

National Highways & Infrastructure Development Corporation Limited

Project Name: Four laning of Vairengte - Chhimluang section (Package-3) of NH-306 from Existing Chainage km 43+000 to km 59+700 (Design Chainage km 46+000 to km 60+850) on Silchar - Vairengte - Sairang road in the State of Mizoram under Bharatmala Pariyojna on EPC mode.

Contract Package No.: NHIDCL/Mizoram/NH-306&6/Package-3/2021-22

Tender Id: 2021_NHIDC_641920_1

Amendment No. 1

Sl. No.	Reference/clause no./ Annexure	Existing Provision	Modified Provision (To be read as)																																						
1.	Notice Inviting Bid and Clause 1.1.1 of Section-1 of RFP, Page no. 4 & 9	Completion Period: 24 Months	Completion Period: 18 Months																																						
2.	Clause 10.3 (i) of DCA, Page no. 70	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 Works. The [730th (Seven Hundred and Thirty) day] from the Appointed Date shall be the scheduled completion date thereof.	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 Works. The [540th (Five Hundred and Forty) day] from the Appointed Date shall be the scheduled completion date thereof.																																						
3.	Schedule-J, Page no. 43	Modified Schedule- J is attached as Annexure-I.																																							
4.	Clause 1.2 & 1.3.4 of Schedule-H, Page no. 186 & 188	<table><thead><tr><th>Stage for Payment</th><th>Percentage weightage</th></tr></thead><tbody><tr><td>v) Protection works - retaining wall / toe wall, breast wall etc.</td><td></td></tr><tr><td>a) Breast wall</td><td>42.63%</td></tr><tr><td>b) Retaining /Toe wall</td><td>14.75%</td></tr></tbody></table>	Stage for Payment	Percentage weightage	v) Protection works - retaining wall / toe wall, breast wall etc.		a) Breast wall	42.63%	b) Retaining /Toe wall	14.75%	<table><thead><tr><th>Stage for Payment</th><th>Percentage weightage</th></tr></thead><tbody><tr><td>v) Protection works - retaining wall / toe wall, breast wall etc.</td><td></td></tr><tr><td>a) Breast wall</td><td></td></tr><tr><td> PCC BW - 2.0m Ht</td><td>0.25%</td></tr><tr><td> PCC BW - 4.0m Ht</td><td>15.00%</td></tr><tr><td> Gabion BW - 6m Ht</td><td>17.75%</td></tr><tr><td> Gabion BW - 8m Ht</td><td>9.63%</td></tr><tr><td>b) Retaining /Toe wall</td><td></td></tr><tr><td> PCC RW - 3m Ht</td><td>1.25%</td></tr><tr><td> PCC RW - 4m Ht</td><td>2.00%</td></tr><tr><td> PCC RW - 5m Ht</td><td>2.50%</td></tr><tr><td> Gabion/RCC RW - 6m Ht</td><td>3.00%</td></tr><tr><td> Gabion/RCC RW - 7m Ht</td><td>3.25%</td></tr><tr><td> Gabion/RCC RW - 8m Ht</td><td>2.00%</td></tr><tr><td> Gabion/RCC RW - 9m Ht</td><td>0.75%</td></tr></tbody></table>	Stage for Payment	Percentage weightage	v) Protection works - retaining wall / toe wall, breast wall etc.		a) Breast wall		PCC BW - 2.0m Ht	0.25%	PCC BW - 4.0m Ht	15.00%	Gabion BW - 6m Ht	17.75%	Gabion BW - 8m Ht	9.63%	b) Retaining /Toe wall		PCC RW - 3m Ht	1.25%	PCC RW - 4m Ht	2.00%	PCC RW - 5m Ht	2.50%	Gabion/RCC RW - 6m Ht	3.00%	Gabion/RCC RW - 7m Ht	3.25%	Gabion/RCC RW - 8m Ht	2.00%	Gabion/RCC RW - 9m Ht	0.75%
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(R. S. Puri)

General Manager (Technical)

Schedule-J

(See Clause 10.3 (ii))

PROJECT COMPLETION SCHEDULE

1 Project Completion Schedule

During Construction period, the Contractor shall comply with the requirements set forth in this Schedule J for each of the Project Milestones and the **Scheduled Completion Date**. Within 15 (fifteen) days of the date of each Project Milestone, the Contractor shall notify the Authority of such compliance along with necessary particulars thereof.

2 Project Milestone-I

- (i) Project Milestone-I shall occur on the date falling on the **150th** (One Hundred and Fifty) day from the Appointed Date (the "**Project Milestone-I**").
- (ii) Prior to the occurrence of Project Milestone-I, the Contractor shall have commenced construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than **10%** (ten per cent) of the Contract Price.

3 Project Milestone-II

- (i) Project Milestone-II shall occur on the date falling on the **270th** (Two hundred and Seventy) day from the Appointed Date (the "**Project Milestone-II**").
- (ii) Prior to the occurrence of Project Milestone-II, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than **35%** (thirty five per cent) of the Contract Price.

4 Project Milestone-III

- (i) Project Milestone-III shall occur on the date falling on the **420th** (Four hundred and Twenty) day from the Appointed Date (the "**Project Milestone-III**").
- (ii) Prior to the occurrence of Project Milestone-III, the Contractor shall have continued with construction of the Project Highway and submitted to the Authority duly and validly prepared Stage Payment Statements for an amount not less than **70%** (seventy per cent) of the Contract Price and should have started construction of all project facilities.

5 Schedule Completion Date

- (i) The Scheduled Completion Date shall occur on the **540th** (Five Hundred and Forty) day from the Appointed Date.
- (ii) On or before the Scheduled Completion Date, the Contractor shall have completed construction in accordance with this Agreement.



6 Extension of time

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.

^s If total project length is say 'L' km and the unencumbered length along existing road as handed over on the appointed date is 'L₁' km (including bypasses, re-alignment, structure etc.) and balance length i.e. 'L₂' km (L-L₁) is to be handed over on a later date as per the memorandum signed under provision of Clause 8.2.1 of the Contract Document, then the Project Milestone-I, II and III shall be linked to stage payment statement for amount in percentage of the contract price worked out on prorata basis for the 'L₁' km length handed over of balance length, the subsequent Project Milestone shall be linked to stage payment statement for amount in percentage of the total contract price.

For example:

If the date for Milestone-I and Milestone-II is 180th and 300th day from appointed date and balance 'L₂' km length is handed over after 300th day from appointed date, then the stage payment statement required for achieving Milestone-I and Milestone-II should be linked to Contract Price worked out on prorata basis for the L₁ km length [i.e. for Contract Price \times L₁/L]. Subsequent Milestone i.e. Milestone-III will be linked to stage payment statement for amount in percentage of the total contract price. In no case, there shall be any change in the schedule completion date unless extension of time has been granted by the Authority under Clause 10.3 and 10.5 of the contract agreement.

In order for the above dispensation to come into operation, it is necessary that a suitable mechanism (like escrow account) is evolved between the parties to the effect that the payments released to the contractor under the above dispensation would be used for completion of the project in the first instance and shall be available to the Contractor only after meeting his project related commitments

