Clause 6.6: The Contractor shall carry out design to the extent as specified in the Drawings Contract. The typical drawings have been provided in the Contract for reference. However, the Good for Construction Drawings for road and structure works, as per the reference drawings and site condition, site works in terms of</p>

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		<p>fabrication as well as detailed drawings for anchorage and temporary support details for pre-stressing cables as well as bar bending and cutting schedules for reinforcement etc. shall be prepared by the Contractor at his own cost and forwarded in triplicate to the Engineer at least four weeks in advance of actual constructional requirements. The Engineer will scrutinize and return one copy of the same for the Contractor's use with amendments, if any, noted in red ink within two weeks of submission. Such approval shall not relieve the Contractor of any of his responsibilities in connection with temporary works. The Contractor will supply four copies of the approved drawings for the Engineer's use. The cost of preparing all such items of work shall be deemed to have been included in the respective rates/prices quoted by the Contractor in the Bill of Quantities.</p> <p>Specifically with respect to the item/(s) nailing in the RE walls at the selected VUPs as of intimated by the Engineer after the date commencement of the works by the contractor, it is to note the nos. of nails and quantities in running meter have been adopted tentatively in the BOQ and the actual nos. of nails, are to be decided based on the review of the existing design & drawings of the VUPs, site data with respect to the constructed VUPS as provided by the Engineer on commencement date, and design and drawings of the nailing by the contractor keeping in view of previous designs and site data, vetted/proof checked by any of IIT/CRRI and approved by Employer</p>	<p>layout and levels, shall be carried out by the Contractor to the satisfaction of the Engineer, and be submitted within a week of commencement date.</p> <p>The Contractor shall provide design calculations and fabrication drawings for temporary works (such as form work, staging, centering, scaffolding, specialized construction, handling and launching facilities and the like), material list for structural fabrication as well as detailed drawings for anchorage and temporary support details for pre-stressing cables as well as bar bending and cutting schedules for reinforcement etc. shall be prepared by the Contractor at his own cost and forwarded in triplicate to the Engineer at least four weeks in advance of actual constructional requirements. The Engineer will scrutinize and return one copy of the same for the Contractor's use with amendments, if any, noted in red ink within two weeks of submission. Such approval shall not relieve the Contractor of any of his responsibilities in connection with temporary works. The Contractor will supply four copies of the approved drawings for the Engineer's use. The cost of preparing all such items of work shall be deemed to have been included in the respective rates/prices quoted by the Contractor in the Bill of Quantities.</p> <p>Specifically with respect to the item/(s) nailing in the RE walls at the selected VUPs as intimated</p>

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			by the Engineer after the date of commencement of the works by the contractor, it is to note that the nos. of nails and quantities in running meters have been adopted tentatively in the BOQ. The actual nos. of nails and their lengths, shall be decided based on the review of the existing design & drawings of the VUPs by Contractor, site data with respect to the constructed VUPs approaches and RE fills as assessed independently by the Contractor, on commencement date, and subsequent design and drawings of the nailing carried out and submitted by the contractor keeping in view of previous designs and site data, vetted/proof checked by any of IIT/CRRI and approved by Employer.
3.	Section V, Conditions of Particular Applications -Part II: Sub Clause 67.1 Disputes Review Board; Page no. 122/218	<p>Substitute Clause 67.1 by the following:</p> <p>(i) In the event of any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") either Party may call upon the Authority Engineer, to mediate and assist the Parties in arriving at an amicable settlement thereof.</p> <p>(ii) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records,</p>	Section V, Conditions of Particular Applications -Part II: Sub Clause 67.1 Engineer's Decision

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		<p>information and data pertaining to any Dispute.</p> <p><u>(ii) Dispute Resolution Board (DRB):</u></p> <p>Failing mediation by the Authority Engineer or without the intervention of the Authority Engineer, either Party may require such Dispute to be referred to the Dispute Resolution Board ("DRB") in accordance with the procedure set forth in Schedule S to the Contract Agreement. The decision(s) of the Dispute Resolution Board shall be binding on both parties who shall promptly give effect to unless and until the same is revised/modified, as hereinafter provided, in a Conciliation/Arbitral Tribunal.</p>	
4.	Section V, Conditions of Particular Applications -Part II: Sub Clause 70.1 Price Adjustment; Page No. 125/218	<p>Section V, Conditions of Particular Applications -Part II: Sub Clause 70.1 Price Adjustment</p> <p>Sub-Clauses 70.1 substitute with the following:</p> <p>The amounts payable to the Contractor and valued at base rates and prices in the Interim Payment Certificates issued by the Engineer, pursuant to Sub-Clause 60.1, shall be adjusted in respect of the rise or fall in the index cost for labour, Contractor's Equipment, Plant, materials, and other inputs to the Works, by the addition or subtraction of the amounts determined by the formulae prescribed in this Clause. Provided no price adjustment on any account will be admissible, if original Contract duration is 18 months or less.</p>	<p>Section V, Conditions of Particular Applications -Part II: Sub Clause 70.1 Price Adjustment</p> <p>Delete Sub Clause 70.1</p>
5.	Section V, Conditions of Particular Applications -Part II: Sub	<p>Section V, Conditions of Particular Applications -Part II: Sub Clause 70.2 Other Changes in Cost</p> <p>Sub-Clauses 70.2 and substitute with</p>	<p>Section V, Conditions of Particular Applications -Part II: Sub Clause 70.1 Other Changes in Cost</p>

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	Clause 70.2 Other Changes in Cost; Page No. 125/218	<p>the following:</p> <p>To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.</p>	Delete Sub Clause 70.2
6.	Section V, Conditions of Particular Applications -Part II: Sub Clause 70.4 Base, Current and Provisional Indices; Page No. 129/218	<p>Section V, Conditions of Particular Applications -Part II: Sub Clause 70.4 Base, Current and Provisional Indices</p> <p>The base cost indices or prices shall be those prevailing in the previous month prior to the closing date for submission of bids. Current indices or prices shall be those prevailing in the previous month to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the applicable indices become available.</p>	<p>Section V, Conditions of Particular Applications -Part II: Sub Clause 70.4 Base, Current and Provisional Indices</p> <p>Delete Sub Clause 70.4</p>
7.	Section V, Conditions of Particular Applications -Part II: Sub Clause 70.5 Base, Limit of Price Adjustment; Page No. 130/218	<p>Section V, Conditions of Particular Applications -Part II: Sub Clause 70.5 Base, Limit of Price Adjustment</p> <p>Provided that, in determining all such price adjustment in accordance with the aforesaid Sub-Clauses:</p> <p>(a) No account will be taken of any amount by which any cost incurred by the Contractor has been increased by default or negligence of the contractor.</p> <p>(b) If the contractor fails to complete the work within time for completion prescribed under Clause 43.1, the adjustment of prices thereafter until the completion of</p>	<p>Section V, Conditions of Particular Applications -Part II: Sub Clause 70.5 Base, Limit of Price Adjustment</p> <p>Delete Sub Clause 70.5</p>

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		<p>the works shall be made using either the indices or prices relating to prescribed time for completion, or the current indices or prices, whichever is more favourable to the Employer, provided that if an extension of time is granted pursuant to Sub-Clause 44.1, the above position shall apply to the adjustments made after expiry of such extension of time.</p>	
8.	<p>Section V, Conditions of Particular Applications -Part II: Sub Clause 85.2 Video Recording; Page No. 135/218</p>	<p>Section V, Conditions of Particular Applications -Part II: Sub Clause 85.2 Video Recording</p> <p>During the execution of Works, the Contractor at its own cost shall provide to the Authority for every calendar quarter, a video recording, which will be compiled into a 3 (three)-hour compact disc or digital video disc, as the case may be, covering the status and progress of Works in that quarter. The video recording shall be provided to the Authority no later than 15 (fifteen) days after the close of each quarter month after the Appointed Date.</p> <p>In addition, the Contractor shall carry out such drone videography (on monthly basis) in the presence of Engineer. The video of last month and the current month running side by side shall be uploaded on Data Lake (https://datalakeg.nhai.gov.in/nhai) for easily capturing various developments during the month. Engineer shall ensure that the features and quality of drone video is acceptable and video is not distorted/tampered with.</p> <p>Engineer shall analyse these drone videos and give their comments in its digital MPRs covering interalia but not limited to the</p>	<p>Section V, Conditions of Particular Applications -Part II: Sub Clause 85.2 Video Recording</p> <p>During the execution of Works, the Contractor at its own cost shall provide to the Authority for every calendar month, a video recording, which will be compiled into a 3 (three)-hour compact disc or digital video disc, as the case may be, covering the status and progress of Works in that quarter. The video recording shall be provided to the Authority no later than 15 (fifteen) days after the close of each month after the Appointed Date.</p> <p>In addition, the Contractor shall carry out such drone videography (on monthly basis) in the presence of Engineer. The video of last month and the current month running side by side shall be uploaded on Data Lake for easily capturing various developments during the month. Engineer shall ensure that the features and quality of drone video is acceptable and video is not distorted/tampered with.</p> <p>Engineer shall analyse these drone videos and give their comments in its digital MPRs</p>

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		<p>encumbrances/lands not available, sites of variation demands, progress of project, mobilisation of plant & equipment, mobilisation of camp sites, progress on rectification of NCRs etc along with the proposed action plan. Project Director General Manager of Employer shall crosscheck drone videos during the monthly physical inspections and notify the discrepancies noticed, if any, between drone video, on Engineer comments and ground reality. The discrepancies shall be examined and addressed through joint site inspections.</p> <p>As per the policy, the Network Survey Vehicle (NSV) survey needs to be carried out twice in a year on completed project.</p> <p>In addition, PD GMs/ ROs can also undertake need-based drone videography as and when required.</p> <p>As the drone videos/ reports will be permanent record on Data Lake and will be used as evidences during dispute resolution process before Arbitral Tribunals/ Courts including Supreme Court, the drone video shall be carried out carefully and correctly without distortions/ tampering by all parties concerned.</p>	<p>covering interalia but not limited to the encumbrances/lands not available, sites of variation demands, progress of project, mobilisation of plant & equipment, mobilisation of camp sites, progress on rectification of NCRs etc along with the proposed action plan. General Manager of Employer shall crosscheck drone videos during the monthly physical inspections and notify the discrepancies noticed, if any, between drone video, on Engineer comments and ground reality. The discrepancies shall be examined and addressed through joint site inspections.</p> <p>As per the policy, the Network Survey Vehicle (NSV) survey needs to be carried out twice in a year on completed project.</p> <p>In addition, PD GMs/ ROs can also undertake need-based drone videography as and when required.</p> <p>As the drone videos/ reports will be permanent record on Data Lake and will be used as evidences during dispute resolution process before Arbitral Tribunals/ Courts including Supreme Court, the drone video shall be carried out carefully and correctly without distortions/ tampering by all parties concerned.</p>

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9.	Section VII Form of Bid and Appendix to Bid, B: Appendix to Bid; Page no. 187/218	Section VII Form of Bid and Appendix to Bid, B: Appendix to Bid,				Section VII Form of Bid and Appendix to Bid, B: Appendix to Bid,			
16		Number of members of Dispute Review Board	67.1	Three		16		67.1	Deleted
17		Member of Dispute Review Board (if not agreed) to be appointed by	67.1	Society for Affordable Redressal of Disputes	17		67.1	Deleted	
10.	Section II Instructions to Bidders (ITB) A. General 4 Qualification of the Bidder 4.2 m); Page no. 10/218	The Bidder, at his own cost, responsibility and risk, is required to visit, examine and familiarize himself with the Site of Works and its surroundings, including source of earth, water, road aggregates, etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the Project Monitoring Unit, Jorhat of NHIDCL in this regard. A joint site visit in the presence of GM(P), PMU Jorhat, shall be facilitated, and a certificate of GM(P) bearing that the bidder has visited the site shall be obtained by the bidder, submitted along with the Technical bid. The bidders who do not visit the site and fail to submit the joint site visit certificate shall be disqualified.				The Bidder, at his own cost, responsibility and risk, is required to visit, examine and familiarize himself with the Site of Works and its surroundings, including source of earth, water, road aggregates, etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the Project Monitoring Unit, Jorhat of NHIDCL in this regard.			
11.	Section II Instructions to Bidders (ITB)	The Bidder, at his own cost, responsibility and risk, is required to visit, examine and familiarize himself with the Site of Works and				The Bidder, at his own cost, responsibility and risk, is required to visit, examine and familiarize himself with the Site			

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	A. General 7 Site Visit 7.1; Page no. 15/218	its surroundings, including source of earth, water, road aggregates, etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the Project Monitoring Unit, Jorhat of NHIDCL in this regard. A joint site visit in the presence of GM(P), PMU Jorhat, shall be facilitated, and a certificate of GM(P) bearing that the bidder has visited the site shall be obtained by the bidder, submitted along with the Technical bid. The bidders who do not visit the site and fail to submit the joint site visit certificate shall be disqualified.	of Works and its surroundings, including source of earth, water, road aggregates, etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the Project Monitoring Unit, Jorhat of NHIDCL in this regard.
12.	Table under NIT Clause 1; Page No.4/218	Table under NIT Clause 1 of uploaded RFP.	Modified Table under NIT Clause 1 is attached as Annexure I.
13.	RFP Page No. 1/218	Name of the Work: Repair, Maintenance and Improvement of riding quality of the selected sections of Jorhat-Jhanji on NH-37(Old) in the State of Assam in FY:25-26: 2nd Call: 2nd Call	Name of the Work: Repair, Maintenance and Improvement of riding quality of the selected sections of Jorhat-Jhanji on NH-37(Old) in the State of Assam in FY:25-26: 2nd Call
14.	BOQ	Old BOQ is attached to the Bid.	New BOQ uploaded.
15.	Table under NIT Clause 1; Page No.1/3 of NIT	Table under NIT Clause 1	Modified Table under NIT Clause 1 is attached as Annexure I.

Annexure I

Sl. No.	Name of work/Contract Package	Length (m)	Estimated Civil Cost Put to Tender (Rs. In Lakh)	Bid Security (Rs. In Lakh)	Time of Completion/DLP	Eligibility Criteria Average annual turnover for last 5 Years (Rs. In Lakh)	Eligibility Criteria as Complete d work of similar nature during last 5 Years (Rs. In Lakh)
1	Repair, Maintenance and Improvement of riding quality of the selected sections of Jorhat-Jhanji on NH-37(Old) in the State of Assam in FY:25-26: 2nd Call	37.6	7669.96 (Excl. of GST) [Part A: 3432.47 + Part B: 4237.49]	153.40	Time of Completion: [Part A & B] =06 Months {carriageway works to be completed within 03 months} DLP: Part A: 36 Months Part B: 36 Months	7669.96	One similar Complete d work not less than 40% of the total cost put to tender

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