

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001



National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India
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(भारत सरकार का उद्यम)

(A Government of India Enterprise)

Corrigendum - IV

NHIDCL/CW/DK3/SlopeProtection/ 1839

Date: 10.10.2023

To,

All Prospective Bidders

Subject: Slope protection works for the work of Construction of Four Lane Dimapur -Kohima Road from design km 152.490 to km 166.700 (Existing km 156.000 to km 172.900) Excluding Dimapur & Kohima Bypass, in the state of Nagaland under SARDP-NE through Engineering, Procurement and Construction (EPC) contract Basis - **Modifications in tender documents.**

Tender ID:

Sir/Madam,

Please find herewith Corrigendum-IV for modification in tender documents on the above mentioned subject as per details below:

Sl No	Tender Details	Existing Provision	Modified Provision
1	NIT and RFP	Bid Due date is 11.10.2023 upto 1100 hrs Opening Date of Technical Bid is on 12.09.2023 at 1600 hrs	Bid Due date is 20.10.2023 upto 1100 hrs Opening Date of Technical Bid is on 23.10.2023 at 1600 hrs
2	Schedule -A	All Provisions under Schedule-A	As per Revised Schedule-A published herewith
3	Schedule -B	All Provisions under Schedule-B	As per Revised Schedule-B published herewith
4	Schedule -C	All Provisions under Schedule-C	As per Revised Schedule-C published herewith
5	Schedule -D	All Provisions under Schedule-D	As per Revised Schedule-D published herewith
6	Schedule -I	All Provisions under Schedule-I	As per Revised Schedule-I published herewith
7	Schedule -J	All Provisions under Schedule-J	As per Revised Schedule-J published herewith
8	Schedule -K	All Provisions under Schedule-K	As per Revised Schedule-K published herewith
9	Schedule -M	All Provisions under Schedule-M	As per Revised Schedule-M published herewith
10	Schedule	All Provisions under Schedule-Q	As per Revised Schedule-Q published herewith

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11	DCA Article 2	<p>Scope of the Project Under this Agreement, the scope of the Project (the "Scope of the Project") shall mean and include:</p> <p>(a) construction of the Project Highway on the Site set forth in Schedule- A and as specified in Schedule-B together with provision of Project Facilities as specified in Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D;</p> <p>(b) maintenance of the Project Highway in accordance with the provisions of this Agreement and in conformity with the requirements set forth in Schedule-E; and</p> <p>(c) performance and fulfillment of all other obligations of the Contractor in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under this Agreement.</p>	<p>Scope of the Project Under this Agreement, the scope of the Project (the "Scope of the Project") shall mean and include:</p> <p>(a) Execution of Slope Protection works on the Site set forth in Schedule- A and as specified in Schedule-B together with provision of Project Facilities as specified in Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D;</p> <p>(b) maintenance of the Project Highway in accordance with the provisions of this Agreement and in conformity with the requirements set forth in Schedule-E; and</p> <p>(c) performance and fulfillment of all other obligations of the Contractor in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under this Agreement.</p>
12	DCA Clause 10.3.1	<p>The Contractor shall construct the Project Highway as specified in Schedule- B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The [730th (Seven Hundred and Thirty) day] from the Appointed Date shall be the scheduled completion date (the "Scheduled Completion Date") and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof</p>	<p>The Contractor shall execute slope protection works as specified in Schedule- B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the Works. The [365th (Three Hundred and Sixty Five) day] from the Appointed Date shall be the scheduled completion date (the "Scheduled Completion Date") and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof</p>
13	DCA Article 16	<p>16.1 Traffic regulation by the Contractor</p> <p>(i) The Contractor shall take all the required measures and make arrangements for the safety of Users during the Construction and Maintenance of the Project Highway or a Section thereof in accordance with the provisions of MORTH Specifications. It shall provide, erect and maintain all such</p>	<p>16.1 Traffic regulation by the Contractor</p> <p>(i) The Contractor shall take all the required measures and make arrangements for the safety of Users during execution of slope protection works on the Project Highway or a Section thereof in accordance with the provisions of MORTH Specifications. It shall provide, erect and maintain all such</p>

		<p>barricades, signs, markings, flags, and lights as may be required by Good Industry Practice for the safety of the traffic passing through the Section under construction or maintenance.</p> <p>(ii) All works shall be carried out in a manner creating least interference to traffic passing through the Project Highway or a Section thereof. In sections where construction or maintenance Works on the carriageway are taken up, the Contractor shall ensure that proper passage is provided for the traffic. Where it is not possible or safe to allow traffic on part width of the carriageway, a temporary diversion of proper specifications shall be constructed by the Contractor at its own cost. 'ROBOTS' may be used for diversion and control of traffic during Construction. The Contractor shall take prior approval of the Authority's Engineer for any proposed arrangement for traffic regulation during Construction and Maintenance, which approval shall not be unreasonably withheld.</p>	<p>barricades, signs, markings, flags, and lights as may be required by Good Industry Practice for the safety of the traffic passing through the Section under construction or maintenance.</p> <p>(ii) All works shall be carried out in a manner creating least interference to traffic passing through the Project Highway or a Section thereof. In sections where slope protection works are taken up, the Contractor shall ensure that proper passage is provided for the traffic. Where it is not possible or safe to allow traffic on part width of the carriageway, a temporary diversion of proper specifications shall be constructed by the Contractor at its own cost. 'ROBOTS' may be used for diversion and control of traffic during Construction. The Contractor shall take prior approval of the Authority's Engineer for any proposed arrangement for traffic regulation during Construction and Maintenance, which approval shall not be unreasonably withheld.</p>
14	DCA Clause 17,1	<p>17.1 Defects Liability Period</p> <p>(i) The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project Highway or any Section thereof, till the expiry of a period of commencing from the date of Completion Certificate (the "Defects Liability Period") *as specified below:</p> <p>(a) 5 (five) years from the date of completion in case of a road being constructed with flexible pavement;</p> <p>(b) 10 (ten) years from the date of completion in case of road being constructed with rigid pavement;</p> <p>(c) 10 (ten) years from the date of completion in case of road being constructed with flexible pavement using perpetual design;</p> <p>(d) 10 (ten) years from the date of completion in case of all stand-alone structures, e.g. Major Bridges/ and</p>	<p>17.1 Defects Liability Period</p> <p>(i) The Contractor shall be responsible for all the Defects and deficiencies, in the slope protection works till the expiry of a period of commencing from the date of Completion Certificate (the "Defects Liability Period") *as specified below:</p> <p>(a) 5 (five) years from the date of completion in case of a road being constructed with flexible pavement;</p> <p>(b) 10 (ten) years from the date of completion in case of road being constructed with rigid pavement;</p> <p>(c) 10 (ten) years from the date of completion in case of road being constructed with flexible pavement using perpetual design;</p> <p>(d) 10 (ten) years from the date of completion in case of all stand-alone structures, e.g. Major Bridges/ and Tunnels; including stand alone slope protection works</p>

		<p>Tunnels;*</p> <p>(e) 10 (ten) years from the date of completion for the stretches where new technology/ material has been/ is proposed to be used.</p> <p>(f) 3 (three) years from the date of completion for stretches requiring renewal of Bituminous Concrete (BC) layer through either using hot-in-place recycling of the entire BC layer or providing a fresh layer of BC with 40mmthickness.</p> <p>(g) 3 (three) years from the date of completion for stretches requiring improvement to riding quality, in cases other than those mentioned in para (f) above, through laying a layer of BM/DBM and.</p> <p>The Defects Liability Period shall commence from the date of the Completion Certificate. For the avoidance of any doubt, any repairs or restoration because of usual wear or tear in the Project Highway or any Section thereof shall form a part of the Maintenance obligations of the Contractor as specified in Article14.</p>	<p>(e) 10 (ten) years from the date of completion for the stretches where new technology/ material has been/ is proposed to be used.</p> <p>(f) 3 (three) years from the date of completion for stretches requiring renewal of Bituminous Concrete (BC) layer through either using hot-in-place recycling of the entire BC layer or providing a fresh layer of BC with 40mmthickness.</p> <p>(g) 3 (three) years from the date of completion for stretches requiring improvement to riding quality, in cases other than those mentioned in para (f) above, through laying a layer of BM/DBM and.</p> <p>The Defects Liability Period shall commence from the date of the Completion Certificate. For the avoidance of any doubt, any repairs or restoration because of usual wear or tear in the Project Highway or any Section thereof shall form a part of the Maintenance obligations of the Contractor as specified in Article14.</p>
15	DCA Clause 19.6	<p>Monthly Maintenance Statement of the Project Highway</p> <p>(i) The Contractor shall submit to the Authority's Engineer a monthly maintenance statement ("Monthly Maintenance Statement") in 3 (three) copies by the 7th(seventh) day of each month in the format set forth in Schedule-O for the Maintenance of the Project Highway during the previous month.</p> <p>(ii) The monthly lump sum amount payable for Maintenance shall be 1/12th(one- twelfth) of the annual cost of Maintenance as specified in Clause 14.1(i).</p>	<p>Monthly Maintenance Statement of the Slope Protection works</p> <p>(i) The Contractor shall submit to the Authority's Engineer a monthly maintenance statement ("Monthly Maintenance Statement") in 3 (three) copies by the 7th(seventh) day of each month in the format set forth in Schedule-O for the Maintenance of slope protection works during the previous month.</p> <p>(ii) The monthly lump sum amount payable for Maintenance shall be 1/12th(one- twelfth) of the annual cost of Maintenance as specified in Clause 14.1(i).</p>
16	RFP Clause 1.1.1	<p>The National Highways & Infrastructure Development Corporation Limited (NHIDCL) represented by Managing Director (the "Authority") is engaged in the development of National</p>	<p>The National Highways & Infrastructure Development Corporation Limited (NHIDCL) represented by Managing Director (the "Authority") is engaged in the development of National</p>

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		<p>Highways and as part of this endeavour, the Authority has decided to undertake the work of "Slope protection works for the work of Construction of Four Lane Dimapur — Kohima Road from design km 152.490 to km 166.700 (Existing km 156.000 to km 172.900) Excluding Dimapur & Kohima Bypass, in the state of Nagaland under SARDP-NE through Engineering, Procurement and Construction (EPC) Contract Basis" (the "Project") through an Engineering, Procurement and Construction (the "EPC") Contract, and has decided to carry out the International Competitive bidding process for selection of a Bidder to whom the Project may be awarded. A brief description of the project may be seen in the Information Memorandum of the Project at the CPPP website https://eprocure.gov.in/eprocure/app. Brief particulars of the Project are as follows:</p>		<p>Highways and as part of this endeavour, the Authority has decided to undertake the work of "Slope protection works for the work of Construction of Four Lane Dimapur — Kohima Road from design km 152.490 to km 166.700 (Existing km 156.000 to km 172.900) Excluding Dimapur & Kohima Bypass, in the state of Nagaland under SARDP-NE through Engineering, Procurement and Construction (EPC) Contract Basis" (the "Project") through an Engineering, Procurement and Construction (the "EPC") Contract, and has decided to carry out the International Competitive bidding process for selection of a Bidder to whom the Project may be awarded. A brief description of the project may be seen in the Information Memorandum of the Project at the CPPP website https://eprocure.gov.in/eprocure/app. Brief particulars of the Project are as follows:</p>																				
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17	RFP Clause 1.1.2	The selected Bidder (the "Contractor") shall be responsible for designing, engineering, procurement and construction of the Project under		The selected Bidder (the "Contractor") shall be responsible for designing, engineering, procurement and construction of the Project under																				

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	<p>and in accordance with the provisions of an engineering, procurement and construction contract (the "EPC Contract") to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the project during the Defect Liability Period. The scope of work will broadly include <i>rehabilitation, upgradation and augmentation of the existing carriageway to [two-lane with/ without paved shoulders] standards with construction of new pavement, rehabilitation of existing pavement, construction and/or rehabilitation of major and minor bridges, culverts, road intersections, interchanges, drains, etc.</i> as detailed in the Schedules and maintenance of the Project during the Defect Liability Period, which shall be as below:</p> <p>The Defect Liability Period/Maintenance Period for the development of National Highway shall be as under:</p> <ul style="list-style-type: none"> (a) 5 (five) years from the date of completion in case of a road being constructed with flexible pavement. (b) 10 (ten) years from the date of completion in case of road being constructed with rigid pavement. (c) 10 (ten) years from the date of completion in case of road being constructed with flexible pavement using perpetual design (d) 10 (ten) years from the date of completion in case of all stand-alone structures, e.g. Major Bridges/ and Tunnels (e) 10 (ten) years from the date of completion for the stretches where new technology/ material has been/ is proposed to be used. (f) 3 (three) years from the date of completion in case of maintenance works. <p>Note: The categorization whether the project highway is constructed with flexible pavement or rigid pavement shall depend on the basis of major</p>	<p>and in accordance with the provisions of an engineering, procurement and construction contract (the "EPC Contract") to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the maintenance of the executed slope protection works during the Defect Liability Period. The scope of work will broadly include Slope protection works for the work of Construction of Four Lane Dimapur — Kohima Road from design km 152.490 to km 166.700 (Existing km 156.000 to km 172.900) Excluding Dimapur & Kohima Bypass, in the state of Nagaland under SARDP-NE through Engineering, Procurement and Construction (EPC) Contract Basis as detailed in the Schedules and maintenance of the Project during the Defect Liability Period, which shall be as below:</p> <p>The Defect Liability Period/Maintenance Period for the development of National Highway shall be as under:</p> <ul style="list-style-type: none"> (a) 5 (five) years from the date of completion in case of a road being constructed with flexible pavement. (b) 10 (ten) years from the date of completion in case of road being constructed with rigid pavement. (c) 10 (ten) years from the date of completion in case of road being constructed with flexible pavement using perpetual design (d) 10 (ten) years from the date of completion in case of all stand-alone structures, e.g. Major Bridges/ and Tunnels including standalone slope protection works (e) 10 (ten) years from the date of completion for the stretches where new technology/ material has been/ is proposed to be used. (f) 3 (three) years from the date of completion in case of maintenance works.
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		length of the project highway to be covered with that type of pavement.	Note: The categorization whether the project highway is constructed with flexible pavement or rigid pavement shall depend on the basis of major length of the project highway to be covered with that type of pavement.
18	RFP Clause 1.2.3	The complete Bidding Documents including the draft Agreement for the Project is enclosed for the Bidders. The Feasibility Report / Detailed Project Report prepared by the Authority/ consultants of the Authority (the " Feasibility Report/Detailed Project Report ") is also enclosed. The Feasibility Report / Detailed Project Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report/Detailed Project Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report/Detailed Project Report. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents. However, Feasibility Report / Detailed Project Report prepared by the Authority/ consultants of the Authority (the " Feasibility Report/Detailed Project Report ") is not required in case of maintenance works like PR/HIPR to be taken on EPC mode	Deleted
19	RFP Clause 2.2.2.2 (iii)(c)	<p>(a) Slope Protection works</p> <p>The Sole Bidder or in case the Bidder being a Joint Venture, any member of JV shall have completed at least one slope protection project in the last 5 (Five) financial years preceding the Bid Due Date, consisting of standalone project of at least 50 % cost of the amount put to tender of Rs. 78.82 Crores.</p>	<p>(a) Slope Protection works</p> <p>The Sole Bidder or in case the Bidder being a Joint Venture, any member of JV shall have completed at least one slope protection project in the last 7 (Seven) financial years preceding the Bid Due Date, consisting of standalone project of at least 20 % cost of the amount put to tender of Rs. 59.33 Crores.</p>


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20	RFP Section 7 Para 5.1(a)	Estimated Project Cost (Excl. GST): Rs. 69.36 Crore	Estimated Project Cost (Excl. GST): Rs. 59.33 Crore
21	RFP Section 7 Para 5.1(c)	Slope Protection works: Rs.39.41 Crore	Slope Protection works: Rs.11.86 Crore
22	RFP Section 7 Para 8	Bid security: Rs.0.69 Crore	Slope Protection works: Rs.0.60 Crore

2. All other terms and conditions remain unchanged.

Encl: As Stated

Your Sincerely



(Ashok Kumar Jha)
General Manager (Tech)