

Corrigendum - I

Sub: Construction of bypass to Mozari town on NH-53 (Old NH-6) Taluka-Tiwasa, Dist. Amravati (Existing km. 118.700 to km. 124.400) (Design km. 0.000 to km. 6.100) in the State of Maharashtra on EPC mode

1. The provisions of RFP and DCA are being amended as per following details:

S. No.	Clause / Reference	Existing Clause	Revised Clause
1.	Table under Notice Inviting Bid of RFP	Estimated Cost: Rs. 83.45 Crore (exclusive of GST)	Estimated Cost: Rs. 78.28 Crore (exclusive of GST)
2.	Table under Clause 1.1.1	Estimated Cost: Rs. 83.45 Crore (exclusive of GST)	Estimated Cost: Rs. 78.28 Crore (exclusive of GST)
3.	Clause 2.2.2.2 (i) of RFP	For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have received payments for construction of Eligible Project(s), or has undertaken construction works by itself in a PPP project, such that the sum total thereof, as further adjusted in accordance with clause 2.2.2.5 (i) & (ii), is more than Rs 62.59 crore (Rupees Sixty Two Crore and Fifty Nine Lakh Only) (the "Threshold Technical Capacity").	For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have received payments for construction of Eligible Project(s), or has undertaken construction works by itself in a PPP project, such that the sum total thereof, as further adjusted in accordance with clause 2.2.2.5 (i) & (ii), is more than Rs 58.71 crore (Rupees Fifty Eight Crore and Seventy One Lakh Only) (the "Threshold Technical Capacity").
4.	Clause 2.2.2.2 (ii) of RFP	For normal Highway projects (including Major Bridges/ ROB/ Flyovers/ Tunnels): Provided that at least one similar work of 20% of Estimated Project Cost Rs. 16.69 crore (Rs. Sixteen Crore and Sixty Nine Lakh Only) shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the estimated project cost.	For normal Highway projects (including Major Bridges/ ROB/ Flyovers/ Tunnels): Provided that at least one similar work of 20% of Estimated Project Cost Rs. 15.66 crore (Rs. Fifteen Crore and Sixty Six Lakh Only) shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the estimated project cost.
5.	Clause 2.2.2.3 (i) of RFP	The Bidder shall have a minimum Net Worth (the "Financial Capacity") of Rs. 4.17 crore (Rs. Four Crore and Seventeen Lakh Only) at the close of the preceding financial year.	The Bidder shall have a minimum Net Worth (the "Financial Capacity") of Rs. 3.91 crore (Rs. Three Crore and Ninety One Lakh Only) at the close of the preceding financial year.

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S. No.	Clause / Reference	Existing Clause	Revised Clause
6.	Clause 2.2.2.3 (ii) of RFP	The Bidder shall have a minimum Average Annual Turnover (updated to the price level of the year based on factors indicated in table below) of Rs. 12.52 crore (Rs. Twelve Crore and Fifty Two Lakh Only) for the last 5 (five) financial years.	The Bidder shall have a minimum Average Annual Turnover (updated to the price level of the year based on factors indicated in table below) of Rs. 11.74 crore (Rs. Eleven Crore and Seventy Four Lakh Only) for the last 5 (five) financial years.
7.	Clause 2.2.2.5 (ii) of RFP	For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have received payments from its client(s) for construction works executed, fully or partially, or work executed and certified by the Engineer-in-Charge/Independent Engineer/Authority's Engineer during the 5 (five) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received/ work executed, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, receipts of or work executed amount less than Rs. 4.17 crore (Rs. Four Crore and Seventeen Lakh Only) shall not be reckoned as receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract / EPC contract for the project. Further, the cost of land and also cost towards pre-construction activities (like shifting of utilities etc.) shall not be included hereunder.	For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have received payments from its client(s) for construction works executed, fully or partially, or work executed and certified by the Engineer-in-Charge/Independent Engineer/Authority's Engineer during the 5 (five) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received/ work executed, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, receipts of or work executed amount less than Rs. 3.91 crore (Rs. Three Crore and Ninety One Lakh Only) shall not be reckoned as receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract / EPC contract for the project. Further, the cost of land and also cost towards pre-construction activities (like shifting of utilities etc.) shall not be included hereunder.
8.	Clause 1.2.7 of RFP	Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder fails to submit the originals Bid Securing Declaration, POA for signing the Bid, POA for lead member of JV, if any, JBA for JV, if any, Integrity Pact, and experience certificates apostille at foreign origin, if any and other documents required as per clause 2.11.2 or withdraws or is not selected for whatsoever reason except the reason mentioned in Clause 2.1.12 (b) (4), the Authority shall annul the Bidding Process and invite fresh Bids	Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder fails to submit the originals Bid Securing Declaration, POA for signing the Bid, POA for lead member of JV, if any, JBA for JV, if any, Integrity Pact, and experience certificates apostille at foreign origin, if any and other documents required as per clause 2.11.2 or withdraws or is not selected for whatsoever reason except the reason mentioned in Clause 2.1.12 (b) (4) & Clause 3.3.1 , the Authority shall annul the Bidding Process and invite fresh Bids
9.	Clause 1.2.10 of RFP		1.2.10 A Bidder is required to submit, along with its technical Bid, a self-certification that the item offered meets the local content requirement for 'Class - I local Supplier' / 'Class - II local Supplier', as the case may be. The self-certification shall also have details of the location(s) at which the local value

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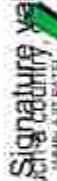
S. No.	Clause / Reference	Existing Clause	Revised Clause
			<p>addition is made. In case, bidder has not submitted the aforesaid certification the bidder will be treated as 'Non- Local Supplier'.</p> <p>In the above pretext, the Class – I Local Supplier, Class – II Local Supplier and the Non- Local Supplier are defined as under:</p> <p>(i) 'Class – I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class – I local Supplier' under this RFP. The 'local content' requirement to categorize a supplier as 'Class – I local Supplier' is minimum 50%.</p> <p>(ii) 'Class – II local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class – II local Supplier' under this RFP. The 'local content' requirement to categorize a supplier as 'Class – II local Supplier' is minimum 20%.</p> <p>(iii) 'Non - local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class – II local supplier' under this RFP.</p> <p>(iv) 'Local content' means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent</p> <p>In case of procurement for a value in excess of Rs. 10 crores, the 'Class – I local supplier' / 'Class – II local supplier' shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p>

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S. No.	Clause / Reference	Existing Clause	Revised Clause
10.	Clause 2.1.15 of RFP	-	2.1.15 All Orders of Ministry of Finance/DPIIT/any other Government agencies, as applicable and prevalent on the date of LOA, shall be applicable.
11.	Clause 2.1.16 of RFP	-	2.1.16 Entities of countries which have been identified by Ministry of Road Transport & Highways as not allowing Indian companies to participate in their Government procurement for any item related to Ministry of Road Transport & Highways shall not be allowed to participate in Government procurement in India for all items related to Ministry of Road Transport & Highways, except for the list of items published by the Ministry of Road Transport & Highways permitting their participation.
12.	Clause 2.1.2 of RFP	<p>An International Bidder bidding individually or as a member of a Joint Venture shall ensure that Power of Attorney is apostille by appropriate authority and requirement of Indian Stamp Act is duly fulfilled.</p> <p>I. Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA (Copy enclosed).</p> <p>II "Bidder" (including the terms 'tendered', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III "Bidder from a country which shares a land border with India" means:</p>	<p>An International Bidder bidding individually or as a member of a Joint Venture shall ensure that Power of Attorney is apostille by appropriate authority and requirement of Indian Stamp Act is duly fulfilled.</p>
		<p>a) An entity incorporated, established or registered in such</p> <p>Signature valid</p> 	

S. No.	Clause / Reference	Existing Clause	Revised Clause
		<p>b) A subsidiary of an entity incorporated, established or registered in such a country, or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country, or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>IV. Beneficial owner for the purpose of (III) above means:</p> <p>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation:</p> <p>a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</p> <p><i>National Highways Authority of India Request For Proposal</i></p> <p><i>Construction of Four Lane Bypasses for Jagatpur, Babuganj, Unchahar, Alapur Bypass, and Sai river bridge of Raebareilly- Prayagraj section of NH-30 (Old NH-24B) in the State of Uttar Pradesh on EPC mode under Bharatmala Pariyojna (ICR) 13</i></p> <p>b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or joint</p>	

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S. No.	Clause / Reference	Existing Clause	Revised Clause
		<p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more or more juridical person; has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual;</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>VI. The Selected Bidder/ Contractor shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Clause III above.</p> <p>Certificate regarding Compliance:</p>	

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S. No.	Clause / Reference	Existing Clause	Revised Clause
		<p>A certificate shall be required to be submitted by the bidders in the format prescribed at Appendix-X.</p> <p>It may be noted that in case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.</p> <p>Validity of Registration:</p> <p>In respect of RFP, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the Bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during contract execution.</p>	
13.	Clause 2.2.1 (d) of RFP	<p>-</p>	<p>2.2.21 (d) For determining the eligibility of Bidder from a country which shares a land border with India the following shall apply:</p> <p>(i) Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA (Copy enclosed).</p> <p>(ii) "Bidder from a country which shares a land border with India" means:</p> <p>a) An entity incorporated, established or registered in such a country, or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p>

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S. No.	Clause / Reference	Existing Clause	Revised Clause
			<p>g) A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>(iii). Beneficial owner for the purpose of (ii) above means:</p> <p>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation:</p> <p>a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</p> <p>b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements;</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or one or more juridical person; has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual;</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p>

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S. No.	Clause / Reference	Existing Clause	Revised Clause
			<p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>(iv). An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>(v) The Selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Clause 2.2.1(d)(ii) above.</p> <p><u>Certificate regarding Compliance:</u></p> <p>A certificate on the letterhead of the Bidder shall be required to be submitted by the bidders certifying the following:</p> <p>"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, I certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order no. F.no.6/18/2019- PPD dated 23rd July 2020. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered."</p> <p>It may be noted that in case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.</p>

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S. No.	Clause / Reference	Existing Clause	Revised Clause
14.	Clause 2.2.2.1 of RFP	<p><u>Bid Capacity</u></p> <p>Bidders who <i>inter alia</i> meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID value (value as per Clause 1.1.1). The available BID capacity will be calculated as per following, based on information mentioned at Annexure-VI of Appendix-IA:</p> <p>Assessed Available BID capacity = $(A * N * 2.5 - B + C)$, Where</p> <p>N= Number of years prescribed for completion of work for which Bid is invited.</p> <p>A = Maximum value of civil engineering works excluding the amount of bonus received, if any, in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note-3 below) taking into account the completed as well as works in progress. The EPC projects include turnkey project/ Item rate contract/ Construction works.</p> <p>B = Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which Appointed Date/ Commencement Date has been declared or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which LOA has been issued but Appointed Date/ Commencement Date not declared as on Bid Due Date shall not be considered while calculating value of B.</p>	<p><u>Validity of Registration:</u></p> <p>In respect of RFP, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the Bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during contract execution.</p> <p><u>Bid Capacity</u></p> <p>Bidders who <i>inter alia</i> meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID value (value as per Clause 1.1.1). The available BID capacity will be calculated as per following, based on information mentioned at Annexure-VI of Appendix-IA:</p> <p>Assessed Available BID capacity = $(A * N * 2.5 - B + C)$, Where</p> <p>N= Number of years prescribed for completion of work for which Bid is invited.</p> <p>A = Maximum value of civil engineering works excluding the amount of bonus received, if any, in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note-3 below) taking into account the completed as well as works in progress. The EPC projects include turnkey project/ Item rate contract/ Construction works.</p> <p>B = Value (updated to the price level of the year indicated in table at Note-3 below) of existing commitments, works for which the bidder has emerged as the winner of the bids or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which bidder has emerged as the winner of the bids but LOA has not been issued as on the day before opening the financial bids shall also be considered while calculating value of B.</p>

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S. No.	Clause / Reference	Existing Clause	Revised Clause																								
		<p>C = The amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in table at Note-3 below).</p> <p>Note:</p> <p>1. The Statement showing the value of all existing commitments, works for which Appointed Date/ Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor.</p> <p>2. The amount of bonus received, if any, in EPC Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects.</p> <p>3. The factor for the year for update to the price level is indicated as under:</p> <table><tr><th>Year</th><th>Year-1</th><th>Year-2</th><th>Year-3</th><th>Year-4</th><th>Year-5</th></tr><tr><td>Up-dation factor</td><td>1.00</td><td>1.05</td><td>1.10</td><td>1.15</td><td>1.20</td></tr></table>	Year	Year-1	Year-2	Year-3	Year-4	Year-5	Up-dation factor	1.00	1.05	1.10	1.15	1.20	<p>C = The amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in table at Note-3 below).</p> <p>Note:</p> <p>1. The Statement showing the value of all existing commitments, works for which the contractor has emerged as the winner of the bid is given by bidder and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor.</p> <p>2. The amount of bonus received, if any, in EPC Projects should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects.</p> <p>3. The factor for the year for update to the price level is indicated as under:</p> <table><tr><th>Year</th><th>Year-1</th><th>Year-2</th><th>Year-3</th><th>Year-4</th><th>Year-5</th></tr><tr><td>Up-dation factor</td><td>1.00</td><td>1.05</td><td>1.10</td><td>1.15</td><td>1.20</td></tr></table>	Year	Year-1	Year-2	Year-3	Year-4	Year-5	Up-dation factor	1.00	1.05	1.10	1.15	1.20
Year	Year-1	Year-2	Year-3	Year-4	Year-5																						
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Up-dation factor	1.00	1.05	1.10	1.15	1.20																						
15.	Clause 2.11.1 of RFP	<p>(n) Appendix-IB (Letter comprising the Financial Bid) shall be submitted online through e-procurement portal http://tenders.gov.in before 1100 hrs IST on 24.01.2021</p> <p>Signature valid</p> <p>AMRIN AJIT PATEL 28.11.2022 10:16</p> 	<p>4. The Bid capacity status of the bidder to be updated as on the day before opening the financial bids.</p> <p>Financial Bid</p> <p>(q) Appendix-IB (Letter comprising the Financial Bid) shall be submitted online through e-procurement portal http://tenders.gov.in on or before 1100 hrs IST on 24.01.2021</p>																								

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S. No.	Clause / Reference	Existing Clause	Revised Clause
			<p><u>Self-Certification</u></p> <p>Self- certification by the Bidder that its Bid meets the Local Content requirement for 'Class - I Local supplier'/'Class - II Local supplier', as the case may be. The Self-certification shall also have details of the location(s) at which the local value addition is made. In case, bidder do not submit the aforesaid Certification, the bidder will be summarily treated as 'Non Local Supplier'.</p> <p>In case of procurement for a value in excess of Rs. 10 crores, the 'Class - I Local supplier'/'Class - II Local supplier' shall have to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in case of Companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of Suppliers other than Companies) giving the percentage of Local Content upon Construction of the Project.</p>
16.	Clause 3.3.1 of RFP	<p>Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6 and who quotes lowest price shall be declared as the selected Bidder (the "Selected Bidder").</p>	<p>Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.1.6, The bidder shall be declared as the selected Bidder (the "Selected Bidder") in pursuance to the procedure defined hereunder:</p> <p>(i) Among all the responsive bidder, the lowest bidder will be termed as L1. If L1 is 'Class-I Local Supplier', the contract will be awarded to L1.</p> <p>(ii) If L1 is not 'Class - I local supplier' the lowest bidder among the 'Class - I local supplier', will be invited to match L1 price subject to Class I local supplier's quoted price falling within the margin of purchase preference, and the contract will be awarded to such 'Class - I local supplier' subject to matching the L1 price.</p> <p>(iii) In case such lowest eligible 'Class - I local supplier' fails to match the L1 price, the 'Class - I local supplier' with the next</p>

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Construction of bypass to Mozari town on NH-53 (Old NH-6) Taluka-Tiwasa, Dist. Amravati (Existing km. 118.700 to km. 124.400) (Design km. 0.000 to km. 6.100) in the State of Maharashtra on EPC mode


S. No.	Clause / Reference	Existing Clause	Revised Clause
			<p>higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.</p> <p>In case none of the 'Class - I local supplier' within the margin of purchase preference matches the L1 price, the contract shall be awarded to the L1 bidder.</p> <p>'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class - I local supplier' may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.</p>
17.	Appendix-IX Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)	<p>Appendix-IX</p> <p>(To be on the letter head of the Bidder/ Each Member of the Joint Venture)</p> <p>Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)</p> <p>The General Manager (T) National Highways Authority of India G-5&6, Sector 10, Dwarka, New Delhi - 110 075</p> <p>Sub: BID for Construction of Four Lane Bypasses for Jagatpur, Babuganj, Unchahar, Alapur Bypass, and Sai river bridge of Raebareilly- Prayagraj section of NH-30 (Old NH-24B) in the State of Uttar Pradesh on EPC mode under Bharatmala Pariyojna (ICR).</p> <p>Dear Sir,</p>	<p>Appendix-IX</p> <p>(To be on the letter head of the Bidder/ Each Member of the Joint Venture)</p> <p>Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)</p> <p>The General Manager (T) National Highways Authority of India G-5&6, Sector 10, Dwarka, New Delhi - 110 075</p> <p>Sub: BID for Construction of Four Lane Bypasses for Jagatpur, Babuganj, Unchahar, Alapur Bypass, and Sai river bridge of Raebareilly- Prayagraj section of NH-30 (Old NH-24B) in the State of Uttar Pradesh on EPC mode under Bharatmala Pariyojna (ICR).</p> <p>Dear Sir,</p>


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Construction of bypass to Mozari town on NH-53 (Old NH-6) Taluka-Tiwasa, Dist. Amravati (Existing km. 118.700 to km. 124.400) (Design km. 0.000 to km. 6.100) in the State of Maharashtra on EPC mode

S. No.	Clause / Reference	Existing Clause	Revised Clause
		<p>With reference to your RFP document dated *** ***, I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:</p> <p>I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.</p> <p>I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.</p> <p>I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.</p> <p>Yours faithfully,</p> <p>Date: _____</p> <p>Place: _____</p> <p>Notes: _____</p> <p>(Where applicable, evidence of valid registration by the Competent Authority shall be attached)</p> <p>In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.</p>	<p>With reference to your RFP document dated *** ***, I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:</p> <p>I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.</p> <p>I/We certify that this bidder is not from a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order no. F.no.6/18/2019- PPD dated 23rd July 2020 and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.</p> <p>I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.</p> <p>Yours faithfully,</p> <p>Date: _____</p> <p>Place: _____</p> <p>Notes: _____</p> <p>(Where applicable, evidence of valid registration by the Competent Authority shall be attached)</p> <p>In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.</p>
18.	Clause 4.14 of Draft EPC Agreement	<p>Signature valid</p> <p>ABHIRAJIT PATEL</p> <p>28.11.2022 15:16</p> 	<p>4.14 Obligations relating to Local Content:</p>

S. No.	Clause / Reference	Existing Clause	Revised Clause
			<p>The Contractor [Class I Local Supplier/ Class II Local Supplier/ Non Local Supplier] undertakes to ensure minimum Local Content in the Project Highway of at least [50% / 20%] duly complying with the provisions of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India Order No. P-45021/2/2017-PP (BE- II) dated September 16, 2020, as amended or modified till Bid Due Date and the provisions under Rule 144(x) of GFR, 2017.</p>
19.	Clause 11.16 Video Recording of Draft EPC Agreement	<p>During the Construction Period, the Contractor 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 after the Appointed Date.</p> <p>In addition, the Contractor shall during the Construction and Maintenance Period shall carry out such drone videography (on monthly basis) in the presence of Team Leader of Authority's 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. Authority's Engineer shall ensure that the features and quality of drone video is acceptable and video is not distorted/tampered with.</p> <p>Authority's Engineer shall analyse these drone videos and give their comments in its digital MPRs covering inter-alia but not limited to the encumbrances/lands not available, sites of COS demands, progress of camp sites, project, mobilisation of plant & equipment, mobilisation of NCRs etc alongwith the proposed action plan. Project Director of NHAI shall crosscheck physical inspections and notify the discrepancies noticed, if any, between drone video, on Authority's Engineer comments and Signature Signed</p> <p style="text-align: right;">AMRIN AJIT PATEL 28.11.2022 10:16</p> 	<p>The Contractor shall carryout video recording of the Project every month since award of work till completion of construction and biannually during maintenance period.</p> <p>Authority has finalized specifications/methodology for video recording and identified zone-wise agencies & rates for the same. The Contractor may use these agencies so as to ensure uniformity in data collection. Recording shall have to be done in the presence of Team Leader of Authority Engineer. Recording of previous videos and current running side by side shall be loaded on Data Lake (https://datalakeg.nhai.gov.in/nhai) for easily capturing various developments during the month (a sample screenshot is attached herewith and also loaded on Data Lake along with a sample video for guidance) before submission of their invoice. Capturing Ortho-image for approx. 10% equivalent length of critical structures or any other specific area should be decided by the ROs/ PDs and be conveyed to the Drone Agency in the site-specific work order. Authority Engineer shall ensure that the features and quality of drone video is acceptable and video is not distorted/tampered with.</p> <p>Authority Engineer shall analyse these drone videos and give their comments in its digital MPRs covering inter-alia but not limited to the encumbrances/lands not available, sites of COS 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 of NHAI shall cross-check drone videos during the monthly physical inspections and notify the discrepancies noticed, if any, between drone video, on Authority Engineer</p>

S. No.	Clause / Reference	Existing Clause	Revised Clause
		discrepancies shall be examined and addressed through joint site inspections.	<p>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. Therefore, PDs should plan biannually drone based video recording during maintenance period in such a manner so that there is no overlap and digital data of maintenance period is available in regular intervals (quarterly) through NSV and drone videography.</p> <p>In addition, PDs/ 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. The amount spent on recording shall be charged to Contractor to the extent covered in the agreement.</p>

Signature valid

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S. No.	Clause / Reference	Existing Clause	Revised Clause																																										
20.	Clause 5.5 of Schedule - B	<p>Notwithstanding anything to the contrary contained in this Agreement or the Manual, the Contractor shall design the pavement for design traffic of 60 MSA Considering future traffic projections for design life or as per the actual Traffic whichever is higher. Minimum pavement composition should be adopted for new pavement/reconstruction of Road as below: -</p> <p style="text-align: center;">Design Ch. 0+000 to 6+100</p> <table><tr><th>Sr. No.</th><th>Description</th><th>Minimum Crust composition of Flexible pavements</th></tr><tr><td>1</td><td>Bituminous Concrete</td><td>40 mm</td></tr><tr><td>2</td><td>Dense Bituminous Macadam</td><td>60 mm</td></tr><tr><td>3</td><td>Granular Crack Relief Layer</td><td>100 mm</td></tr><tr><td>4</td><td>CTB</td><td>220 mm</td></tr><tr><td>5</td><td>CTSB</td><td>250 mm</td></tr><tr><td>6</td><td>SUBGRADE</td><td>500 mm</td></tr></table>	Sr. No.	Description	Minimum Crust composition of Flexible pavements	1	Bituminous Concrete	40 mm	2	Dense Bituminous Macadam	60 mm	3	Granular Crack Relief Layer	100 mm	4	CTB	220 mm	5	CTSB	250 mm	6	SUBGRADE	500 mm	<p>Notwithstanding anything to the contrary contained in this Agreement or the Manual, the Contractor shall design the pavement for design traffic of 60 MSA Considering future traffic projections for design life or as per the actual Traffic whichever is higher. Minimum pavement composition should be adopted for new pavement/reconstruction of Road as below: -</p> <p style="text-align: center;">Design Ch. 0+000 to 6+100</p> <table><tr><th>Sr. No.</th><th>Description</th><th>Minimum Crust composition of Flexible pavements</th></tr><tr><td>1</td><td>Bituminous Concrete</td><td>40 mm</td></tr><tr><td>2</td><td>Dense Bituminous Macadam</td><td>60 mm</td></tr><tr><td>3</td><td>Granular Crack Relief Layer</td><td>100 mm</td></tr><tr><td>4</td><td>CTB</td><td>100 mm</td></tr><tr><td>5</td><td>CTSB</td><td>250 mm</td></tr><tr><td>6</td><td>SUBGRADE</td><td>500 mm</td></tr></table>	Sr. No.	Description	Minimum Crust composition of Flexible pavements	1	Bituminous Concrete	40 mm	2	Dense Bituminous Macadam	60 mm	3	Granular Crack Relief Layer	100 mm	4	CTB	100 mm	5	CTSB	250 mm	6	SUBGRADE	500 mm
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21.	Schedule <u>B</u> , Appendix B-1: Typical Cross Sections for Bypass	TCS-01 and TCS-02	Refer uploaded documents for revised TCS-01 and TCS-02																																										
22.	Drawings	Drawing No. P-2548/MOZARI/TCS/1To2/R0	Refer Revised Drawing No. P-2548/MOZARI/TCS/1To2/R1 for TCS																																										

2. Refer uploaded documents for revised Schedule - H, TCS Drawing and Appendix B-1 of Schedule - B.

3. Refer Policy Guidelines issued vide NHAI Policy Circular No. NHAI/TIC/ Fly Ash/2010-Part(1)/708 dated 16.11.2021 w.r.t. supply of Fly Ash from Thermal power plants to NHAI Projects.

Signature valid

AMRIN A JI PATIL
28.11.2022 15:16

Construction of bypass to Mozari town on NH-53 (Old NH-6) Taluka-Tiwasa, Dist. Amravati (Existing km. 118.700 to km. 124.400) (Design km. 0.000 to km. 6.100) in the State of Maharashtra on EPC mode

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Reply to pre – bid queries

S. No.	Reference	Description	Issues raised	Reply																		
1	General	Land Acquisition	Please provide the status of Land Acquisition	Status of Land acquisition is as below: <table><tr><th>Description</th><th>Remarks</th></tr><tr><td>Total Land required</td><td>24.94 Ha.</td></tr><tr><td>Existing ROW</td><td>0.00 Ha.</td></tr><tr><td>Govt. Land</td><td>0.00 Ha.</td></tr><tr><td>Forest Land</td><td>0.00 Ha.</td></tr><tr><td>Additional Private Land to be acquired</td><td>24.94 Ha.</td></tr><tr><td>3 (A)</td><td>100%</td></tr><tr><td>3 (D)</td><td>100%</td></tr><tr><td>3 (G)</td><td>100%</td></tr></table>	Description	Remarks	Total Land required	24.94 Ha.	Existing ROW	0.00 Ha.	Govt. Land	0.00 Ha.	Forest Land	0.00 Ha.	Additional Private Land to be acquired	24.94 Ha.	3 (A)	100%	3 (D)	100%	3 (G)	100%
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2	Clause 8.2 (iii) of DCA	As per clause No. 8.2 (iii) say ROW will be handed over to the contractor as per date specified in Schedule 'A', but as per Schedule 'A' Annexure - II say date of providing of ROW as per provision of Contract Agreement.	Please give the date of providing of ROW	Procurement of the Site will be as per the provisions of Contract Agreement																		
3	General	Departmental lands /Murum Quarry	Please provide the information about the Departmental lands/ Murum Quarry near the site.	Clause 4.1 (vi) of Draft Contract Agreement may be referred for clarity.																		
4	Schedule C (Project Facilities)	As per Schedule 'C', - RCC Boundary wall shall be provided on both sides of the proposed bypass in entire stretch.	Please clarify, If Boundary wall is for Earth retaining purpose or ROW fixing purpose.	Boundary walls at the boundary on both sides of Right of Way shall be provided as per Schedule C.																		
5	Clause 5.2 (h) of DCA	it has procured Right of Way and environment clearances such that the Contractor can commence construction forthwith on 90% (ninety per cent) of the total length of the Project Highway	Whether the land in the full width of ROW and for full proposed length of Project Highway as mentioned in the Schedule-A which is 45.00 km. has been acquired by the contractor?	Status of Land acquisition is as below: <table><tr><th>Description</th><th>Remarks</th></tr><tr><td>Total Land required</td><td>24.94 Ha.</td></tr><tr><td>Existing ROW</td><td>0.00 Ha.</td></tr><tr><td>Govt. Land</td><td>0.00 Ha.</td></tr><tr><td>Forest Land</td><td>0.00 Ha.</td></tr></table>	Description	Remarks	Total Land required	24.94 Ha.	Existing ROW	0.00 Ha.	Govt. Land	0.00 Ha.	Forest Land	0.00 Ha.								
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	the actual cost of removal incurred by the Authority.	equipment from the site without permission of the Engineer, ?	
10	Clause no. 20.1(vi) of DCA The Contractor shall provide to the Authority, within 30 days of the Appointed Date, evidence of professional liability insurance maintained by its Design Director and/or consultants to cover the risk of professional negligence in the design of Works. The professional liability coverage shall be for a sum of not less than [3% (three per cent)] of the Contract Price and shall be maintained until the end of the Defects Liability Period.	It is requested to reduce the "The professional liability coverage shall be for a sum of not less than [from 3% (three per cent) to 1% (one percent)] of the Contract Price and shall be maintained until the end of the Defects Liability Period.	No Change
11	Schedule C - Project Facilities – S.No. 17 Minimum 02 (Two) Nos. of Rainwater harvesting units per Km. length of the project stretch shall be provided as part of the scope of the project. Locations shall be finalized by the Authority Engineer, in consultation with the Authority. a) The locations and design of stretch (i.e.) diameter/length of recharge shaft etc. shall be based on the rain fall intensity and geo-technical strata. The guidelines and norms issued by the Central Ground Board may also be adopted while finalizing the location and design of rainwater harvesting units.	No provision of "weightage in percentage to the Contract Price" against Rainwater Harvesting has been made in Schedule-H. Please clarify regarding provision of payment against this Project Facility.	Refer revised Schedule – H.
12	Clause no. 9.4 of DCA The Authority shall assist the Contractor in obtaining the Applicable Permits for felling of trees in non-forest area to be identified by the Authority for this purpose if, and only if, the trees cause a Material Adverse Effect on the construction or maintenance of the Project Highway. The Contractor	(a) It is stated in the Clause No-9.4 that "The cost of such felling shall be borne by the Authority" Please state the procedure for such felling of Charges by the Authority against felling of trees?	Clause 9.4 is self-explanatory.

**Construction of bypass to Mozari town on NH-53 (Old NH-6) Taluka-Tiwasa, Dist. Amravati (Existing km. 118.700 to km. 124.400)
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	shall fell these trees as per the Permits obtained. The cost of such felling shall be borne by the Authority and in the event of any delay in felling thereof for reasons beyond the control of the Contractor, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. The Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.	(b) It is stated that "The Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate."	
13	Schedule C - Project Facilities - S.No. 9 The traffic sign includes road signs, overhead signs & kerb mounted signs along the entire project in accordance with section 9 of the manual IRC SP 84-2019"	Please clarify that whether the EPC Contractor has to transport the felled trees wherever the Authority wants to and what is the procedure for the payment against this transportation of felled trees and what about the procurement of Transport Passes which needs to be issued by the Forest Department?	Pavement Markings Shall be Provided as per Section 9 of IRC:SP-84-2019, IRC-35 and Article 803 of MoRT&H Specifications for Roads and Bridge Works (Fifth Revision).
14	Clause no. 5.5 of Schedule-B Minimum Pavement Composition for New Pavement	It is requested to clarify regarding - (a) Percentage of Cement to be used in concrete (b) Percentage of Cement to be used in bituminous concrete (c) Percentage of Cement to be used in lean concrete (d) Percentage of Cement to be used in concrete for CTB and CTB.	Being the project on Engineering, Procurement and Construction (EPC) mode, the Contractor shall be required to carry out detailed engineering as per the provisions of the RFP.

ADMIN/IT/F&E
28.11.2022 10:11

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15	Clause no. 5.5 of Schedule-B	Minimum Pavement Composition for New Pavement	b) Please Clarify that as stated under Clause 403.2.6 under heading of "Quantity of Cement in Cement/Fly Ash Treated Sub-base/Base, whether the combination of mixture of cement and Fly Ash is allowed in CTSB and CTB. As per IRC:37-2012, Plate No-11 (for CBR10%) on Page-31, even in this Plate also for 100 msa Traffic the thickness of CTB is stated as 100 mm. Taking into consideration the thicknesses Please that on which basis the minimum thickness of CTB as 220 mm, for 60msa traffic has been made mandatory to be provided to the EPC Contractor in the Schedule-B?	Being the project on Engineering, Procurement and Construction (EPC) mode, the Contractor shall be required to carry out detailed engineering as per the provisions of the RFP.
16	Clause no. 5.5 of Schedule-B	Minimum Pavement Composition for New Pavement		Refer uploaded documents for Corrigendum.
17	NIT vide No.NHA/Tech/MH/Mozari Bypass/2021-22 Dated 09.12.2021	Estimated Cost put to RFP of the Project Highway	It is requested to kindly upload the Technical, Administrative and Financial Sanction Order i.e. TAFS Order along with its Technical Note duly issued by MoRT&H before flashing of NIT for this Project Highway?	Bidders are required to quote the BID Price after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, their own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

Signature valid

AMRIN AJIT PATEL

28.11.2022 15:16





Schedule-H

(See Clauses 10.1.4 and 19.3)

Contract Price Weightages*

- 1.1 The Contract Price for this Agreement is Rs ()
 1.2 Proportions of the Contract Price for different stages of Construction of the Project Highway shall be as specified below:

Sr. No.	Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage to Particular item (col.2)
1	2	3	4	5
1	Road Work	70.32%	1) Earthwork up to top of the sub-grade	40.32%
			2) Granular Crack Relief Layer	7.81%
			3) Cement Treated base	7.82%
			4) Cement Treated sub-base	21.38%
			5) Bituminous work	22.68%
2	Structures - vehicular overpass	3.16%	(i) Foundation completion	34.97%
			(ii) Sub-structure completion	40.69%
			(iii) Super-structure completion	24.34%
3	Structures - Small Vehicular Underpass	1.00%	Small Vehicular Underpass	100.00%
4	New construction of box culvert	6.40%	New construction of box culvert	100.00%
5	Junction Improvement	0.94%	Junction Improvement	100.00%
6	Retaining Wall	3.31%	Retaining Wall	100.00%
7	Adjoining road @ Ch.5+100	0.41%	Adjoining road @ Ch.5+100	100.00%
8	High mast	0.19%	i) High mast (100%)	100.00%
9	Street Lights	0.27%	ii) Street light (100%)	100.00%
10	Road Furniture and Appurtenances	1.17%	i) Road apparatus (MBCB, kerb etc.)	36.01%
			ii) Retro reflective sign board & road marking.	63.99%
11	Drainage and Protective work	5.29%	i) Open Drain	8.07%
			ii) PCC Drain	38.29%
			iii) Utility Pipe Crossing	1.86%
			iv) Storm water drain for PUP @ Ch. 5+100	5.27%
			v) Brest Wall	46.52%
12	Boundary Wall	7.10%	Boundary Wall	100.00%





Sr. No.	Item	Weightage in percentage to the Contract Price	Stage for Payment	Percentage weightage to Particular item (col.2)
1	2	3	4	5
13	Other works – Miscellaneous including Electrical pole shifting	0.44%	Other works – Miscellaneous	100.00%

1.3 Procedure of estimating the value of work done.

Road works including approaches to VUP Sub ways, Entry Exit Ramps, Slip/Service Road.

Procedure for estimating the value of road work done shall be as follows.

Table 1.3.1

Sr. No.	Stage of Payment	Percentage weightage	Payment Procedure
1	Road works	70.32%	Unit of measurement is linear length in meter. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length.
	1) Earthwork up to top of the sub-grade (40.32%)		
	2) Granular Crack Relief Layer (7.81%)		
	3) Cement Treated base (7.82%)		
	4) Cement Treated sub-base (21.38%)		
	5) Bituminous work (22.68%)		
2	Structures - Vehicular Overpass	3.16%	Payment shall be made as per the weightage given in this table on the completion
	(i) Foundation completion (34.97%)		of each foundation
	(ii) Sub-structure completion (40.69%)		of each substructure
	(iii) Super-structure completion (24.34%)		of each superstructure
3	Structures - Small Vehicular Underpass	1.00%	Cost of completed SVUP shall be determined pro-rata basis with respect to the total no. of SVUP. The payment shall be made on the completion of SVUP.
4	New construction of box culvert	6.40%	Cost of completed culverts shall be determined pro-rata basis with respect to the total no. of culverts. The payment shall be made on the completion of each culvert.
5	Junction Improvement	0.94%	Unit of measurement is linear length in meter. Payment shall be made on pro-rata basis on completion of a stage in a length of not less than 10% (ten percent) of the total length.
6	Retaining Wall	3.31%	Unit of measurement is linear length in





Sr. No.	Stage of Payment	Percentage weightage	Payment Procedure
			meter. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length.
7	Adjoining road @ Ch.5+100	0.41%	Unit of measurement is linear length in meter. Payment of each stage shall be made on pro rata basis on completion of a stage in a length of not less than 10 (ten) percent of the total length.
8	High mast	0.19%	Payment shall be made on pro rata basis for completed facilities.
9	Street Lights	0.27%	
10	Road Furniture and Appurtenances	1.17%	Unit of measurement is linear length in meter. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10 % (ten per cent) of the total length.
	i) Road apparatus (MBCB, kerb etc.) (36.01%)		
	ii) Retro reflective sign board & road marking. (63.99%)		
11	Drainage and Protective work	5.29%	Unit of measurement is linear length in meter. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10 % (ten per cent) of the total length.
	i) Open Drain (8.07%)		
	ii) PCC Drain (38.29%)		Payments shall be made on completion of all Utility Pipe Crossing complete in all respects as specified.
	iii) Utility Pipe Crossing (1.86%)		
	iv) Storm water drain for PUP @ Ch. 5+100 (5.27%)		Unit of measurement is linear length in meter. Payment shall be made on pro rata basis on completion of a stage in a length of not less than 10 % (ten per cent) of the total length.
	v) Brest Wall (46.52%)		
12	Boundary Wall	7.10%	
13	Other works – Miscellaneous including Electrical pole shifting	0.44%	Unit of measurement is as per completed activities. Cost per activity shall be determined on pro-rata basis as per its weightage with reference to total cost of component.

a) For example, if the total length of bituminous work to be done is 100 km, the cost per km of bituminous work shall be determined as follows:

$$\text{Cost per km} = P \times \text{weightage for road work} \times \text{weightage for bituminous work} \times (1/L)$$

Where P = Contract Price

L = Total length in km

Similarly, the rates per km for stages (1), (2) and (4) above shall be worked out.



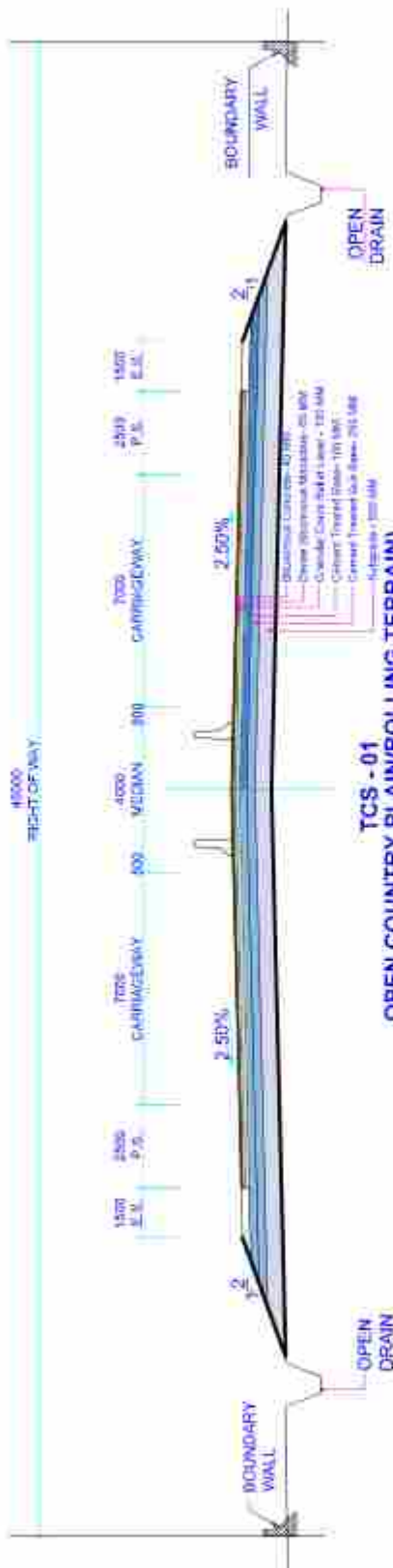


Procedure for payment for Maintenance

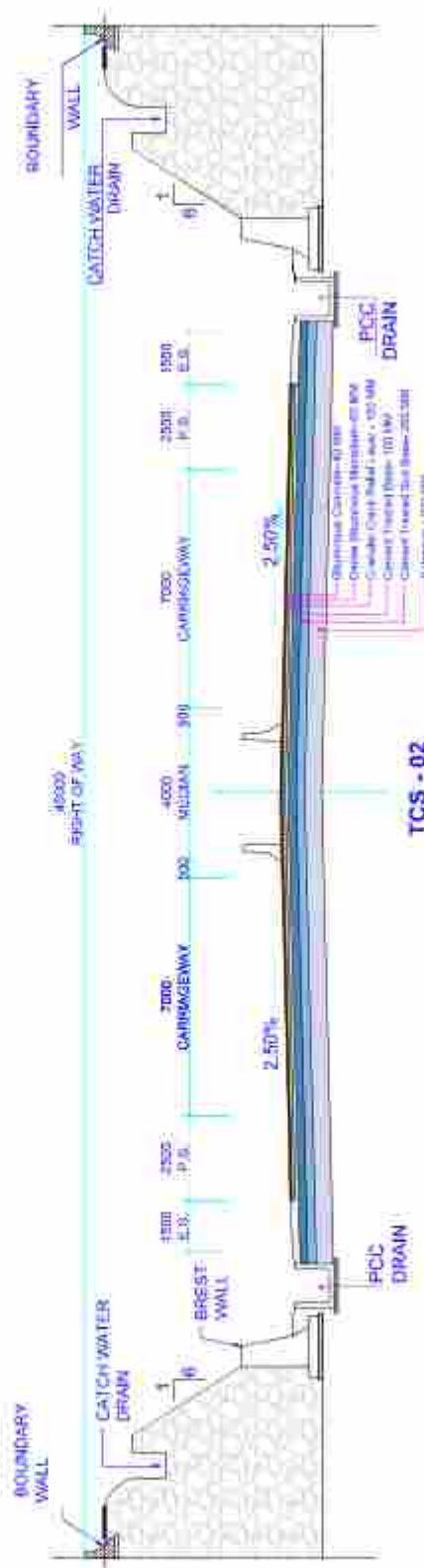
The cost for maintenance shall be as stated in Clause 14.1.1.

Payment for Maintenance shall be made in quarterly instalments in accordance with the provisions of Clause 19.7.





TCS - 01
OPEN COUNTRY PLAIN/ROLLING TERRAIN
TYPICAL CROSS SECTION FOR BYPASS DESIGN CH. - 0+000 TO 2+330 & 3+050 TO 6+100



TCS - 02
(CUTTING PORTION)
TYPICAL CROSS SECTION FOR BYPASS DESIGN CH. - 2+330 TO 3+050

Signature valid

<p>EURGE STUDIOS S.L. 4th Floor, Prabhu Bhawan, 2nd Stage, 1st Main Road, Bangalore Karnataka, India - 560025 Tel: +91 88600 41234 / 080 41234 5678 Email: eurge@eurgestudios.com</p>		<p>DATE: 01/08/2024 DESIGNED: [Signature] CHECKED: [Signature] APPROVED: [Signature]</p>		<p>SCALE: 1:100 PROJECT NO: E/S/2024/01 SHEET NO: 1 OF 1</p>		<p>REVISION DETAILS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>01/08/2024</td> <td>Initial Design</td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	1	01/08/2024	Initial Design	<p>APPROVED: [Signature] DATE: 01/08/2024</p>		<p>PROJECT: CONSTRUCTION OF BYPASS TO IMPROVE TRAFFIC FLOW IN THE AREA LOCATION: DIST. ANANTNAG, JAMMULI, DIST. ANANTNAG SCALE: 1:100 (FOR 1:1000)</p>		<p>CLIENT: NATIONAL HIGHWAY AUTHORITY OF INDIA P.O. NO. 10/2024 PROJECT NO. 10/2024 SHEET NO. 1 OF 1</p>		<p>TITLE: TYPICAL CROSS SECTION 01 AND 02</p>		<p>DATE: 01/08/2024 TIME: 10:00 AM</p>	
NO.	DATE	DESCRIPTION																					
1	01/08/2024	Initial Design																					

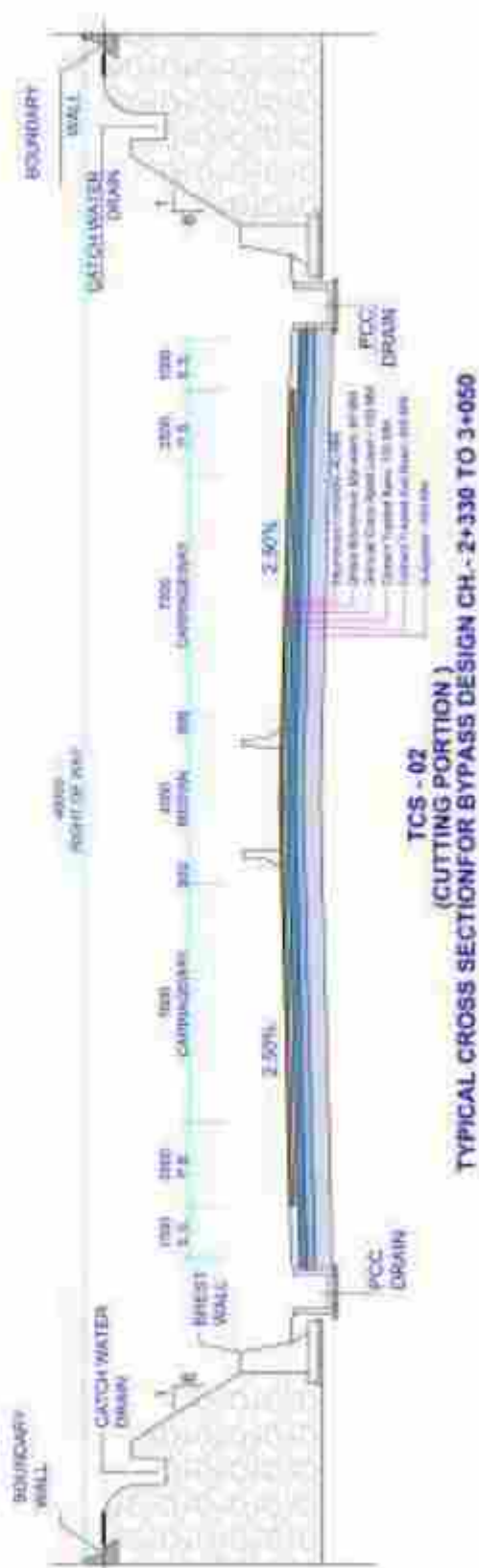


Appendix – B1

Typical cross sections for bypass

(Typical cross section schedule given below is indicated)







भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

प्लॉट-5 एन 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074106/25074200

फैक्स / Fax : 91-11-25080807 / 25083514

NHA/TIC/FlyAsh/2010-Part(1)/708
(efile no. - 54746)

Date: 16/11/2021

To,

All NHA


Sub: Supply of Fly Ash from Thermal power plants to NHA Projects. - reg.

Ref: Ministry of Power letter No. 9/7/2011-S.Th. (Vol. IV) dated 08.11.2021

Kindly find attached herewith the copies of Ministry of Power letter no. 9/7/2011-S.Th. (Vol. IV) dated 08.11.2021 along with letter of even no. dated 22.09.2021.

2. It has been clarified by Ministry of Power that the circular dated 22.09.2021 is applicable prospectively.
3. The Ministry of Power vide letter dated 08.11.2021 has further clarified that the Thermal Power Plants may continue to provide fly ash (including pond ash) for national asset creation projects (including NHA) under their existing commitments based on transportation rates arrived at on the basis of transparent competitive bidding/ state schedule of rates, whichever is lower as per Central Electricity Regulatory Commission (CERC) norms.
4. In view of Para-3 above, all concerned are hereby advised to take up the issue of timely supply of fly ash with respective Thermal Power Plants for existing NHA projects.
5. As regards the supply of fly-ash for all new commitments, the spirit of Ministry of Power's new guidelines dated 22.09.2021 needs to be incorporated in bids under invitation with the approval of Competent Authority.

Encl.- As Above


(Ajay Kumar Sabharwal)
GM(T)/SRDQ
16/11/2021

Signature valid

(AJAY KUMAR SABHARWAL)

29.01.2022 10:10





No. 9/7/2011-S.Th.(Vol. IV)
Government of India
Ministry of Power

'F' Wing, Nirman Bhawan, New Delhi,
dated 8th November, 2021

To,

1. CMDs/ MDs of Coal / Lignite based Thermal Power Plants (Central/ State/ Private)
2. Principal Secretary (Power/ Energy) of All States/ UTs
3. Chairperson, Central Electricity Authority

Sub: Supply of Fly Ash to the end users by the power plants to increase fly ash utilization - reg.

Sir,

I am directed to refer to this Ministry's letter of even number dated 22.09.2021 (copy enclosed) on the above mentioned subject. In this regard, it is clarified that Thermal Power Plants have been advised to provide fly ash to the end users for all **new commitments** in accordance with these guidelines, as already stated at para 2 of the said letter dated 22.09.2021. It is clarified that this circular applies prospectively. Thermal Power Plants may continue to provide fly ash (including pond ash) for national asset creation projects (including NHA) under their existing commitments based on transportation rates arrived at on the basis of transparent competitive bidding/ State Schedule of Rates, whichever is lower as per Central Electricity Regulatory Commission (CERC) norms. The guidelines of MoP letter dated 22.09.2021 are to be followed without fail for all new commitments.

Yours faithfully,

Enclosed: as stated.

(Anand Upadhyay)

Deputy Secretary to the Govt. of India
Tel: 23062439

Copy to:

- i. Secretary (MoEF&CC), Government of India
- ii. Secretary (MoRTH), Government of India
- iii. Secretary (MoHUA), Government of India
- iv. Secretary, CERC
- v. Secretaries of all SERCs/ JERCs

Copy for kind information to:

PS to MoP, PS to MoSP, PPS to Secretary (Power), All Joint Secretaries/ EA/ CE (Thermal), Directors/ DS, MoP

Signature valid

JANIN A/T PATEL

29.01.2022 10:10





No. 9/7/2011-S.Th.(Vol. IV)
Government of India
Ministry of Power

'F' Wing, Nirman Bhawan,
New Delhi, 22nd September, 2021

To,

1. CMDs/ MDs of coal / lignite based thermal power plants (Central/ State/ Private)
2. Principal Secretary (Power/ Energy) of All States/ UTs
3. Chairperson, Central Electricity Authority

Subject: Supply of Fly ash to the end users by the power plants to increase fly ash utilization

It is observed that the demand of Fly Ash has been increasing year on year basis contributing to increase in the Fly Ash utilization. Fly Ash is emerging as a valuable commodity. As the end users of Fly Ash like cement plants, brick kilns, road and construction agencies etc. are commercial ventures and all their input costs are accounted for, Fly Ash should invariably be auctioned through a transparent bidding process.

2. All Coal/lignite based power plants are hereby advised to provide fly ash to the end users for all new commitments for supply of fly ash based on the following guidelines:

2.1 The power plants shall provide the Fly Ash to end users through a transparent bidding process only.

2.2 If after bidding/ auction some quantity of Fly Ash still remains un-utilized, then only, as one of the options, it could be considered to be given free of cost on first come first served basis if the user agency is willing to bear transportation cost.

2.3 If ash remains unutilised even after the steps taken in Paras 2.1 and 2.2 above, TPP shall bear the cost of transportation of Fly Ash to be provided free to eligible projects.

2.4 The end users shall be obligated to source the fly ash from the nearest TPPs to reduce the cost of fly ash transportation. If the nearest TPP refuses to do so, the end user project shall approach Ministry of Power for appropriate directions.

2.5 The transportation cost wherever required to be borne as per provisions of MOEF&CC notification by the power plants, shall be discovered on competitive bidding basis only. Thermal Power Plants shall prepare a panel of transportation agencies every

Signature valid

JAMN AJIT PATEL

29.01.2022 10:10




year based on competitive bidding for transportation in slabs of 50km which may be used for the period. The TPPs shall call for bids well in advance so, that a transportation panel is in place as soon as the previous panel expires. There should not be gap between the expiry of one panel and the finalization of the fresh panel.

2.6 The fly ash will be offered to the end users on the competing demand basis, i.e. the end users who offer the highest price for fly ash and seek minimum support for transportation cost will be offered the same fly ash on priority. This will reduce the tariff of electricity and burden on the consumers.

2.7 The power plants may offer fly ash subject to their technical restrictions such as all precautions required for Dyke Stability and Safety etc. The power plants having lower ash utilizations shall make all out efforts to increase the fly ash utilization.

3. All concerned are requested to take necessary action in this regard.

4. This issues with the approval of the Hon'ble Minister of Power and NRE.


(Anand Upadhyay)
Deputy Secretary to the Govt. of India
Tel: 23082439

Copy to:

- i. Secretary (MOEF&CC), Government of India
- ii. Secretary (MoRTH), Government of India
- iii. Secretary (MoHUA), Government of India
- iv. Secretary, CERC
- v. Secretaries of all SERCs/ JERCS

Copy for kind information to:

PS to MOP, PS to MOSP, Sr. PPS to Secretary (Power), All Joint Secretaries/ EA/ CE (Thermal), Directors/DS, MOP

Signature valid

JANIN A/T PATEL

29.01.2022 10:10



Corrigendum - II

Sub: Construction of bypass to Mozari town on NH-53 (Old NH-6) Taluka-Tiwasa, Dist. Amravati (Existing km. 118.700 to km. 124.400) (Design km. 0.000 to km. 6.100) in the State of Maharashtra on EPC mode.

1. The Schedule of bidding process may be modified as per following details:

Last date of downloading of BID Document	31.01.2022
Bid Due Date	31.01.2022 up to 1100 Hrs.
Opening of Technical Bids	01.02.2022 at 1130 Hrs.

Signature valid

WAMH KUT PATE

29.01.2022 12:00



Corrigendum - III

Sub: Construction of bypass to Mozari town on NH-53 (Old NH-6) Taluka-Tiwasa, Dist. Amravati (Existing km. 118.700 to km. 124.400) (Design km. 0.000 to km. 6.100) in the State of Maharashtra on EPC mode.

1. The Schedule of bidding process may be modified as per following details:

Last date of downloading of BID Document	07.02.2022
Bid Due Date	07.02.2022 up to 1100 Hrs.
Opening of Technical Bids	08.02.2022 at 1130 Hrs.

Signature valid

JAIMIN AJIT PATEL

15.02.2022 14:24



Corrigendum - IV

Sub: Construction of bypass to Mozari town on NH-53 (Old NH-6) Taluka-Tiwasa, Dist. Amravati (Existing km. 118.700 to km. 124.400) (Design km. 0.000 to km. 6.100) in the State of Maharashtra on EPC mode

1. The provisions of RFP and DCA are being amended as per following details:

S. No.	Clause / Reference	Existing Clause	Revised Clause
1.	Table under Notice Inviting Bid of RFP	Completion Period: 18 months (540 days)	Completion Period: 12 months (365 days)
2.	Table under Clause 1.1.1 of RFP	No. of Years for Completion of Work: 18 months (540 days)	No. of Years for Completion of Work: 12 months (365 days)
3.	Clause 10.3 (i) of Draft EPC agreement	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 540 th (Five Hundred and Fortieth) 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.	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 365 th (Three Hundred and Sixty Fifth) 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.
4.	Annexure-VI Information required to evaluate the BID Capacity under clause 2.2.2.1	To calculate the value of "B" A table containing value of all the existing commitments and on-going works to be completed during the next ** is as follows:	To calculate the value of "B" A table containing value of all the existing commitments and on-going works to be completed during the next 01 year is as follows:

2. Refer uploaded document for revised Schedule J.

3. The Schedule of bidding process may be modified as per following details:

Last date of downloading of BID Document	15.02.2022 14:20	21.02.2022
Bid Due Date		21.02.2022 up to 1100 Hrs.
Opening of Technical Bids		22.02.2022 at 1130 Hrs.

Signature valid
JAIMIN AJIT PATEL

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 **128th (One Hundred Twenty Eighth) 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 **219th (Two Hundred and Nineteenth 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 and should have started construction of all bridges.

4. Project Milestone-III

- (i) Project Milestone-III shall occur on the date falling on the **310th (Three Hundred Tenth) 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.

Signature valid

JAIMIN AJIT PATEL

Construction of bypass to Mozari town on NH-53 (Old NH-6) Tal.  Tiwasa, Dist. Amravati (Existing km. 118.700 to km. 124.400) (Design km. 0.000 to km. 6.100) in the State of Maharashtra on EPC mode.

5. Scheduled Completion Date

- (i) The Scheduled Completion Date shall occur on the **365th (Three Hundred Sixty Fifth) 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.

Signature valid

JAIMIN AJIT PATEL

Construction of bypass to Mozari town on NH-53 (Old NH-6) Tal. Tiwasa, Dist. Amravati (Existing km. 118.700 to km. 124.400) (Design km. 0.000 to km. 6.100) in the State of Maharashtra on EPC mode.

Corrigendum – V

Sub: Construction of bypass to Mozari town on NH-53 (Old NH-6) Taluka-Tiwasa, Dist. Amravati (Existing km. 118.700 to km. 124.400) (Design km. 0.000 to km. 6.100) in the State of Maharashtra on EPC mode

S. No.	Clause No.	Existing Clause	Modified Clause
1	1 st para of Clause 2.1.14	The Bidder, including an individual or any of its Joint Venture member, should not be a non- performing party on the bid submission date. The Bidder, including any Joint Venture Member, shall be deemed to be a non-performing party, if it attracts any or more of the following conditions in any of its ongoing or completed project:	The Bidder, including an individual or any of its Joint Venture member, should neither be a non- performing party on the date of opening of tender nor on the date of issue of Letter of Acceptance (LoA) . The Bidder, including any Joint Venture Member, shall be deemed to be a nonperforming party, if it attracts any or more of the following conditions in any of its ongoing or completed project:
2	Last para of Clause 2.1.14	The Authority reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under this clause 2.1.14. The decision of the Authority in this case shall be final.	<p>The Authority reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under this clause 2.1.14. The decision of the Authority</p> <p>In case, any debarred/declared non-performer firm submits the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1.</p> <p>Debarment/ declaration as non-performer of a particular firm shall automatically extend to all its allied firms. In case of a joint venture/ consortium is debarred, all partners/ members shall stand debarred for the entire period.</p>

Signature valid

JAIMIN AJIT PATEL

15.02.2022 14:24

