

CORRIGENDUM-III

NHIDCL/NH-07/Slopeprotection/Uttarakhand/PKG-II/2023 Date:12.02.2024

To,

All Respective Bidders

Subject: RFP for Construction for Mitigation Measures of 05 Nos. Landslides, 05 Nos. Sinking Zones from Ch. 433.00 to Ch. 450.00 (17 Km. length) on NH-07 on EPC mode in the State of Uttarakhand (Package-II)"-**Corrigendum-III**-Reg

Sir,

Following amendments are being carried out

S. No	Clause Reference	Existing Provision	Modified Provision
1	RFP Clause 2.2.2.2(ii): For normal Highway projects (including Major Bridges/ROB/Flyovers/Tunnels):	<p>Provided that at least one similar work of 20% of Estimated Project Cost [Rs. 38.62 Cr.] 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. Eligible projects shall include the following:</p> <p>(a) Widening/ reconstruction/up-gradation works on NH/SH/Expressway or on any category of road taken up under CRF, ISC/EI, SARDP, LWE (b) Widening/reconstruction/up-gradation on MDRs with loan assistance from multilateral agencies or on BOT basis. (c) Widening/reconstruction/up-gradation work of roads in Municipal Corporation limits, construction of Bypasses (d) Construction of stand-alone bridges, ROB, tunnels (e) Construction/reconstruction of linear projects like airport runways, railways (construction/re-construction of railway tracks, yards for keeping containers etc) metro rail and ports (including construction/re-construction of Jetties)</p>	<p>Provided that at least one similar work of 20% of Estimated Project Cost [Rs. 38.62 Cr.] 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. The similar work must include the following items in Indian conditions:</p> <p>a. Installation of Self Drilling Hollow Soil/Rock Anchors in hilly/mountainous terrain. b. Supply & fixing of High Tensile Rolled Cable Net</p>

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			<p>or High Strength Steel wire mesh /Synthetic Geomat in hilly/mountainous terrain.</p> <p>c. Installation of galvanized soil nails, galvanized steel mesh and ground anchors.</p> <p>d. Application of 100 mm thick shotcrete in hilly/mountainous terrain</p> <p>e. Supply and fixing of double twisted mesh in hilly/mountainous terrain</p> <p>f. Installation of High Tensile Rope Net System, High tensile steel wire mesh and Hydraulically applied erosion control products</p>
2	<p>RFP Clause 2.2.2.2 (iii) (c&d): Slope Protection and Landslide Mitigation projects:</p>	<p>"For any proprietary products (patented/monopolistic etc.) such as reinforced soil Wall/slope, Retaining Wall, Expansion Joints, Bridge Bearing, Pre-stressing Systems, Commercial Stabilizer, Geosynthetics Products etc.; EPC Contractor/Concessionaire shall ensure signing of tripartite agreement between the Authority, EPC Contractor/Concessionaire and Technology Provider before use of such material/technology/design in NH Projects. The tripartite agreement shall have the provision of involvement of the Technology Provider right from design to execution. Technology Provider shall deploy the requisite design experts/material technologist/skilled and trained construction supervision personnel to certify material testing and material characterization for design, proof check of the design, approve construction methodology including field trial sections before actual construction, quality control and supervision and certification of the day-to-day construction /execution.</p> <p>(d) Since the work of slope stabilization, slope protection and Landslide Mitigation are specialized in nature, if the bidder fails to meet any of the criteria (sought above in.....) in a single project of completed value of work cumulatively equal to or more than 20% of the Estimated Project Cost, bidder shall enter into signing of Pre-Bid Memorandum of Understanding (MoU) with a Specialized System Provider (SSP) for technical expertise including design, drawings, on-site technical assistance and other requisite services prior to bid submission date and submit the MoU along with their bid (This is one of the Essential Criteria Document of the Bidder and for technical evaluation of the bid, in case of the bidder opting for the MoU and the MoU shall form a part of the bid). If the work is awarded to such bidder, the said bidder cannot suspend the MoU with the SSP without written</p>	<p>For any proprietary products (patented/monopolistic etc.) such as reinforced soil Wall/slope, Retaining Wall, Expansion Joints, Bridge Bearing, Pre-stressing Systems, Commercial Stabilizer, Geosynthetics Products etc.; EPC Contractor/Concessionaire shall ensure signing of tripartite agreement between the Authority, EPC Contractor/Concessionaire and Technology Provider before use of such material/technology/design in NH Projects. The tripartite agreement shall have the provision of involvement of the Technology Provider right from design to execution. Technology Provider shall deploy the requisite design experts/material technologist/skilled and trained construction supervision personnel to certify material testing and</p>

	<p>permission of the Authority during the pendency of the EPC Contract.</p> <p>The SSP shall have completed at least one landslide rehabilitation or slope protection project in India having minimum 80 m height in which galvanized soil nails, galvanized steel mesh and ground anchors must have been used and the scope of SSP includes design, supply of specialized materials and technical assistance in the last 5 (Five) financial years preceding the Bid Due Date for roads/Railway/Metro rail/hydroelectric projects etc. In such case, the experience certificates of the SSP certified by a Government Engineer not below the rank of Executive Engineer shall be submitted along with the bid for evaluation purpose. Such SSP shall be an organization established under Indian Company's Act and must be existing in India for minimum 10 years having a minimum net worth of INR 80 Crores by end of the financial year preceding the Bid Due Date. Certificate of incorporation along with net worth certificate certified from a Chartered Accountant shall be submitted as documentary proof. Such SSP shall also be ISO 9001 certified for the last 10 years and shall possess ISO 45001 and ISO 14001 certification.</p>	<p>material characterization for design, proof check of the design, approve construction methodology including field trial sections before actual construction, quality control and supervision and certification of the day-to-day construction /execution.</p> <p>The Technology Provider and the EPC Contractor shall be jointly and severally liable for the technology provided.</p> <p>C1. The work of slope stabilization, slope protection and Landslide Mitigation are specialized in nature, if the bidder fails to meet the criteria (sought above in clause 2.2.2.2 (ii)) in a similar project of completed value of work equal to or more than 20% of the Estimated Project Cost i.e., Rs. 38.62 Crore (Rupees Thirty Eight Crore Sixty Two lakh Only), bidder shall enter into signing of Pre-Bid Memorandum of Understanding (MoU) with a Specialized System Provider (SSP) for technical expertise including design, drawings, on-site technical assistance and other requisite services prior to bid submission date and submit the MoU along with their bid (This is one of the Essential Criteria Document of the Bidder and for technical evaluation of the bid, in case of the bidder opting for the MoU and the MoU shall form a part of the bid, if not submitted, the bid will stand rejected). If the work is awarded to such bidder, the said bidder cannot suspend the MoU with the SSP without written permission</p>
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			<p>of the Authority during the pendency of the EPC Contract. The SSP and the EPC Contractor shall be jointly and severally liable for execution of the contract.</p> <p>The SSP shall have successfully completed at least one landslide rehabilitation or slope protection project in India having minimum 74 m height in which galvanized soil nails, galvanized steel mesh and ground anchors must have been used and the scope of SSP includes design, supply of specialized materials and technical assistance in the last 5 (Five) financial years preceding the Bid Due Date for roads/Railway/Metro rail/hydroelectric projects etc. In such case, the experience certificates of the SSP certified by a Government Engineer not below the rank of Executive Engineer shall be submitted along with the bid for evaluation purpose. Such SSP shall be an organization established under Indian Company's Act and must be existing in India for minimum 10 years having a minimum net worth of 5% of Estimated cost put to tender of Rs. 193.10 Crore i.e. Rs. 9.65 Crore by end of the financial year preceding the Bid Due Date. Certificate of incorporation along with net worth certificate certified from a Chartered Accountant shall be submitted as documentary proof with UDIN. Such SSP shall also be ISO 9001 certified and shall possess ISO 45001 and ISO 14001 certification which shall be</p>
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			submitted along with the bid.
3	RFP clause 2.2.2.6 (i)(a): Experience on Eligible Projects in respect of each category	It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity.	Slope Stabilization/ landslide mitigation & sinking zone mitigation work should have been undertaken as an Item Rate, EPC & PPP project on BOT, BOLT, BOO, BOOT or other similar basis as a lead partner, JV or as a subcontractor approved by the Authority/Public entity for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;
4	DCA Article 1.1: Definitions	"Contractor" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;	"Contractor" including the technology provider and the Specialized System Provider shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;
5	DCA 1.5 (i): Joint and several liability	If the Contractor has formed a Joint Venture of two persons for implementing the Project:	If the Contractor has formed a Joint Venture of two persons for implementing the Project or Signed an agreement with the technology provider or entered an MoU with the Specialized System Provider:
6	DCA 1.5 (ii): Joint and several liability	Without prejudice to the joint and several liability of all the members of the Joint Venture, the Lead Member shall represent all the members of the Joint Venture and shall always be liable and responsible for discharging the functions and obligations of the Contractor. The Contractor shall ensure that each member of the Joint Venture shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or	Without prejudice to the joint and several liability of all the members of the Joint Venture, Technology provider or Specialized System Provider , the Lead Member shall represent all the members of the Joint

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		communication of the Lead Member. The Authority shall release the payments only in the name of JV.	Venture and shall always be liable and responsible for discharging the functions and obligations of the Contractor. The Contractor shall ensure that each member of the Joint Venture, Technology provider or Specialized System Provider shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall release the payments only in the name of JV in case of Joint Venture or the lead member in case of Technology provider or the Specialized System Provider .
6	Article 4.2 of the DCA: Obligations relating to sub-contracts and any other agreements	The Contractor, whether Joint Venture or sole, shall not sub-contract any Works except the specialized work for which the Contractor has given information at the time of bidding. Provided, however, that in respect of the Works carried out directly by the Contractor, it may enter into contracts for the supply and installation of Materials, Plant, equipment, road furniture, safety devices and labour, as the case may be, for such Works. The Parties further agree that all obligations and liabilities under this Agreement for the entire project Highway shall at all times remain with the Contractor	The Contractor including the Technology provider and the specialized System provider , whether Joint Venture or sole, shall not sub-contract any Works except the specialized work for which the Contractor has given information at the time of bidding. Provided, however, that in respect of the Works carried out directly by the Contractor, it may enter into contracts for the supply and installation of Materials, Plant, equipment, road furniture, safety devices and labour, as the case may be, for such Works. The Parties further agree that all obligations and liabilities under this Agreement for the entire project Highway shall at all times remain with the Contractor
7	RFP clause 2.21.1: BID Security:	Within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety	Within 30 (thirty) days of receipt of Letter of

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		<p>Bond in the format at Appendix - X, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional guarantee e - Bank Guarantee or in case E-BG is not possible, BG from a Bank in the form set forth in Appendix-VII (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix - VII), Account Payee Demand Draft, Banker's Cheque or an irrevocable and unconditional e - Bank Guarantee from a Bank in the same form given at Appendix-VI! towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:</p>	<p>Acceptance, the selected Bidder shall furnish to the Authority in the form of Insurance Surety Bond in the format at Appendix - X, Account Payee Demand Draft, Banker's Cheque or irrevocable and unconditional guarantee e - Bank Guarantee or in case E-BG is not possible, BG from a Bank in the form set forth in Appendix-VII (the "Performance Security") for an amount equal to 3% (three percent) of its Bid Price. In case of bids mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Authority in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix - VII), Account Payee Demand Draft, Banker's Cheque or an irrevocable and unconditional e - Bank Guarantee from a Bank in the same form given at Appendix-VI! towards an Additional Performance Security (the "Additional Performance Security") for an amount calculated as under:</p>
<p>8</p>	<p>RFP clause 1.2.4: Brief description of Bidding Process</p>	<p>A Bidder is required to submit, along with its BID, a BID Security of Rs. 1.6285 Cr. (the "BID Security"), refundable not later than 150 (One hundred fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. BID Security shall be submitted in the form of Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee). The Insurance Surety Bond shall be verified from the specific portal created for this purpose. The e - Bank Guarantee shall be transmitted through SFMS Gateway to NHAI/MORTH /State PWD/ NHIDCL/BROs Bank. Details of designated bank account are as under:</p>	<p>A Bidder is required to submit, along with its BID, a BID Security of Rs. 1.6285 Cr. (the "BID Security"), refundable not later than 150 (One hundred fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and</p>

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			LOA. BID Security shall be submitted in the form of Insurance Surety Bond, Account Payee Demand Draft, Banker's Cheque or Electronic Bank Guarantee (e-Bank Guarantee) or in case E-BG is not possible, BG. The Insurance Surety Bond shall be verified from the specific portal created for this purpose. The e - Bank Guarantee shall be transmitted through SFMS Gateway to NHAI/MORTH /State PWD/ NHIDCL/BROs Bank. Details of designated bank account are as under:
9	Clause 1.2.3 of RFP: Brief description of Bidding Process	The complete Bidding Documents including the draft Agreement for the Project is enclosed for the Bidders. The Feasibility Report / Detailed Project Report prepared by the Authority/ consultants of the Authority (the "Feasibility Report/Detailed Project Report") is also enclosed. The Feasibility Report / Detailed Project Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report/Detailed Project Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report/Detailed Project Report. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents. However, Feasibility Report / Detailed Project Report prepared by the Authority/ consultants of the Authority (the "Feasibility Report/Detailed Project Report") is not required in case of maintenance works like PR/HIPR to be taken on EPC mode.	The complete Bidding Documents is enclosed for the Bidders. The documents are being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the documents shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the documents. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents. However, Feasibility Report / Detailed Project Report prepared by the Authority/ consultants of the Authority (the "Feasibility Report/Detailed Project Report") is not required in case of maintenance works like PR/HIPR to be taken on EPC mode.
10	RFP clause 2.2.1 A:	Works of carrying out mitigation measure for unstable slopes and	Works of carrying out


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	Eligibility and qualification requirements of Bidder	sinking areas for hill roads of not less than the magnitude given above. The mitigation means should include the items more than use of 7 items listed below.	mitigation measure for unstable slopes and sinking areas for hill roads of not less than the magnitude specified in clause RFP Clause 2.2.2.2(ii). The mitigation means should include the items more than use of 7 items listed below.																																																																																												
11	RFP clause 2.11.1(o): Documents comprising Technical and Financial BID	Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-IX shall be submitted by the Bidder with the RFP Bid duly signed by Authorized signatory & shall be part of the Contract Agreement	Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-XII shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Contract Agreement																																																																																												
12	Table in article no. 19.10: Price adjustment for the Works	<table border="1"> <thead> <tr> <th rowspan="3">Component</th> <th colspan="5">Item</th> </tr> <tr> <th colspan="4">Road Works</th> <th rowspan="2">Major Bridges and Structures</th> </tr> <tr> <th>Earthwork, Granular work, and Other works</th> <th>Bituminous work</th> <th>Cement Concrete Pavement</th> <th>Culverts, minor bridges and other structures</th> </tr> </thead> <tbody> <tr> <td>Labour (PL)</td> <td>[20%]</td> <td>[20%]</td> <td>[20%]</td> <td>[15%]</td> <td>[15%]</td> </tr> <tr> <td>Cement (PC)</td> <td>[5%]</td> <td>Nil</td> <td>[20%]</td> <td>[15%]</td> <td>[15%]</td> </tr> <tr> <td>Steel (PS)</td> <td>Nil</td> <td>Nil</td> <td>Nil</td> <td>[15%]</td> <td>[20%]</td> </tr> <tr> <td>Bitumen (PB)</td> <td>Nil</td> <td>[15%]</td> <td>Nil</td> <td>Nil</td> <td>Nil</td> </tr> <tr> <td>Fuel and lubricants (PF)</td> <td>[10%]</td> <td>[10%]</td> <td>[10%]</td> <td>[10%]</td> <td>[10%]</td> </tr> <tr> <td>Other Materials (PM)</td> <td>[50%]</td> <td>[40%]</td> <td>[35%]</td> <td>[30%]</td> <td>[25%]</td> </tr> <tr> <td>Plant, machinery and spares. (PA)</td> <td>[15%]</td> <td>[15%]</td> <td>[15%]</td> <td>[15%]</td> <td>[15%]</td> </tr> <tr> <td>Total</td> <td>100%</td> <td>100%</td> <td>100%</td> <td>100%</td> <td>100%</td> </tr> </tbody> </table>	Component	Item					Road Works				Major Bridges and Structures	Earthwork, Granular work, and Other works	Bituminous work	Cement Concrete Pavement	Culverts, minor bridges and other structures	Labour (PL)	[20%]	[20%]	[20%]	[15%]	[15%]	Cement (PC)	[5%]	Nil	[20%]	[15%]	[15%]	Steel (PS)	Nil	Nil	Nil	[15%]	[20%]	Bitumen (PB)	Nil	[15%]	Nil	Nil	Nil	Fuel and lubricants (PF)	[10%]	[10%]	[10%]	[10%]	[10%]	Other Materials (PM)	[50%]	[40%]	[35%]	[30%]	[25%]	Plant, machinery and spares. (PA)	[15%]	[15%]	[15%]	[15%]	[15%]	Total	100%	100%	100%	100%	100%	<table border="1"> <thead> <tr> <th rowspan="2">Component</th> <th colspan="2">Item</th> </tr> <tr> <th>Minor Bridge and Structure</th> <th>Mitigation Measure</th> </tr> </thead> <tbody> <tr> <td>Labour (PL)</td> <td>15.00%</td> <td>15.00%</td> </tr> <tr> <td>Cement (PC)</td> <td>5%</td> <td></td> </tr> <tr> <td>Steel (PS)</td> <td>50%</td> <td></td> </tr> <tr> <td>Bitumen (PB)</td> <td>-</td> <td></td> </tr> <tr> <td>Fuel and lubricants (PF)</td> <td>10.00%</td> <td>10.00%</td> </tr> <tr> <td>Other Materials (PM)</td> <td>5%</td> <td>60.00%</td> </tr> <tr> <td>Plant, machinery and spares. (PA)</td> <td>15.00%</td> <td>15.00%</td> </tr> <tr> <td>Total</td> <td>100.0%</td> <td>100.00%</td> </tr> </tbody> </table>	Component	Item		Minor Bridge and Structure	Mitigation Measure	Labour (PL)	15.00%	15.00%	Cement (PC)	5%		Steel (PS)	50%		Bitumen (PB)	-		Fuel and lubricants (PF)	10.00%	10.00%	Other Materials (PM)	5%	60.00%	Plant, machinery and spares. (PA)	15.00%	15.00%	Total	100.0%	100.00%
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13	Clause 1.1 of Schedule C: Specification and Standards	"Specifications for Road and Bridge Works (Latest Revision) Issued by Ministry of Road Transport & Highways" shall be adopted for works covered in these specifications. NH Specification as per IRC-SP-73-2018 and IRC-SP- 48-1998 and MoRTH circulars shall be used as per their applicability.	Specifications for Road and Bridge Works (Latest Revision) Issued by Ministry of Road Transport & Highways" shall be adopted for works covered in these specifications. NH Specification as per IRC-SP-73-2018 and IRC-SP-48-2023 and MoRTH circulars shall be used as per their applicability		
14	Schedule B	Uploaded with NIT dated 05.12.2023	Modified vide corrigendum-III		
15	Schedule H	Uploaded with NIT dated 05.12.2023	Modified vide corrigendum-III		

2. It is requested to follow the above-mentioned amendments with regard to the instant project.


(Vivekanand Jaiswal)
Consultant (Tech)