

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
National Highways & Infrastructure Development Corporation Ltd.

Name of Work: Four laning of NH-37 from End of Moran Bypass (km 562.525) to Bogibeel Juntion near Lapetketa (km 581.700) in the state of Assam under SARDP-NE, Phase 'A' on EPC mode-Balance Work.

Tender No.: NHIDCL/Assam/NH-37/Mor-Bog/2018/Re-2

CORRIGENDUM- IV

| Sr. No. | Clause | Existing Provision | Revised Provision |
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| 1. | Clause 12.2.5 of EPC Agreement | No Provisional Certificate shall be issued under the provisions of this Clause 12.2 until the Contractor has submitted valid claims for payment of at least 80% (eighty per cent) of the amount arrived at after reducing the lump sum price specified in Clause 19.1.1 by the amount attributable to works which have been withdrawn under the provisions of Clause 8.3.3. For the avoidance of doubt and by way of illustration, the Parties agree that if the Contract Price specified in Clause 19.1.1 is Rs. 105 cr. (Rs. one hundred and five crore) and the works withdrawn under Clause 8.3.3 have a value of Rs. 5 cr. (Rs. five crore), a Provisional Certificate shall not be issued until valid claims for payment of an amount of Rs. 80 cr. (Rs. eighty crore) have been submitted by the Contractor in accordance with the provisions of this Agreement. It is further agreed that all price adjustments made in pursuance of Clause 19.10 shall not be reckoned for computation of the claims for payments referred to in this Clause 12.2.5. | No Provisional Certificate shall be issued under the provisions of this Clause 12.2 until the Contractor has submitted valid claims for payment of at least 80% (eighty per cent) of the 90% of Contract amount arrived at after reducing the lump sum price specified in Clause 19.1.1 by the amount attributable to works which have been withdrawn under the provisions of Clause 8.3.3. For the avoidance of doubt and by way of illustration, the Parties agree that if the Contract Price specified in Clause 19.1.1 is Rs. 105 cr. (Rs. one hundred and five crore) and the works withdrawn under Clause 8.3.3 have a value of Rs. 5 cr. (Rs. five crore), a Provisional Certificate shall not be issued until valid claims for payment of an amount of Rs. 80 cr. (Rs. eighty crore) have been submitted by the Contractor in accordance with the provisions of this Agreement. It is further agreed that all price adjustments made in pursuance of Clause 19.10 shall not be reckoned for computation of the claims for payments referred to in this Clause 12.2.5. |
| 2. | Clause 14.1.1 of EPC Agreement | The Contractor shall maintain the Project Highway for a period of 4 (four) years commencing from the date of the Provisional Certificate (the " Maintenance Period "). For the performance of its Maintenance obligations, the contractor shall be paid 0.5% of the Contract Price for the first year and 1%, 1.5%, 2% of the Contract Price for the second, third and fourth year respectively in case of road projects. But in case of stand-alone Bridge / structure work, the contractor shall be paid 0.25%, 0.5%, 0.5% and 0.5% of the Contract Price for the first, second, third and fourth year respectively. Amount shall be, inclusive of all taxes. The amount payable for maintenance shall be adjusted to reflect any increase or decrease arising out of variation in WPI to be determined in accordance with the provisions of Clause 19.12. For the avoidance of doubt, it is agreed that in the event | <p>The Contractor shall maintain the Project Highway for the period stipulated below commencing from the date of the Provisional Certificate (the "Maintenance Period"):</p> <p>(i) 5 years from the date of completion in case of road being constructed with flexible pavement;</p> <p>(ii) 10 years from the date of completion in case of road being constructed with rigid pavement;</p> <p>(iii) 10 years from the date of completion for the stretches where new technology/ material has been/ is proposed to be used.</p> <p>The Contract Price for implementing the project on EPC mode shall also include the maintenance cost to be incurred by the Contractor during Defects Liability</p> |

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| | | no Provisional Certificate is issued, the Maintenance Period shall commence from the date of the Completion Certificate. It is further agreed that the Contract Price hereunder shall be reckoned with reference to the amount specified in Clause 19.1.1, which shall be adjusted to the extent of Change of Scope and the works withdrawn under the provisions of Clause 8.3.3, but shall not include any price adjustments in pursuance of Clause 19.10. | <p>Period/ Maintenance Period for development of National Highway facilities. No separate payment shall be made to the Contractor for carrying out maintenance works during Defects Liability Period/ Maintenance Period. The payment shall be made to the Contractor during Construction Period and Defect Liability Period shall be released in the following manner:</p> <p>(i) Payment during construction period- 90% of the total civil works cost.</p> <p>(ii) Payment after three years of construction in case of Flexible Pavements and after 5 years in case of Rigid Pavements- 5% of total civil works cost linking with performance parameters.</p> <p>(iii) Payment on completion of Defect Liability Period- 5% of total civil works cost linking with performance parameters qua the attendance to the Defects.</p> <p>Amount shall be, inclusive of all taxes. The amount payable for maintenance shall be adjusted to reflect any increase or decrease arising out of variation in WPI to be determined in accordance with the provisions of Clause 19.12. For the avoidance of doubt, it is agreed that in the event no Provisional Certificate is issued, the Maintenance Period shall commence from the date of the Completion Certificate. It is further agreed that the Contract Price hereunder shall be reckoned with reference to the amount specified in Clause 19.1.1, which shall be adjusted to the extent of Change of Scope and the works withdrawn under the provisions of Clause 8.3.3, but shall not include any price adjustments in pursuance of Clause 19.10.</p> |
| 3. | Clause 14.5.2 of EPC Agreement | Upon receiving the permission pursuant to Clause 14.5.1, the Contractor shall be entitled to close the designated lane for the period specified therein, and in the event of any delay in re-opening such lane, the Contractor shall, for every stretch of 250 (two hundred and fifty) metres, or part thereof, pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the monthly maintenance payment for each day of delay until the lane has been re-opened for traffic. | Upon receiving the permission pursuant to Clause 14.5.1, the Contractor shall be entitled to close the designated lane for the period specified therein, and in the event of any delay in re-opening such lane, the Contractor shall, for every stretch of 250 (two hundred and fifty) metres, or part thereof, pay Damages to the Authority calculated at the rate of 0.0001% (zero point zero zero zero one per cent) of the Contract Price for each day of delay until the lane has been re-opened for traffic. |
| 4. | Clause 17.1.1 of EPC Agreement | 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 4 (four) years commencing from the date of Provisional Certificate (the " Defects Liability Period "). Provided that the Defects Liability Period | 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 5 (five) years commencing from the date of Provisional Certificate (the " Defects Liability Period "). Provided that the Defects Liability Period shall in no case be less than 42 |

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| | | shall in no case be less than 42 (forty two) months from the date of Completion Certificate for and in respect of works for which Time Extension was granted. Provided further that in the event no Provisional Certificate is issued, the Defects Liability Period shall commence from the date of the Completion Certificate. For the avoidance of doubt, any repairs or restoration on account 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 Article 14. | (forty two) months from the date of Completion Certificate for and in respect of works for which Time Extension was granted. Provided further that in the event no Provisional Certificate is issued, the Defects Liability Period shall commence from the date of the Completion Certificate. For the avoidance of doubt, any repairs or restoration on account 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 Article 14. |
| 5. | Clause 19.1.1 of EPC Agreement | The Authority shall make payments to the Contractor for the Works on the basis of the lump sum price accepted by the Authority in consideration of the obligations specified in this Agreement for an amount of Rs. (Rs.) (the " Contract Price "), which shall be subject to adjustments in accordance with the provisions of this Agreement. For the avoidance of doubt, the Parties expressly agree that the Contract Price shall not include the cost of Maintenance which shall be paid separately in accordance with the provisions of Clause 19.7. The Parties further agree that save and except as provided in this Agreement, the Contract Price shall be valid and effective until issue of Completion Certificate. | The Authority shall make payments to the Contractor for the Works on the basis of the lump sum price accepted by the Authority in consideration of the obligations specified in this Agreement for an amount of Rs. (Rs.) (the " Contract Price "), which shall be subject to adjustments in accordance with the provisions of this Agreement. For the avoidance of doubt, the Parties expressly agree that the Contract Price shall also include the maintenance cost to be incurred by the Contractor during Defects Liability Period/ Maintenance Period for development of National Highway facilities. No separate payment shall be made to the Contractor for carrying out maintenance works during Defects Liability Period/ Maintenance Period. The payment shall be made to the Contractor during Construction Period and Defect Liability Period shall be released in the following manner: (i) Payment during construction period- 90% of the total civil works cost. (ii) Payment after three years of construction in case of Flexible Pavements and after 5 years in case of Rigid Pavements- 5% of total civil works cost linking with performance parameters. (iii) Payment on completion of Defect Liability Period- 5% of total civil works cost linking with performance parameters qua the attendance to the Defects. |
| 6. | Clause 19.6 of EPC Agreement | Monthly Maintenance Statement of the Project Highway 19.6.1 The Contractor shall submit to the Authority's Engineer a monthly maintenance statement (" Monthly Maintenance Statement ") in 3 (three) copies by the 7 th (seventh) day of each month in the format set forth in Schedule-O for the Maintenance of the Project Highway during the previous month. | Maintenance Statement of the Project Highway 19.6.1 The Contractor shall submit to the Authority's Engineer a maintenance statement (" Maintenance Statement ") in 3 (three) copies after three years of construction in case of Flexible Pavements and after 5 years in case of Rigid Pavements in the format set forth in Schedule-O for the Maintenance of the Project Highway during this period. |

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| | | 19.6.2 The monthly lump sum amount payable for Maintenance shall be 1/12 th (one-twelfth) of the annual cost of Maintenance as specified in Clause 14.1.1. | 19.6.2 The amount payable for Maintenance shall be 5% of total civil works cost linking with performance parameters after three years of construction in case of Flexible Pavements and after 5 years in case of Rigid Pavements. Payment on completion of Defect Liability Period shall be made for an amount of 5% of total civil works cost linking with performance parameters qua the attendance to the Defects. |
| 7. | Clause 19.7.1 of EPC Agreement | Within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6, the Authority's Engineer shall verify the Contractor's monthly maintenance statement and certify the amount to be paid to the Contractor taking into account: (a) Compliance with the Maintenance Requirements; and (b) reduction for non-compliance with the Maintenance Requirement in accordance with Clause 19.7.2. The Authority's Engineer shall deliver to the Authority an IPC approving or amending the monthly maintenance statement to reflect the amount due to the Contractor in accordance with this Agreement. | Within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6, the Authority's Engineer shall verify the Contractor's maintenance statement and certify the amount to be paid to the Contractor taking into account: (a) Compliance with the Maintenance Requirements; and (b) reduction for non-compliance with the Maintenance Requirement in accordance with Clause 19.7.2. The Authority's Engineer shall deliver to the Authority an IPC approving or amending the maintenance statement to reflect the amount due to the Contractor in accordance with this Agreement. |
| 8. | Clause 19.7.4 of EPC Agreement | The Authority shall pay to the Contractor every quarter any amount due under any IPC under this Clause 19.7. The payment shall be made no later than 30 (thirty) days from the date of submission of the last IPC for the relevant quarter. | The Authority shall pay to the Contractor any amount due under the IPC under this Clause 19.7. The payment shall be made no later than 30 (thirty) days from the date of submission of the IPC. |
| 9. | Clause 19.16.1 of EPC Agreement | Within 30 (thirty) days after completion of the Maintenance Period, the Contractor shall submit to the Authority's Engineer six copies of the final payment statement for Maintenance of the Project Highway, with supporting documents showing the details set forth below in the form prescribed by the Authority's Engineer : (a) the total amount claimed in accordance with the monthly statement for Maintenance of Project Highway; (b) the amount paid in accordance with the Interim Payment Certificates; and (c) any sums which the Contractor considers to be due to it, with supporting documents. | Within 30 (thirty) days after completion of the Maintenance Period, the Contractor shall submit to the Authority's Engineer six copies of the final payment statement for Maintenance of the Project Highway, with supporting documents showing the details set forth below in the form prescribed by the Authority's Engineer : (a) the total amount claimed in accordance with the statement for Maintenance of Project Highway; (b) the amount paid in accordance with the Interim Payment Certificates; and (c) any sums which the Contractor considers to be due to it, with supporting documents. |
| 10. | Clause 1.2 of Schedule H | Proportions of the Contract Price for different stages of Construction of the Project Highway shall be as specified below: | Procedure for payment in proportion to 90% of the Contract Price ('X') for different stages of Construction of the Project Highway shall be as specified below: |
| 11. | Table 1.2 of Schedule H | | Item in column 2 " Weightage in percentage to the Contract Price " shall be read as " Weightage in percentage to 'X' " |

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| 12. | Clause 2.2 of Schedule H | Payment for Maintenance shall be made in quarterly installments in accordance with the provisions of Clause 19.7. | Payment for Maintenance shall be made in two installments in accordance with the provisions of Clause 19.7. |
| 13. | Schedule J | | "Contract Price" shall be read as "90% amount of Contract Price" |
| 14. | Clause 2.2 of Schedule M | <p>The amount to be deducted from monthly lump-sum payment for non compliance of particular item shall be calculated as under:</p> $R = P/100 \times M \times L1/L$ <p>Where P = Percentage of particular item/Defect/deficiency for deduction M = Monthly lump-sum payment in accordance with the Bid L1 = Non-complying length L = Total length of the road, R = Reduction (the amount to be deducted for non compliance for a particular item/Defect/deficiency The total amount of reduction shall be arrived at by summation of reductions for such items/Defects/deficiency or non compliance. For any Defect in a part of one kilometer, the non-conforming length shall be taken as one kilometer.</p> | <p>The amount to be deducted from maintenance payment for non compliance of particular item shall be calculated as under:</p> $R = P/100 \times M/60 \times L1/L$ <p>Where P = Percentage of particular item/Defect/deficiency for deduction M = Total Maintenance Cost (10% of the Contract Price) L1 = Non-complying length L = Total length of the road, R = Reduction (the amount to be deducted for non compliance for a particular item/Defect/deficiency The total amount of reduction shall be arrived at by summation of reductions for such items/Defects/deficiency or non compliance. For any Defect in a part of one kilometer, the non-conforming length shall be taken as one kilometer.</p> |
| 15. | Clause 7.3 of Annex-I of Schedule N | The Authority's Engineer shall, within 15 (fifteen) days of receipt of the Monthly Maintenance Statement from the Contractor pursuant to Clause 19.6, verify the Contractor's monthly statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement. | The Authority's Engineer shall, within 15 (fifteen) days of receipt of the Maintenance Statement from the Contractor pursuant to Clause 19.6, verify the Contractor's statement and certify the amount to be paid to the Contractor in accordance with the provisions of the Agreement. |
| 16. | Clause 2 of Schedule O | <p>Monthly Maintenance Payment Statement</p> <p>The monthly Statement for Maintenance Payment shall state:</p> <ol style="list-style-type: none"> the monthly payment admissible in accordance with the provisions of the Agreement; the deductions for maintenance work not done; net payment for maintenance due, (a) minus (b); amounts reflecting adjustments in price under Clause 19.12; and amount towards deduction of taxes | <p>Maintenance Payment Statement</p> <p>The monthly Statement for Maintenance Payment shall state:</p> <ol style="list-style-type: none"> the maintenance payment admissible in accordance with the provisions of the Agreement; the deductions for maintenance work not done; net payment for maintenance due, (a) minus (b); amounts reflecting adjustments in price under Clause 19.12; and amount towards deduction of taxes |


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13.11.2018