राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
तीसरी मंजिल, पीटीआई बिल्डिंग, 4–संसद मार्ग, नई दिल्ली–110001

National Highways & Infrastructure Development Corporation Limited
Ministry of Road Transport & Highways, Govt. of India
3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 23461600, www.nhidcl.com

आज़ादी का अमृत महोत्सव

BUILDING INFRASTRUCTURE - BUILDING THE NATION
CIN: U45400DL2014GOI269062

(भारत सरकार का उद्यम) (A Government of India Enterprise)

NHIDCL/TRIPURA/AMTALI-LEMBUCHHERA(Agt-Bypass)/2022/975 Date:16.02.2023

Corrigendum No.- IV

To,

All Respective Bidders

Subject: Construction of four lane with paved shoulder Agartala bypass (Western side, length - 25.402 km) connecting NH-8 (near Amtali) to NH-108B (near Lembuchhera) in the State of Tripura on EPC basis- **Modification in tender documents.**

Tender ID: 2022_NHIDC_726302_1

Sir/Madam,

Please find herewith, Corrigendum-IV pertaining to the modification in tender details .The modified tender documents are as follow:

<table>
<tr><th>Sl.No</th><th>Tender Details</th><th>Existing Provision</th><th>Modified provision</th></tr>
<tr><td>1</td><td>DCA Cl. 26.1/Part V/139</td><td>Article 26</td><td>Deleted

Modified Article 26 is uploaded</td></tr>
<tr><td>3</td><td>Schedule</td><td>Annex-V
(Schedule-A)</td><td>Deleted

Modified Annex-V (Schedule-A) uploaded</td></tr>
<tr><td>4</td><td>Section 11 (2) of Schedule-B</td><td>W-Beam Crash Barrier (along High Embankment & Bridge approach)

W Beam barrier shall be provided in minimum length of 52936 m.
<table>
<tr><th rowspan="2">Sl. No</th><th colspan="2">Design Chainage (Km)</th><th rowspan="2">Placement</th></tr>
<tr><th>From</th><th>To</th></tr>
<tr><td>1</td><td>0</td><td>340</td><td>Both side on Median & Earthen Shoulder</td></tr>
<tr><td>2</td><td>340</td><td>1600</td><td>Both side on Median</td></tr>
<tr><td>3</td><td>1600</td><td>1800</td><td>Both side on Median & Earthen Shoulder</td></tr>
<tr><td>4</td><td>1800</td><td>2560</td><td>Both side on Median</td></tr>
<tr><td>5</td><td>2560</td><td>2860</td><td>Both side on Median & Earthen Shoulder</td></tr>
<tr><td>6</td><td>2860</td><td>3730</td><td>Both side on Median</td></tr>
<tr><td>7</td><td>3730</td><td>3820</td><td>Both side on Median & Earthen Shoulder</td></tr>
<tr><td>8</td><td>3820</td><td>3900</td><td>Both side on Median</td></tr>
<tr><td>9</td><td>3900</td><td>4600</td><td>Both side on Median</td></tr>
<tr><td>10</td><td>4600</td><td>4960</td><td>Both side on Median</td></tr>
<tr><td>11</td><td>4960</td><td>5100</td><td>Both side on Median</td></tr>
<tr><td>12</td><td>5100</td><td>5360</td><td>Both side on Median</td></tr>
</table></td><td>W-Beam Crash Barrier (along High Embankment & Bridge approach)

W Beam barrier shall be provided at least following location:
<table>
<tr><th rowspan="2">Sl. No</th><th colspan="2">Design Chainage (Km)</th><th rowspan="2">Placement</th></tr>
<tr><th>From</th><th>To</th></tr>
<tr><td>1</td><td>0</td><td>340</td><td>Both side on Median & Earthen Shoulder</td></tr>
<tr><td>2</td><td>340</td><td>1600</td><td>Both side on Median</td></tr>
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<tr><td>4</td><td>1800</td><td>2560</td><td>Both side on Median</td></tr>
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<tr><td>6</td><td>2860</td><td>3730</td><td>Both side on Median</td></tr>
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<tr><td>10</td><td>4600</td><td>4960</td><td>Both side on Median</td></tr>
<tr><td>11</td><td>4960</td><td>5100</td><td>Both side on Median</td></tr>
<tr><td>12</td><td>5100</td><td>5360</td><td>Both side on Median</td></tr>
<tr><td>13</td><td>5360</td><td>5980</td><td>Both side on Median</td></tr>
</table></td></tr>
</table>

13	5360	5980	Both side on Median
14	5980	6060	Both side on Median
15	6060	6600	Both side on Median
16	6600	6950	Both side on Median
17	6950	7025	Both side on Median
18	7025	7900	Both side on Median
19	7900	8685	Both side on Median
20	8685	9200	Both side on Median & Earthen Shoulder
21	11865	12120	Both side on Median
22	12120	12380	Both side on Median
23	12380	12840	Both side on Median & Earthen Shoulder
24	12840	13780	Both side on Median
25	13780	14700	Both side on Median & Earthen Shoulder
26	14700	15050	Both side on Median
27	15050	15550	Both side on Median & Earthen Shoulder
28	15550	15970	Both side on Median
29	15970	17000	Both side on Median
30	17000	17700	Both side on Median
31	17700	18000	Both side on Median
32	18000	18400	Both side on Median
33	18400	18700	Both side on Median
34	18700	19040	Both side on Median
35	19040	19370	Both side on Median
36	19370	19940	Both side on Median
37	19940	20240	Both side on Median
38	20240	21275	Both side on Median
39	21275	21350	Both side on Median & Earthen Shoulder
40	21350	21440	Both side on Median
41	21440	22020	Both side on Median
42	22020	22700	Both side on Median
43	22700	23050	Both side on Median & Earthen Shoulder
44	23050	23220	Both side on Median
45	23220	23800	Both side on Median & Earthen Shoulder
46	23800	24040	Both side on Median
47	24040	24160	Both side on Median & Right side Earthen Shoulder
48	24160	24380	Both side on Median
49	24380	24440	Both side on Median & Earthen Shoulder
50	24440	24550	Both side on Median
51	24550	24620	Both side on Median
52	24620	24680	Both side on Median & Earthen Shoulder
53	24680	24880	Both side on Median
54	24880	24940	Both side on Median & Earthen Shoulder
55	24940	25060	Both side on Median
56	25060	25220	Both side on Median & Earthen Shoulder
57	25220	25320	Both side on Median
58	25320	25402	Both side on Median & Earthen Shoulder

Note: The above length of W beam crash barrier is minimum & any increase in the length of crash barrier as per site requirements may not be considered as positive change of scope.

14	5980	6060	Both side on Median
15	6060	6600	Both side on Median
16	6600	6950	Both side on Median
17	6950	7025	Both side on Median
18	7025	7900	Both side on Median
19	7900	8685	Both side on Median
20	8685	9200	Both side on Median & Earthen Shoulder
21	11865	12120	Both side on Median
22	12120	12380	Both side on Median
23	12380	12840	Both side on Median & Earthen Shoulder
24	12840	13780	Both side on Median
25	13780	14700	Both side on Median & Earthen Shoulder
26	14700	15050	Both side on Median
27	15050	15550	Both side on Median & Earthen Shoulder
28	15550	15970	Both side on Median
29	15970	17000	Both side on Median
30	17000	17700	Both side on Median
31	17700	18000	Both side on Median
32	18000	18400	Both side on Median
33	18400	18700	Both side on Median
34	18700	19040	Both side on Median
35	19040	19370	Both side on Median
36	19370	19940	Both side on Median
37	19940	20240	Both side on Median
38	20240	21275	Both side on Median
39	21275	21350	Both side on Median & Earthen Shoulder
40	21350	21440	Both side on Median
41	21440	22020	Both side on Median
42	22020	22700	Both side on Median
43	22700	23050	Both side on Median & Earthen Shoulder
44	23050	23220	Both side on Median
45	23220	23800	Both side on Median & Earthen Shoulder
46	23800	24040	Both side on Median
47	24040	24160	Both side on Median & Right side Earthen Shoulder
48	24160	24380	Both side on Median
49	24380	24440	Both side on Median & Earthen Shoulder
50	24440	24550	Both side on Median
51	24550	24620	Both side on Median
52	24620	24680	Both side on Median & Earthen Shoulder
53	24680	24880	Both side on Median
54	24880	24940	Both side on Median & Earthen Shoulder
55	24940	25060	Both side on Median
56	25060	25220	Both side on Median & Earthen Shoulder
57	25220	25320	Both side on Median
58	25320	25402	Both side on Median & Earthen Shoulder

Note: The above length of W beam crash barrier is minimum & any increase in the length of crash barrier as per site requirements may not be considered as positive change of scope.

4	Section 11 (3) of Schedule-B	New Jersey Crash Barrier *New Jersey crash barrier shall be provided in minimum length of 2917 m.*	New Jersey Crash Barrier *New Jersey crash barrier shall be provided at least at following location:*
5	Section 11 (4) of Schedule-B	Cement Concrete Crash Barrier *Cement Concrete crash barrier shall be provided in minimum length of 51261 m.*	Cement Concrete Crash Barrier *Cement Concrete crash barrier shall provided at least at following location:*

New Jersey Crash Barrier

Sl. No	Design Chainage (Km)		TCS Type
	From	To	
1	9200	11310	TCS 7
2	11310	11650	TCS 6
3	11650	11865	TCS 5
4	24550	24620	TCS 13
5	24620	24680	TCS 14
6	24880	24940	TCS 14
7	25060	25220	TCS 14
8	25320	25402	TCS 14

New Jersey Crash Barrier

Sl. No	Design Chainage (Km)		TCS Type
	From	To	
1	9200	11310	TCS 7
2	11310	11650	TCS 6
3	11650	11865	TCS 5
4	24550	24620	TCS 13
5	24620	24680	TCS 14
6	24880	24940	TCS 14
7	25060	25220	TCS 14
8	25320	25402	TCS 14

Note: The above length of New Jersey Crash Barrier is minimum & any increase in the length of crash barrier as per site requirements may not be considered as positive change of scope.

Cement Concrete Crash Barrier

Sl. No	Design Chainage (Km)		TCS Type
	From	To	
1	340	1600	TCS 2
2	1800	2560	TCS 2
3	2860	3730	TCS 2
4	3820	3900	TCS 2
5	3900	4600	TCS 3
6	4600	4960	TCS 2
7	4960	5100	TCS 8
8	5100	5360	TCS 2
9	5360	5980	TCS 9
10	5980	6060	TCS 10
11	6060	6600	TCS 11
12	6600	6950	TCS 9
13	6950	7025	TCS 8
14	7025	7900	TCS 2
15	7900	8685	TCS 3
16	9200	11310	TCS 7
17	11310	11650	TCS 6
18	11650	11865	TCS 5
19	11865	12120	TCS 2
20	12120	12380	TCS 2
21	12840	13780	TCS 2
22	14700	15050	TCS 2
23	15550	15970	TCS 2
24	15970	17000	TCS 9
25	17000	17700	TCS 2
26	17700	18000	TCS 3
27	18000	18400	TCS 4
28	18400	18700	TCS 3
29	18700	19040	TCS 2
30	19040	19370	TCS 3
31	19370	19940	TCS 4
32	19940	20240	TCS 3
33	20240	21275	TCS 2
34	21350	21440	TCS 2
35	21440	22020	TCS 3

Cement Concrete Crash Barrier

Sl. No	Design Chainage (Km)		TCS Type
	From	To	
1	340	1600	TCS 2
2	1800	2560	TCS 2
3	2860	3730	TCS 2
4	3820	3900	TCS 2
5	3900	4600	TCS 3
6	4600	4960	TCS 2
7	4960	5100	TCS 8
8	5100	5360	TCS 2
9	5360	5980	TCS 9
10	5980	6060	TCS 10
11	6060	6600	TCS 11
12	6600	6950	TCS 9
13	6950	7025	TCS 8
14	7025	7900	TCS 2
15	7900	8685	TCS 3
16	9200	11310	TCS 7
17	11310	11650	TCS 6
18	11650	11865	TCS 5
19	11865	12120	TCS 2
20	12120	12380	TCS 2
21	12840	13780	TCS 2
22	14700	15050	TCS 2
23	15550	15970	TCS 2
24	15970	17000	TCS 9
25	17000	17700	TCS 2
26	17700	18000	TCS 3
27	18000	18400	TCS 4
28	18400	18700	TCS 3
29	18700	19040	TCS 2
30	19040	19370	TCS 3
31	19370	19940	TCS 4
32	19940	20240	TCS 3
33	20240	21275	TCS 2
34	21350	21440	TCS 2
35	21440	22020	TCS 3

			36	22020	22700	TCS 2
			37	23050	23220	TCS 2
			38	23800	24040	TCS 2
			39	24040	24160	TCS 15
			40	24160	24380	TCS 2
			41	24680	24880	TCS 16
			42	24940	25060	TCS 16
			43	25220	25320	TCS 16
			36	22020	22700	TCS 2
			37	23050	23220	TCS 2
			38	23800	24040	TCS 2
			39	24040	24160	TCS 15
			40	24160	24380	TCS 2
			41	24680	24880	TCS 16
			42	24940	25060	TCS 16
			43	25220	25320	TCS 16
			Note: The above length of Cement Concrete Crash Barrier is minimum & any increase in the length of crash barrier as per site requirements may not be considered as positive change of scope.			
6	As per RFP (Table of contents)	*Schedule- S (Procedure for Dispute Resolution Board)* *Schedule- T (Safety and Health Manual Policy and procedure)*	*Deleted*			
7	Section 5 (iii) (a) (ii) (a) of Schedule-B	*Design pavement for new pavement or for widening and strengthening of the existing pavement shall be designed for a **minimum design period of 15 years**. Stage construction shall not be permitted.*	*Design pavement for new pavement or for widening and strengthening of the existing pavement shall be designed for a minimum **design period of 20 years.** Stage construction shall not be permitted.*			

(Prabodh Kumar Sharma)
General Manager (T)

Article 26

Dispute Resolution

26.1 Dispute Resolution

(i) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 26.2.

(ii) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

26.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Authority's Engineer, or such other person as the Parties may mutually agree upon (the "**Conciliator**") to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Conciliator or without the intervention of the Conciliator, either Party may require such Dispute to be referred to the Chairman of the Authority and the Chairman of the Board of Directors of the Contractor for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 30 (thirty) business day period or the Dispute is not amicably settled within 30 (thirty) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 26.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 26.3 but before resorting to such arbitration, the parties agree to explore conciliation by the Conciliation Committees of Independent Experts set up by the Authority in accordance with the procedure decided by the panel of such experts and notified by the Authority on its website including its subsequent amendments. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration Act. In case of failure of the conciliation process even at the level of the Conciliation Committee, either party may refer the Dispute to arbitration in accordance with the provisions of Clause 26.3.

26.3 Arbitration

(i) Any dispute which remains unresolved between the parties through the mechanisms available/ prescribed in the Agreement, irrespective of any claim value, which has not

been agreed upon/ reached settlement by the parties, will be referred to the Arbitral Tribunal as per the Arbitration and Conciliation Act.

(ii) Deleted

(iii) The Arbitral Tribunal shall make a reasoned award (the "Award"). Any Award madein any arbitration held pursuant to this Article 26 shall be final and binding on the Parties as from the date it is made, and the Contractor and the Authority agree and undertake to carry out such Award without delay.

(iv) The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.

(v) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. Further, the parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

(vi) In the event the Party against whom the Award has been granted challenges the Award for any reason in a court of law, it shall make an interim payment to the other Party for an amount equal to 75% (seventy five per cent) of the Award, pending final settlement of the Dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to 120 % (one hundred and twenty per cent) of the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of 10% (ten per cent) per annum from the date of interim payment to thedate of final settlement of such balance.

26.4 Adjudication by Regulatory Authority, Tribunal or Commission

In the event of constitution of a statutory regulatory authority, tribunal or commission, as the case may be, with powers to adjudicate upon disputes between the Contractor and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 26.3, be adjudicated upon by such regulatory authority, tribunal or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

Annex - V

(Schedule-A)

Electrical Utilities

(i) ELECTRICAL UTILITIES

The site includes the following electrical utilities: -

(a) Extra High Tension Lines (EHT lines)*

Sr. No	Chainage(km)	Length along NH (in Km)				ROW Crossings (in km)			
		400KV	220KV	132KV	66KV	400KV	220KV	132KV	66KV
1	2+500								0.5
2	2+960								0.6
3	5+680							0.8	
4	6+260							0.3	
5	8+440							0.5	
6	8+980							0.5	
7	10+260							0.5	
8	11+340							0.5	

(a) High Tension/Low Tension Lines (HT/LT lines)*

Sr. No	Chainage (km)		Length (in Km)				Crossings (no's)				Transformer	
	From (km)	To(km)	33 KV	22KV	11KV	LT	33 KV	22KV	11 KV	LT	No	Capacity
1	10+850	12+100			2.70	0.650					1	63 KVA
2	9+200	10+850			2.250	2.250			12	12	9	500 kvA,200KvA 100 KvA, 63 KvA
3	Lembucherra				0.08	0.20					2	100 & 63 KvA
4	Lembucherra					0.16						

Sr. No	Chainage (km)		Length (in Km)				Crossings (no's)				Transformer	
	From (km)	To(km)	33 KV	22KV	11KV	LT	33 KV	22KV	11 KV	LT	No	Capacity
	Aganwadi											
5	Ambagam					0.08						
6	Bamutia Petrol pump					0.16						
7	Durgabari Tea Garden					0.16						
8	13+200	20+600			12.94 (Over head)	8 m				30	1	100 KV
	Uttarram Nagar				0.5 (Underground)							
	Bhagalpur				9 m					20		
	Alagnagar											
	Narogram											

Sr. No.	Chainage (km)		Type of Circuit (TC/DC /SC)	Poles		Conductor		Cable		Crossing		Transformer	
	From	To		Type	No.	No/length	Size	No/length	Size	U/G	Over head	Capacity	No
1	10+850	12+100		ST	13	1.20 km	3.35mm	1.5 km	300 mm^2				
2	9+200	10+850		ST	96	2.25 km	3.35mm						
					80								

(ii) Public Health Utilities (Water/Sewage pipe lines)*

(a) The site includes the following public health utilities: -

Sr. No.	Chainage(km)		Type of Lines (Pressure/Under Gravity)	Pipe			Sluice Valve	Crossings	
	From	**To**		Type	Unit	Size	Nos.	Nos	length
1	**9+000**	12+100							
			Pressure	DI	1500 m	250 mm dia			
			Gravity	DI	1500 m	150 mm dia			
			Gravity	DI	1500 m	200 mm dia			
			Gravity	DI	1500 m	100 mm dia			
			DTW (Normal Rig)		1 no.				
			Semi-permanent pump house		1 no.				
2	16+500	24+450							
			Pressure	DI	800 m	150 mm			
			Pressure	DI	400 m	100 mm			
			Pressure	DI	100 m	40 mm			
			Pressure	DI	100 m	90 mm			
			Pressure	DI	140 m	110 mm			
			Pressure	DI	60 m	140 mm			

(iii) DWS (Water/Sewage pipe lines)* :-

Sr. No.	Chainage(km)		Type of Lines (Pressure/Under Gravity)	Pipe			Sluice Valve	Crossings	
	From	**To**	150 mm dia DT = 300m	Type	Unit	Size	Nos.	Nos	length
1	0+00	7+00 (near Amtali)	Gravity	DI	300 m	150 mm dia	2		
2	0+00	7+00 (near Bagabaui)	Gravity	UPVC	100 m	140 mm dia			
3	0+00	7+00 (Near Madahabpur)	Gravity	UPVC	100 m	110 mm dia			

(iv) Irrigation Dep. (Water Resource Dept.):

Sr no.	Chain age		Type of Lines (Pressure/ Under Gravity)	Pipe			Sluice Valve	Hydrant Point	Moto Set	Pump House
	From	To		Type	Units	Size	Nos.	Nos	Nos	
1	0+00	25.403	Pressure	UPVC	140 m	315 mm dia		24	3	9.25 x 4.00
2			Pressure		170 m	250 mm dia				
3			Pressure		310 m	200 mm dia	6			
4			Pressure		2770 m	160 mm dia				
5			Pressure		2824 m	140 mm dia				
6			Pressure		2146 m	110 mm dia				
7			Pressure		1120 m	90 mm dia				
8			Pressure	GI	109.8 m	150 mm dia				
9			Pressure		103.7 m	125 mm dia				
10			DTW		7 nos					
11			Pump house		1 no.					