राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
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BUILDING INFRASTRUCTURE - BUILDING THE NATION
CIN: U45400DL2014GOI269062

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

NHIDCL/NH-07/Slope protection/Uttarakhand//PKG-I/2023 Date: 12.02.2024

Pre-Bid Query Reply

To,

All respective Bidders,

Name of work: "Construction for mitigation measures of 10 nos. of Landslides, 01 no. Sinking Zone and 01 no. minor bridge from Km 386.000 to Km 433.000 (65 km length) on NH-07 on EPC mode in the State of Uttarakhand, PKG-I."-**Pre-bid meeting Queries and reply-reg.**

Sir,

The reply from the NHIDCL in respect of queries received with reference to the pre-bid meeting held on 29.01.2024 is as under:

Sr. No.	Reference to Tender Document Clause Page No.	Reference to Tender Document	Query/Request/comments of the contractor	Reply
1	Clause 2.2.2.2 Technical Capacity Sub-Clause (iii) (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 permission of the Authority during the pendency of the EPC	Agreed	Please refer to Corrigendum-III

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		Contract.		
2	Clause 2.2.2.2 Technical Capacity Sub-Clause (iii) (d)	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.	The SSP shall have completed at least two or more landslide rehabilitation or slope protection project for roads/Railway/Metro rail/hydroelectric projects in India in which soil nails & high tensile steel wire mesh must have been used. 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. The experience certificates of the SSP shall be issued by a government organization or a Public Listed Company Such SSP shall be an organization established under Indian Company's Act and must be existing in India for minimum 5 years preceding the Bid Due Date. Such SSP shall also be ISO 9001 certified company.	Please refer to Corrigendum-III
3	RFP document, Clause no. 2.2.2.2 Technical Capacity (c) Slope protection and landslide Mitigation projects (Page no. 25 & 26):	"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	Please refer highlighted condition for SSP: - As these works are related to Slope stabilization and as already mentioned in Clause 2.2.1 about all the protection work so it is requested to kindly allow that SSP Contractor should have work experience of Slope protection work mentioned in Clause 2.2.1 and **kindly remove highlighted condition** as this condition is favoring only one or two companies.	Please refer to Corrigendum-III

		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. (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 permission of the Authority during the pendency of the EPC Contract.order as a proof of getting the work in the preceding 07 years. ***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	***Kindly amend descriptions as:*** ***"As per Clause 2.2.1, SSP Contractor should have Protection work experience as mentioned in Clause 2.2.1"*** ***"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.***	

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		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.***		
4	Please refer (Pkg-I) Schedules, Annex – I (Schedule-B), Clause no. 7, Mitigation Measures, Land Slide Zones, Sinking Zones & Landslide cum Sinking Zone, Page 17 & 18	As per the Design & Drawing approved by the Authority. The minimum mitigation measure to be carried out is shown in the drawing.	Request to inform variations acceptable as per site conditions in terms of area coverage etc.	Please refer modified schedule B (Corrigendum-III)
5	RFP document, Clause no 2.2. Eligibility and qualification requirements of Bidder, (Page -18) 2.2.1	Works of carrying out mitigation measure for unstable slopes and 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. 1. High Tensile Rope Net System 2. High tensile steel wire mess	Kindly refer letter no. **RO/UK/THDC/01, Signed on 11/10/2022** issued by The Chief Engineer office, Ministry of Road Transport and Highways, Regional Officer- Dehradun, Uttarakhand. (attached). It was decided by the authority that the similar work criteria should include only TWO items having major component in the estimate for which Bid is to be called.	As per RFP

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		3. Geocomposite mats 4.Hydraulically applied erosion control products 5. Sub-surface drainage pipes 6. Mechanically bonded Geotextile 7. Micropiling 8. Self-Drilling Anchors 9. Rapid slope consolidator 10. Multi stand pre-stressed cable anchors 11. Gabion structure 12. RCC, RR work in slope/ sinking zones The bidder shall submit the complete details of the work of the RFP of the contract executed	Hence, in view of the above-mentioned details we would like to request kindly list only two major component for the similar work / eligibility criteria.	
6	In Drawing -1, Landslide LOCATION-6 KM 411+380 TO KM 411+450 LOCATION-9 KM 429+070 TO KM 429+460	Rhomboidal shape (mesh opening 100 x 146) High Tensile Steel Wire Mesh, wire Ø 3 .4 mm, Mesh Tensile strength 100kN/m, mesh punching strength 160kN	In tender specification, rhomboidal shape meshes of opening 100 x 146 are mentioned which is not as per Codal guidelines As per IRC codal guidelines, Specification for single twist mesh. 1. Mesh Size: *The general mesh openings size is diamond in shape*	Being an EPC contract, contractor has to carry out investigation and prepare design and drawings after detailed study and survey at site. The work is to be carried out as per the scope in Schedule B according to the

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			with a regular mesh opening of 8.3 cm x 14.3 cm (83 mm x 143mm) made by a wire of 2mm, 3mm or 4mm diameter. It also suggested by IRC as per Clause no. 5.3.5 that, *Single twist mesh can have high deformations that can lead to the stripping of anchors and could cause global failure of the system. Also, in case of accidental breakage of single wire the entire mesh unravels exposing the threat of rockfall. Hence higher maintenance may be required in case of single twist mesh. In case of single twist mesh, on breakage of single wire, the whole mesh gets unravelled very easily and hence the use shall be restricted to very low hazard locations.* In view of the above, we would like to request kindly mention only tensile Strength 100 kN/m and punch strength 160kN of the mesh in item description with mesh opening 8x10 (80mm x 100mm) and wire dia ranging from min 2.7mm to 3mm as recommended by IRC HRB Special Report -23. please refer Clause 5.3.5, Page 95 Mesh Size:- The general mesh openings size used for the rockfall protection works are 8x10 (80mmx100mm) and 10x12 (100mm x 120mm) with the wire diameter of the mesh wire ranging from min 2.7mm to 3.0mm.	standards in schedule - D
7	Clause 2.2.2.2 Technical Capacity	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)	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,	Please refer to Corrigendum-III

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		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 permission of the Authority during the pendency of the EPC Contract. 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	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 permission of the Authority during the pendency of the EPC Contract. The SSP shall have completed at least two landslide rehabilitation or slope protection project for roads/Railway/Metro rail/hydroelectric projects in India in which soil nails & high tensile steel wire mesh must have been used. The experience certificates of the SSP shall be issued by a government organization or a Public Listed Company having minimum turnover of Rs.500 Crores. Such SSP shall be an organization established under Indian Company's Act and must be existing in India for minimum 5 years preceding the Bid Due Date. Such SSP shall also be ISO 9001 certified company.	

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		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.		
8	As per RFP Section 7, 5.1	As per RFP Section 7, 5.1 for the Data/Details for similar work (Technical Capacity) Bidder need to qualify for "For normal Highway projects (including Major Bridges/ROB/Flyovers/Tunnels)" having at least one similar work of 20% of Estimated Project Cost [Rs.32.57Cr.] shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5.	The proposed work to be carried out in all the three packages area specialized in nature and only Bidders with Rockfall Protection, Slope Stabilization Experience should be allowed to bid.	Please refer Corrigendum-III
9	As per RFP, Clause 2.2.2.2 (Technical Capacity) Sub clause (iii) For Stand-alone specialized projects & sub clause (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 permission of the Authority during the pendency of the EPC Contract. The SSP shall have completed at least one landslide rehabilitation or slope	The above-mentioned qualifications are restrictive and only one Specialized System Provider will qualify for this project. The prospective bidders will be compelled to sign an MoU with the that particular SSP which will doesn't provide a level playing ground for other SSP's. There is no mention of any requirement of galvanized soil nails & ground anchors in the entire bid documents of all three packages but it has been mentioned that the SSP should have experience of 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. This is contrary to the solutions proposed for installation.	Please refer to Corrigendum-III

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		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.	Also, the rationale for SSP's existence in India for 10 years and networth of INR 80 Crores are not clear. We kindly request you to reduce the SSP's existence in India to 5 years if necessary and remove the net worth clause. It is the principal contractor which will be responsible for executing the project and the net worth of the principal contractor should be sufficient enough. The principal contractor will be responsible for executing the project and if any it should be the principal contractor who should possess the ISO 9001 certificate. We request you to kindly delete the clause for the service provider.	
10	As per RFP Clause No. 2.2.2.2 (ii)	one similar work of 20% of estimated cost shall have been completed from the eligible projects and eligible projects as defined are: (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) Winding/reconstruction/up-gradation on	We would like to ask here that, as per the definition of above eligible projects the contractors who have executed any of the above-mentioned works are eligible for qualification or not since the invited bids are involving specialized nature of works i..e slope stabilization, landslide, mitigation, slope protection work.	Please refer corrigendum-III

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		MDRs with load 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, ROBs, Tunnels (e) Construction/reconstruction of linear projects like airport runways, railways (construction/reconstruction of railway tracks, yards for keeping containers etc) metro rail and ports (including construction/re-construction of Jetties)		
11	As per Clause No. 2.2.2.2 (iii) (c)	It is mentioned that, EPC Contractor/Concessionaries shall ensure signing of tripartite agreement between the Authority, EPC contractor/Concessionaire and Technology Providers before use of such material/technology/design in NH Projects.	We would like to ask here that said tripartite agreement is to be signed during the time of bidding by the contractor or after award of the work.	As per RFP
12	Please refer (Pkg-I) Schedules, Annex – I (Schedule-B), Clause no. 7, Mitigation Measures, Land Slide Zones, Sinking Zones & Landslide cum Sinking Zone, Page 17 & 18	Mitigation Measure: As per the Design & Drawing approved by the Authority. The minimum mitigation measure to be carried out is shown in the drawing.	1. We would request to inform the acceptable percentage of variations in terms of area coverage, nail lengths etc.	Please refer Corrigendum-III (Modified Schedule-B)
13	As per Drawing -1 LOCATION-1 KM 388+030 TO KM	Rhomboidal shape, high tensile steel rope cable net, mesh opening 400X400, wire ø 10.0mm mesh Tensile strength 182 (+/-15) kN/m mesh Punching load 383(+/-20) kN, Min. tear capacity of High resistance clip 11kN. In tender	The item descriptions of meshes may please be amended as given below :- "Rhomboidal shape, high tensile	Being an EPC contract, contractor has to carry out investigation and prepare design and drawings after

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	388+150 LOCATION-8 KM 413+490 TO KM 413+620 LOCATION-10 KM 432+160 TO KM 432+270	specification , rhomboidal shape meshes have been mentioned, there is a mention of tear capacity of high resistance clips of 11kN which is not in line to requirement as per IRC HRB special report 23. Please Refer IRC HRB Special Report - 23. (copy attached) Clause 5.3.1.2, Cable Panels with high strength clips, page 92 (Tensile Strength): When tested in accordance with the testing procedure explained in Clause 4.4.4 of Chapter 4, the common values of junction tearing/rupture strength for this type of panels will be 12kN - 15kN. Hence the value 11kN is invalid as its lower than the minimum value mention in IRC HRB SP 23 and shall be revised. Kindly also refer Table 5.1 "General Comparison of different types of cable panel system" , page no. 93, a comparison between Cable Panel with High Strength Knots and Cable Panel with High Strength Clips has been given, which clearly states that high strength net Cable Panel with High Strength Knots have better performance than cable panel with high strength clips. Considering the prevailing site criticalitties like poor geology/strata properties, seismicity, sleep slope, heavy rainfall, etc., high strength knots are highly recommended. Clause 5.3.1.1, Cable panel with high strength knots, page 92 : Junction Strength (copy attached) - When tested in accordance with the testing procedure explained in Clause 4.4.4 of Chapter 4, the common values of junction tearing/rupture strength for this type of panels ranges 20 kN- 24 kN.	steel rope cable net, mesh opening 400X400, wire ø 10.0mm mesh Tensile strength 182 (+/-15) kN/m mesh Punching load 383(+/-20) kN, with tear capacity of High resistance knot 20kN - 24kN .	detailed study and survey at site. The work is to be carried out as per the scope in Schedule B according to the standards in schedule -D
14	As per Drawing -1	Rhomboidal shape, high tensile steel rope cable net, mesh opening 300X300, wire ø 10.0mm mesh Tensile strength 220	The item descriptions of meshes	Being an EPC

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	LANDSLIDE LOCATION-3 KM 393+910 TO KM 394+100 LOCATION-4 KM 400+480 TO KM 400+670 LOCATION-5 KM 400+710 TO KM 400+840	(+/-10) kN/m mesh Punching load 461(+/-10) kN, Min., tear capacity of High resistance clip 11KN. In tender specification, rhomboidal shape meshes have been mentioned, there is a mention of tear capacity of high resistance clips of 11kN which is not in line to requirement as per IRC HRB special report 23. Please Refer IRC HRB Special Report - 23. (copy attached) Clause 5.3.1.2, Cable Panels with high strength clips, page 92 (Tensile Strength): When tested in accordance with the testing procedure explained in Clause 4.4.4 of Chapter 4, the common values of junction tearing/rupture strength for this type of panels will be 12kN - 15kN. Hence the value 11kN is invalid as its lower than the minimum value mention in IRC HRB SP 23 and shall be revised. Kindly also refer Table 5.1 "General Comparison of different types of cable panel system" , page no. 93, a comparison between Cable Panel with High Strength Knots and Cable Panel with High Strength Clips has been given, which clearly states that high strength net Cable Panel with High Strength Knots have better performance than cable panel with high strength clips. Considering the prevailing site criticalities like poor geology/strata properties, seismicity, sleep slope, heavy rainfall, etc., high strength knots are highly recommended. Clause 5.3.1.1, Cable panel with high strength knots, page 92: Junction Strength (copy attached) - When tested in accordance with the testing procedure explained in Clause 4.4.4 of Chapter 4, the common values of junction tearing/rupture	may please be amended as given below :- "Rhomboidal shape, high tensile steel rope cable net, mesh opening 300X300, wire ø 10.0mm mesh Tensile strength 220 (+/-10) kN/m mesh Punching load 461(+/-10) kN, with tear capacity of High resistance knot 20kN - 24kN.	contract, contractor has to carry out investigation and prepare design and drawings after detailed study and survey at site. The work is to be carried out as per the scope in Schedule B according to the standards in schedule -D

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		strength for this type of panels ranges 20 kN- 24 kN.		
15	As per Drawing -1, Landslide LOCATION-2 KM 391+690 TO KM 391+770 LOCATION-9 KM 429+070 TO KM 429+460 As per Drawing -2 SINKING LOCATION-1 KM 386+110 TO KM 386+280	Rhomboidal shape (mesh opening 83 x 143) High Tensile Steel Wire Mesh, wire Ø 3.0mm, Mesh Tensile strength 150kN/m, mesh punching strength 180kN In tender specification, rhomboidal shape meshes of opening 83 x 143 are mentioned. These meshes may have poor mesh performance concern: The suggested product is a single twist mesh conforming to IRC HRB Special report, 2014. Kindly refer attached IRC HRB Special Report-23. Clause 5.3.5 Page no. 95 and 96, Specification for single twist mesh. (Copy attached) 1. Mesh Size: The general mesh openings size is diamond in shape with a regular mesh opening of 8. cm x 14.3 cm (83 mm x 143mm) made by a wire of 2mm , 3mm or 4mm diameter. However, as per Caluse no. 5.3.5, SIngle twist mesh can have high deformations that can lead to the stripping of anchors and could cause global failure of the system. Also, in case of accidental breakage of single wire the entire mesh unravels exposing the threat of rockfall. Hence higher maintenance may be required in case of single twist mesh. In case of single twist mesh, on breakage of single wire, the whole mesh gets unravelled very easily and hence the use shall be restricted to very low hazard locations. Hence other meshes providing the same strength characteristics should be used. The general mesh openings size	Kindly amened item descriptions as :- High Tensile Steel Wire Mesh, wire Ø 2.7mm - 3.0mm, Mesh Tensile strength 150kN/m, mesh punching strength 180kN of double twisted mesh having an opening of 8x10 (80mmx100mm)	Being an EPC contract, contractor has to carry out investigation and prepare design and drawings after detailed study and survey at site. The work is to be carried out as per the scope in Schedule B according to the standards in schedule -D.

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		used for the rockfall protection works are 8x10 (80mmx100mm) and 10x12 (100mm x 120mm) with the wire diameter of the mesh wire ranging from 2.7mm to 3.0mm which are implemented in numerous government tenders designed by reputed government agencies and consultants working in close collaboration with MoRTH at projects from Himachal Pradesh and Uttarakhand with the same type of geology.		
16	As per Drawing -1, Landslide LOCATION-6 KM 411+380 TO KM 411+450 LOCATION-9 KM 429+070 TO KM 429+460	Rhomboidal shape (mesh opening 100 x 146) High Tensile Steel Wire Mesh, wire Ø 3 .4 mm , Mesh Tensile strength 100kN/m, mesh punching strength 160kN. In tender specification , rhomboidal shape meshes of opening 100 x 146 are mentioned which is not as per IRC guidelines and also these meshes may have poor performance concern: The suggested product is a single twist mesh conforming to IRC HRB Special report 23. Kindly refer attached IRC HRB Special Report-23. Clause 5.3.5 Page no. 95 and 96, Specification for single twist mesh. (Copy attached) 1. Mesh Size: The general mesh openings size is diamond in shape with a regular mesh opening of 8.3 cm x 14.3 cm (83 mm x 143mm) made by a wire of 2mm , 3mm or 4mm diameter. However, as per Caluse no. 5.3.5, SIngle twist mesh can have high deformations that can lead to the stripping of anchors and could cause global failure of the system. Also, in case of accidental breakage of single wire the entire mesh unravels exposing the threat of rockfall. Hence higher maintenance may be required in case of single twist mesh. In case of single twist mesh, on	Kindly amened item descriptions as :- High Tensile Steel Wire Mesh, wire Ø 2.7mm - 3.0mm, Mesh Tensile strength 100kN/m, mesh punching strength 160kN of double twisted mesh having an opening of 8x10 (80mmx100mm)	Being an EPC contract, contractor has to carry out investigation and prepare design and drawings after detailed study and survey at site. The work is to be carried out as per the scope in Schedule B according to the standards in schedule -D

		breakage of single wire, the whole mesh gets unravelled very easily and hence the use shall be restricted to very low hazard locations. Hence other meshes providing the same strength characteristics should be used. The general mesh openings size used for the rockfall protection works are 8x10 (80mmx100mm) and 10x12 (100mm x 120mm) with the wire diameter of the mesh wire ranging from 2.7mm to 3.0mm which are implemented in numerous government tenders designed by reputed government agencies and consultants working in close collaboration with MoRTH at projects from Himachal Pradesh and Uttarakhand with the same type of geology.		
17	As per Drawing- 1, Landslide LOCATION-1 KM 388+030 TO KM 388+150 Landslide LOCATION-2 KM 391+690 TO KM 391+770 LOCATION-6 KM 411+380 TO KM 411+450 LOCATION-7 KM 411+870 TO KM 411+930 LOCATION-9 KM 429+070 TO KM	3D Geocomposite mat, 6.5mm thickness, mass per unit area 600 grams/sqm, 6kN/m tensile strength in length direction & 2kN/m in cross direction The tender document states Geocomposite mat with certain strength which do not seem as per standard guideline being used .kindly refer below details taken from MORTH. Please refer MoRTH, 700 GEOSYNTHETICS Guidelines, Clause no. 706, Table 700-13 & Table 700-14: Tensile Strength Requirement for Non Reinforced/ Reinforced Three Dimensional Geosynthetic Mat for Erosion Control Application for (Less Severe Environmental Condition) / (Severe Environmental Conditions). 1. Thickness of 3 D Geocomposite mat 6.5 mm or 12mm. 2. Mass per unit area of 3D Geocomposite mat should be 250 grams/Sqm or 500	Kindly amened item descriptions as :- 3D reinforced Geocomposite mat, 12mm thickness, mass per unit area 500 grams/sqm, with minimum 10kN/m tensile strength.	Being an EPC contract, contractor has to carry out investigation and prepare design and drawings after detailed study and survey at site. The work is to be carried out as per the scope in Schedule B according to the standards in schedule -D

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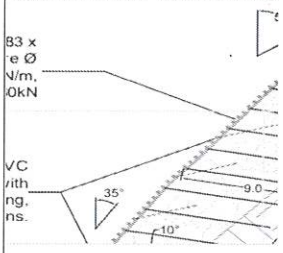
	429+460 LOCATION-10 KM 432+160 TO KM 432+270 As per Drawing -2 SINKING LOCATION-1 KM 386+110 TO KM 386+280	grams/Sqm 2. Tensile strength in length direction (i) For Non Reinforced 3D Geocomposite mat it should be 2kN/m. (ii) For Reinforced 3D Geocomposite mat it should be 10kN/m to 35 kN/m. (iii) Cross direction tensile strength is not mentioned in the MoRTH Guidelines for 3D mat. 3D Geocomposite mat, 6.5mm thickness, mass per unit area 600 grams/sqm, 6kN/m tensile strength in length direction & 2kN/m in cross direction+ Hydroseeding  From the drawings, its evident that, the erosion control mats are provided on steeper slope. Considering the severity of the site and steeper slope, erosion control mat shall be reinforced with minimum tensile strength of 10kN/m and thickness of 12mm as per MORTH Section 700, Table 700-14.		
18	RFP document, Clause no 2.2. Eligibility and qualification requirements of Bidder ,(Page -17 & 18)	2.2.1 Works of carrying out mitigation measure for unstable slopes and 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. 1. High Tensile Rope Net System 2. High tensile steel wire mess 3. Geocomposite mats 4. Hydraulically applied erosion control	Please refer attached letter (RO/UK/THDC/01, Signed on 11/10/2022) issued by The Chief Engineer office, Ministry of Road Transport and Highways, Regional Officer- Dehradun, Uttarakhand. It has been decided by the authority that the similar work should include 2 items having major component in the estimate for which Bid is to be called.	As per RFP

Cont..17

		products 5. Sub-surface drainage pipes 6. Mechanically bonded Geotextile 7. Micropiling 8. Self Drilling Anchors 9. Rapid slope consolidator 10. Multi stand pre-stressed cable anchors 11. Gabion structure 12. RCC, RR work in slope/ sinking zones The bidder shall submit the complete details of the work of the RFP of the contract executed	Hence, in view of the above mentioned details we would like to request kindly list only two major component for the similar work / eligibility criteria.	
19	RFP document, Clause no. 2.2.2.2 Technical Capacity (c) Slope protection and landslide Mitigation projects, Page no. 24 & 25	(c) "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. (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	Kindly amened descriptions as: "SSP Contractor should have experience about slope stabilzation work mentioned in Clause 2.2.1" "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."	Please refer to Corrigendum-III

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		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 permission of the Authority during the pendency of the EPC Contract. 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		

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		the last 10 years and shall possess ISO 45001 and ISO 14001 certification. "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 " Please refer above mentioned condition: - Since all works are releted to Slope stabilzation, hence kindly amend that SSP Contractor should have experience about slope stabilzation work mentioned in Clause 2.2.1. As present tender condition is favouring only one or two comapnies. We would like to bring this to your kind notice that ISO 45001 cover occupational health & safety management systems and ISO 14001 is related to environmental management systems, which are not related to the material/product quality and not required in designing of Slope/Rockfall protection and Reinforced Soil wall system. Hence, we would like to requset kindly remove this limiting specifications to promote healthy competition.		
20	As per RFP Section 7 , 5.1 for the Data/Details for similar work (Technical Capacity) (Refer Clause No. 2.2.2.2 and Defination { 2.2.2.2 (ii) }	Bidder need to qualify for "For normal Highway projects (including Major Bridges/ROB/Flyovers/Tunnels)" having at least one similar work of 20% of Estimated Project Cost [Rs. 32.57Cr.] shall have been completed from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 2.2.2.5.	This work includes the specialized major work involving the works of slope stabilization, slope protection and Landslide Mitigation. Department has approved bidders having credentials of Roads /Major Bridges/ROB/Flyovers/Tunnels, whereas considering the criticality of the structure, contractor with similar work i.e. slope protection works including the works i.e. Anchors, rockfall meshes on a hilly terrain should be allowed in the technical	Please refer to Corrigendum-III

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			qualification.	
21	As per RFP, Clause 2.2.2.2 (Technical Capacity) Sub clause (iii) For Stand-alone specialized projects (c) Slope Protection and Landslide Mitigation projects:	(c) Slope Protection and Landslide Mitigation projects: "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	This mentioned clause shall restrict every prospect bidder having requisite credentials and experiences that they have earned through their work pertaining to specialized slope stabilization, slope protection and Landslide Mitigation works with their expertise in execution as per the client requirement and design approving authority. There are only a handful of instances where this kind of tripartite agreement has been signed, again this clause shall restrict the prospect bidder, limit the fair competition and shall favour certain bidders only. We request department to consider the similar work done by the contractor in line with the tender requirement and remove this fair competition restricting clause of tripartite agreement. Furthermore, the primary responsibility for execution lies solely with the contractor, while services such as technology and design may be associated with SSP. Therefore, we request the elimination of the requirement for SSP and the credentials sought, right from design to execution.	Please refer to RFP & Corrigendum-III.
22	As per RFP, Clause, 2.2.2.2 (Technical Capacity) Sub clause (iii) For Stand-alone specialized	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)	1. Qualification to meet the criteria in a single project of completed value of work equal to or more than 20 % of the estimated project cost is a must requirement pertaining to technical and financial compliances hence it can't be compensated by a MOU with SSP as mentioned, requesting	Please refer to Corrigendum-III

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	projects & sub clause (d) for MOU with a SSP	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 permission of the Authority during the pendency of the EPC Contract. 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	department to remove this clause or else any contractor not having requisite experience may qualify and shall restrict the fair competition. 2. It has been observed in all three tenders that has been floated recently of different values and project requirement, asking for a common single unified requirement of SSP i.e protection works of height 80 m and net worth of 80 Cr , and same system of galvanised weld mesh , galvanized soil nail etc 3. we request department to remove the criteria of the special requirement of MOU with SSP as already there are prospect bidders who has executed similar kind of specialized work of slope stabilization, slope protection and Landslide Mitigation. 4. we request department to confirm the following in respect to the min. qualification criteria of an eligible SSP Why department has chosen specifically a min. height of 80 m with galvanized soil nail, galvanized steel mesh and ground anchors, this clause shall favour one party. Also, why credentials of galvanized anchors are required as it's only a coating requirement only and shall restrict the fair competition. # Provided system for protection works can be of any type including Gabion facia with different coating /	

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			Green facia, concrete , Anchor with any type or coating then why the credential for galvanized weld mesh or galvanized soil nails has been asked , it needs to be generalized for fair competition.	
23	NIT, length of Stretch	"Construction for mitigation measures of 10 nos. of Landslides, 01 no. Sinking Zone and 01 no. minor bridge from Km 386.000 to Km 433.000 (65 km length) on NH-07 on EPC mode in the State of Uttarakhand, PKG-I"	As per the description of work, length/stretch where mitigation measures are to be taken are 65km but as per the chainage it is 47km. Kindly provide the correct stretch length.	Stretch length is 47km. Kindly refer clause 2.5.1 of the RFP.
24	RFP, Pre-bid meeting venue	Pre-bid meeting venue	Kindly provide the address of prebid meeting venue	Prebid meeting held on 29.12.2023 through VC
25	Schedule – B, Construction for mitigation measures of Slope Protection work & Sinking Zones.		Kindly provide previous history and precautionary measures which were earlier taken at the sinking zone and land slide zone	Kindly refer clause 2.5.1 of the RFP
26	Schedule – B, Construction for mitigation measures of Slope Protection work & Sinking Zones.	Survey, Identification of extent of instability, investigations, detailed designing and execution/ construction of mitigation measures as per approved design and standards (duly certified/vetted by the design director, Proof Consultant and vetted by any THDC (Tehri Hydro Development Corporation Limited) or one of the IITs as stipulated under Article-10 and schedule-I) to be followed during construction and its stage and its maintenance for 10 years from the date of successful completion of the project / works with complete adherence of safety standards.	1. Kindly provide the surface geological and geotechnical data to estimate the SDA/rock bolt depth. 2. Kindly provide Hydrological/ groundwater data. 3. Kindly provide type of rock class expected along the section.	Kindly refer clause 2.5.1 of the RFP
27	Schedule-B, 7. Design of Structure		Kindly provide the bore log detail of bridge location	Kindly refer clause 2.5.1 of the RFP
28	Schedule-B, 13. Change of Scope	Any variations in the lengths specified in this Schedule-B shall constitute a Change of Scope only when it meets the provisions of Article-13 of EPC documents. Change	Considering overall scope of project (purely landslide & sinking zone), financial implication of 10% is very big amount in terms of risk for any	Kindly refer clause

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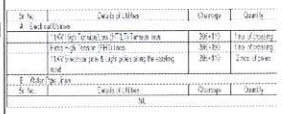
		of Scope shall not be considered when the change in length of mitigation measures is within 10% of total length and the value of the Contract shall remain unchanged.	contractor. Request to remove the same clause or reduce the same upto 2% of total length.	2.5.1 of the RFP
29	Schedule-(B-1), 14. Shifting of Utilities		It is requested, kindly add provision of payment for utility shifting in Schedule - H	As per Corrigendum-III
30	As per Schedule A Annex-III Page No. 10 Width (m) is provided 18 m in table column 5		As per Schedule A Annex-II Page No. 10 Width (m) is provided 18 m in table column 5 but ROW is not provided , so Please Provide the ROW	Please refer to Annexure-II, Schedule A
31	As per Article 9 , Clause No 9.2	Shifting of obstructing utilities: The Contractor shall, in accordance with Applicable Laws and with assistance of the Authority, undertake the work of shifting of any utility (including electric lines, water pipes, gas pipelines and telephone cables) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Project Highway in accordance with this Agreement. The cost of such shifting, as per estimates prepared by the entity owning the utility and approved by the Authority, shall be reimbursed by the Authority to the Contractor. The scope of work of such shifting of Utilities shall be as indicated in Schedule-B-1. In the event of any delay of such shifting on the part of the contractor, no extension of time for completion of the project and no claims, In any manner, shall be admissible on this account against the Authority. The work of shifting of Utilities can be taken up by the Contractor any time after	According to Clause 9.2 cost of shifting of utilities shall be reimbursed by Authority to the Contractor. But Schedule B Clause 14 is says that the shifting of utilities and felling of trees shall be carried out by the Contractor and the cost of the same shall be borne by the Contractor. So please confirm, the cost of shifting is in the scope of Contractor or Not	As per RFP

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		signing of the Agreement AS per Schedule B, Clause No 14 Shifting of Utilities, Page No 19 The shifting of utilities and felling of trees shall be carried out by the Contractor. The cost of the same shall be borne by the Contractor		
32	(ii) For requirement of 2.2.2.2 (ii)and (iii),	One similar work of 20% of Estimated Project Cost should have been completed from the Eligible Projects in Category 1and/or Category 3 individually by any of the JV members as a single work	With reference to above mentioned tender, we have visited the site locations and found specialized machinery and trained manpower's are required to execute the project. So we suggest that only qualified and reputable bidders who are capable of completing such projects using a variety of technologies for slope stability objectives may be allowed to make bids for the specialized job. Request you to kindly amend the criteria by saying "one similar work of 20% of Estimated Project Cost executed for hill slope protection works for minimum height of 70 meter in hilly/mountainous terrain shall only be allowed".	Please refer to Corrigendum-III
33	RFP -ITB Clause No 2.2.1. Page No 18.	read as." Works of carrying out mitigation measure for unstable slopes and 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. 1. High Tensile Rope Net System 2. High tensile steel wire mess 3. Geocomposite mats	Refer to this clause out of 12 items 5 items are non-specialized items, So we request you to kindly include major specialized items from drawings in Qualification criteria as given below with their generalized names of items, so that the firms with experience in executing mitigation works can participate in these kind of specilized protection works. 1. High Tensile Rope Net System/ Rolled Cable Net	As per RFP

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		4. Hydraulically applied erosion control products 5. Sub-surface drainage pipes 6. Mechanically bonded Geotextile 7. Micropiling 8. Self Drilling Anchors 9. Rapid slope consolidator 10. Multi stand pre-stressed cable anchors 11. Gabion structure 12. RCC, RR work in slope/ sinking zones	2. High tensile steel wire mess/ Double Twisted mesh with longitudinal Ropes 3.Rapid slope consolidator/ Rockfall Barrier/ Avalanche barrier 4.Micropiling 5.Self Drilling Anchors 6.Multi stand pre-stressed cable anchors 7.Hydrosheeding We further request you to kindly amend the clause read as - Works of carrying out mitigation measure for unstable slopes and sinking areas for hill roads of not less than the magnitude given above. The mitigation means should include the items more than use of 5 items out of 7 in single project as listed above. We hope that our request shall be taken into consideration	
34	AS per Clause 2.2.2.2 Technical Capacity, Page No 22 & 23	Read as 5(five) years in case of normal highway projects and 10(Ten) years in case of stand-alone specialized projects (Major) Bridges/ROB/ Flyover/Tunnel)	Mittigation Work is not showing in this clause . So bidder is requestng , please amend the clause as stand alone specialized project (Major)Bridges/ROB/Flyover/Tunnel/ Mitigation Work	Please refer to Corrigendum-III

35	As per Clause 2.11.1 (o) , page no 35	Read as. (o) 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 Authorised signatory & shall be part of the Contract Agreement.	As shows in Clause bidder should submit the as per format given in Appendix -IX, But the Appendix -IX is BOQ Format. Please Clarify the Appendix No.	Please refer to Corrigendum-III
36	AS per Schedule B, Page No-17.	Clause No. 8-Traffic Control Devices and Road Safety Works (i) Traffic control devices and road safety works shall be provided in accordance with the provision of relevant Manual as and when need arises or damaged by negligent working. a). Traffic Signs: Traffic signs include roadside signs, overhead signs and curb mounted signs conforming to IRC:67 and section 800 of MoRTH specification. b). Pavement Marking: Pavement markings shall cover road marking shall be provided conforming to IRC 35-2015. Clause No 9. Roadside Furniture To be made good the damaged road side furniture during the execution. Clause No 10. Compulsory Afforestation The number of trees which are to be planted by the Contractor as compulsory afforestation shall be as per Forest conservation Act. Clause No 11. Hazardous Locations The safety barriers shall also be provided in accordance with the provision of relevant Manual. Clause No12. Special Requirement for Hill Roads: Contractor shall follow Shall be followed in accordance with hill road manual.	As per Clause 8,9,10,11,12 of Schedule B page no 18, It is Included in the scope of Work or Not, Please Confirm.	The work is to be done as per the scope defined in Schedule B according to standards in schedule D.
37	As per Clause	The shifting of utilities, to an appropriate	AS per Clause -Copy of utility	Kindly refer clause

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	14 Shifting of Utilities,. Page No 19 of Schedule	location in accordance with the standards and specifications of concerned Utility Owning Department, and felling of tress is part of the scope of work of the Concessionaire. The cost of the same shall be borne by the Contractor. The bidders may visit the site and assess the quantum of shifting of utilities for the project before submission of their bid. Copy of utility relocation plan is enclosed. The specifications of concerned Utility Owning Department shall be applicable and followed.	relocation plan is enclosed. But we have not found plan in Tender Document so Bidder is requesting please provide the Plan.	2.5.1 of the RFP.
38	As per clause 2.2.1 (B), Page No-18,	B. Should have experience of carrying out the works of steel I-girder bridge construction in hilly terrain with superstructure and protection measures for open foundation around the abutment.	As per clause no 2.2.2.2 Technical Capacity (ii) Page no 22 (a) of Para2 If any Major Bridge/ROB/Flyover/Tunnel is (are) part of the project, then the Bidder shall necessarily demonstrate additional experience in construction of Major Bridge/ROBs/Flyovers/Tunnel in the last 10 (Ten) financial years preceding the Bid Due Date i.e. shall have completed at least one similar Bridge/ROB/Flyover/Tunnel of following sizes: (a) In case, longest span of bridge/ROB/flyover is less than or equal to 60m, no additional qualification is required. As per Schedule B Page No 22, Span of Major Bridge is 51.5 M which is less than 60 M so no additional qualification is required. So please remove the clause 2.2.1(B) We hope that our request shall be	As per RFP

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			taken into consideration. We would like to share you that the experience of using Protection measures are already defined in clause 2.2.1 (A), than again protection measures for open foundation around the abutment is mentioned in clause 2.2.1 (B). Kindly remove the additional qualification criteria. Kindly remove the experience of bridge else kindly amend the clause as "Should have experience of carrying out the works of steel I-girder bridge construction in hilly terrain with superstructure OR construction of substructure." We hope that our request shall be taken into consideration	
39	As per 2.2.2.2(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 permission of the Authority during the pendency of the EPC Contract.	As we understand, since the work of slope stabilization and Landslide Mitigation are specialized in nature, so the work should be executed by specialized agency who has experience in designing, execution for slope stabilization works For the same purpose as per clause "bidder shall enter into signing of Pre-Bid Memorandum of Understanding (MoU) with a Specialized System Provider (SSP) with experience in 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. Here we would like to understand the above required expereince is not corelating with the technical specification provided in tender drawings. So we request you to kindly allow only those Specialized System Provider " with experience	Please refer to Corrigendum-III

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<table>
<tr><td></td><td></td><td></td><td>in at least one landslide rehabilitation or slope protection project in India having minimum 80 m height with the major items mentioned in drawings (Query Sl. No 04).

We hope that our request shall be taken into consideration. The bidder also requested to add the condition that SSP can sign agreement only with one bidder in particular tender not with many.</td><td></td></tr>
<tr><td>40</td><td>As Per DCA Clause No 19.10 (e), Page No 106</td><td>
<table>
<tr><td></td><td>Road Works
Earthwork, Granular work, and Other works</td><td>Bituminous work</td><td>Cement Concrete Pavement</td><td>Culverts, minor bridges and other structures</td><td>Major Bridges and Structures</td></tr>
<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>
</table>
</td><td>Which Percentage shall be govern the price adjustment of the Contract Price for Mitigation Measures, Land Slides and Sinking Zones work. Please confirm</td><td>Please refer corrigendum-III</td></tr>
<tr><td>41</td><td>As per clause no. 2.2.2.2 (C):-</td><td>(c) Slope protection and landslide Mitigation projects: The 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</td><td>We are pleased to share you that we are well known contractor having a wide experience in the field of Road Construction, Bridges, Tunnel and other civil works. We would like to notify you that we are keen to participate in this tender and ready to participate with by signing of Pre-Bid Memorandum of Understanding (MOU) with a Specialized System Provider (SSP).</td><td>Please refer corrigendum-III</td></tr>
<tr><td>42</td><td>in section 2.2.2.2 (C):-</td><td>which says that 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. Kindly insert a condition in the tender saying that the both EPC Contractor/Concessionaire and Technology Provider will be responsible for the execution of the project and liable to provide the Bank Guarantee</td><td>There must be the clause that one SSP / Technology provider can sign the MOU with one contractor only for same project, so that there will be fair price competition for bidding.</td><td>Please refer to Corrigendum-III</td></tr>
</table>

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		for the defect liability period of 10 years. SO that any event /maintenance work will arise in between 10 years of guarantee shall be repair by SSP as per required time frame mentioned in EPC contract.		
43	Contractor All Risk (CAR Insurance Policy) Article-20, Clause No. 20.1 of Article 20 (Insurance for Works and Maintenance.)	The Contractor shall effect and maintain at its own cost the insurances specified in Schedule-P and as per the requirements under the Applicable Laws. The Contents of **Schedule-P** of EPC Tender / Agreement are as under: **1. Insurance during Construction Period** (i) The Contractor shall effect and maintain at its own cost, from the Appointed Date till the date of issue of the Completion Certificate, the following insurances for any loss or damage occurring on account of Non Political Event of Force Majeure, malicious act, accidental damage, explosion, fire and terrorism: (a) insurance of Works, Plant and Materials and an additional sum of [15 (fifteen)] per cent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature; and (b) insurance for the Contractor's equipment and Documents brought onto	As per the Article-20, Clause No. 20.1 and Schedule-P of the EPC agreement, there is a mandatory requirement to take the CAR Insurance Policy against the Project. In this regard, our submission is as under: Due to several landslide and Natural Digester happened in hilly/mountainous area in the State of Uttarakhand, Insurance Companies (undertakings Govt. of India & Private Insurers) are not giving CAR Insurance Policy resulting thus, it a very challenging to get CAR Insurance Policy within the time frame as mentioned in EPC Agreement. There is a provision in the EPC Agreement, which gives some liberty to contractor to get relief/remedy from Principal Employer on account of failure to ensure the work timely as per applicable laws in terms of Clause 20.4 (Remedy for failure to insure) of Article-20 of the EPC Agreement. Keeping view of above facts, we request your good office to kindly modify in the said condition as under: *"In case the contractor fails to*	As per RFP

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		the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site. (ii) The insurance under sub para (a) and (b) of paragraph 1(i) above shall cover the Authority and the Contractor against all loss or damage from any cause arising under paragraph 1.1 other than risks which are not insurable at commercial terms.	*produce the CAR Insurance Policy than Principal Employer will arrange the Work Insured Policy and the value of premium shall be adjusted proportionally from the Contractor Bills."*	
44	Para - B. Documents, Clause No. 2.7 Contents of the RFP, PART-III,	Feasibility Report / **Detailed Project Report (DPR)** Provided by the Authority. **Sub Clause No. 2.7.2 –** The Draft Agreement and the Feasibility / Detailed Project Report provided by the Authority as part of the BID Documents shall be deemed to be part of this RFP.	As per the Para-B. Documents, Clause No. 2.7 Contents of the RFP, PART-III, Sub Clause No. 2.7.2 of the RFP. We wish to draw your kind notice that we have gone through the complete RFP and observed that no Details Project Report (DPR) has been provided by the authority. Hence, we request your good office to kindly provide Details Project Report (DPR) which will help us for better analysis of the Project requirements.	Please refer corrigendum-III
45	Section 1, Introduction, Para – 1.2, Brief description of Bidding Process. Clause No. 1.2.4 of the RFP.	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).** **Para – D, 2.20, Bid Security, Clause No. 2.20.1 of the RFP.** The Bidder shall furnish as part of its BID, a BID Security referred to in Clause No. 1.2.10 in form of a DD/FD/Bank Guarantee issued by nationalized bank, in favour of the Authority in the format at **Appendix-II ("the Bank Guarantee").**	As per the Section 1, Introduction, Para – 1.2, Brief description of Bidding Process. Clause No. 1.2.4 of the RFP. It is submitted that, in Clause No. 1.2.4 of the RFP, it is mentioned that Bid Security shall be submitted in form of **Electronic Bank Guarantee (e-Bank Guarantee).** In other way Bid Security shall be furnish in form of DD/FD/Bank Guarantee issued by nationalized bank, in favour of the Authority in the format at **Appendix-II ("the Bank Guarantee")** as mentioned in	Please refer Corrigendum-III

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			Clause No. 2.20.1 of the RFP. Hence, we request your good office to kindly confirm whether, Bid Security shall be submitted in form of Electronic Bank Guarantee (e-Bank Guarantee) or physical Bank Guarantee as per the format at Appendix-II ("the Bank Guarantee") is applicable and allowed to submit against the Bid Security.	
46	Clause No. 2.2.2.2 Technical Capacity. Serial Number – (iii) For Stand-alone specialized projects, Para-D:	(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 permission of the Authority during the pendency of the EPC Contract. 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	As per the Clause No. 2.2.2.2 Technical Capacity. Serial Number – (iii) For Stand-alone specialized projects, Para-D: It is submitted that the Clause cited above allowing the bidders 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. It is very clear that numbers of bidders will participate in this tender hence allowing the bidders enter into signing MoU with SSP should be withdrawn. Even though, if department allowed the bidders enter into signing MoU with SSP then the requirement of technical assistance should be re-instead with execution otherwise, both contractor and SSP would not have experience of execution of	As per RFP

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		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.	works, which is not desirable in any form. It is also mentioned in (d) Para-2. 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/Metor rail/hydroelectric Project etc. This specific requirement in quantity (80 m height) preferring one specific SSP to enter and technically qualify for this Bid. For a fair competition this condition and requirement should be remove so that number of bidders can participate in the tender and department may have a healthy competition.	
47	Clause No. 2.2.2.2 Technical Capacity. Serial Number – (iii) For Stand-alone specialized projects, Para-D:	(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	As per the Clause No. 2.2.2.2 Technical Capacity. Serial Number – (iii) For Stand-alone specialized projects, Para-D: Lastly, we request to remove the complete clause of enter MoU with SSP as it is biased to prevail one company only.	Please refer corrigendum-III

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		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 permission of the Authority during the pendency of the EPC Contract. 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.		
48	Concerning the Pre-Bid Memorandum of Understanding (MoU) with a Specialized System	Since we lack knowledge of the elements listed in clause 2.2.1, we are talking with the specialized system provider about the MOU in relation to those issues. Please include a clause in the tender stating that the party with whom a technological memorandum has been signed must also be responsible for the project's safety during the maintenance period. The technology must also offer a bank guarantee for the project for the same reason. As we have also found that the experience mentioned for Specialized System Provider (SSP) does not meet the items given in drawings. So we request you to	Please refer Corrigendum-III	

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	Provider (SSP) as per clause no. 2.2.2.2 (C), we would like to inform you that we are eager to be a bidder in this tender.	allow the company / SSP shall have completed at least one landslide rehabilitation or slope protection project in India having minimum 80 m height in which major items mentioned in respective drawings must have been used and the scope of SSP includes design, supply of specialized materials and technical assistance in the last 5 (Five).	
49	General	As understood the bidder should have a single completed project of slope stabilization, slope protection and/ or landslide mitigation work in India meeting the requirements of Clause 2.2.1 of RFP, wherein the value of work should cumulatively equal to or more than 20% of the Estimated Project Cost. In case the bidder does not have this experience they can have MOU with a Specialized System Provider (SSP) for the services and qualifying experience of SSP, mentioned in this tender. It is requested to also include the provision of JV with SSP, in this particular clause, so that the bidder can have the option to either have an MOU or JV as per their convenience. In such case technical eligibility criteria of JV with SSP shall remain same as it is stipulated for MOU with SSP in this tender. It is our humble submission to extend the deadline for bid submission by at least 45 days from the present bid due date, considering the challenging site location which requires significant time for the necessary site investigation and allied works, and also taking into account this festive season of year-end and winter vacation, when conducting such extensive works within stipulated time frame is quite challenging. To maintain a smooth cash flow, it is requested that 70% of the payment be released upon receipt of materials at the site on a pro rata basis. Since the materials are primarily capital-intensive (some are also imported materials), the release of 70% of the payable amount against the supply of materials will be beneficial for interest of the project. "Unit of measurement is liner length. Payment of each stage shall be made on completion of a stage in square meter not less than 10% of the total length. However, considering landslide mitigation and slope protection as a specialized work, therefore, to faciliate the contractor 70% of the stage payment shall be released upon delivery of the materials at site."	Please refer Corrigendum-III

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		It seems there is discrepancy in clauses of DCA and Schedule-B. As per Clause 1.4, in case any discrepancies "between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail". Thus, in this case Clause 9.2 of DCA will prevail and "Shifting of obstructing utilities" is a reimbursable item.		
50	General	Requesting for site visit		Please refer clause 2.5.1 of the RFP.
51	In Clause 1.2.4 of Section-I of RFP	There is no mention of BG. Is BG allowed for Bid Security.		Please refer corrigendum-III
52	As per Clause 1.2.3 of RFP	, "Feasibility Report/Detailed Project Report will be provided by Authority". But it is not enclosed.		Please refer corrigendum-III
53	As per requirement of clause 2.2.1,	Eligibility and qualification requirements of Bidder: "Works of carrying out mitigation measure for unstable slopes and sinking areas for hill roads of not less than the magnitude given above."	What will be the interpretation of magnitude given above?	Please refer corrigendum-III
54	As per Clause 2.2.2.2 (c),	"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	Above 2 sub clauses require signing of Tripartite agreement after award of contract & entering of pre-bid MOU respectively. Here, we would like to highlight the fact that, since this is EPC contract, the whole responsibility of Engineering Design, Procurement & Construction lies with EPC Contractor. Also, since these are most specialized projects of mitigation works, which should be executed only by most experienced contractor. So, we hereby request you to remove Tripartite agreement signing and Pre bid MOU requirements to restrict unexperienced contractors from bidding.	As per RFP

		before actual construction, quality control and supervision and certification of the day-to-day construction /execution & As per 2.2.2.2(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 permission of the Authority during the pendency of the EPC Contract."		
55	Please refer clause 2.2.2.2.(iii).(c) (Page-25) of Request for Proposal (RFP) for subjected project work.	The RFP relates to EPC type of contract, wherein the Contractor has liberty to design the system using available technologies and materials available in the industry. However, looking at the specifications as mentioned in contract documents it appears that setting up of specifications is directed to use of items which are manufactured/monopolised/patented by particular specialised system provider.	To be more transparent it is submitted the major manufacturers and designers of landslide mitigation systems in India are: - (i) Maccaferri Environment Solutions Ltd. (ii) TechFeb India Industries Ltd. (iii) Terre Armee India (iv) Geobrugg Construction Every expert designer has its own manufacturing plants in India and same items are imported from abroad. Hence, the specification should be generic and not be customised to suit particular expert design manufacturing/agency.	Being an EPC contract, contractor has to carry out investigation and prepare design and drawings after detailed study and survey at site. The work is to be carried out as per the scope in Schedule B according to the standards in schedule -D.

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			We, therefore, demand that the specifications in schedule 'B' & 'D' should be revised and made generic.	
56	RFP Clause: 2.2.2.2 Technical Capacity (B)	Technical Capacity (B) for stand-alone specialized Projects (Major Bridges/ROB/Flyover/Tunnel (iii) For stand-alone specialized projects:	We have work experience of slope stabilization, slope protection projects of greater than 20% of Estimated Project Cost with NHIDCL. Are we still required to sign a pre-bid Memorandum of Understanding (MOU) with a specialized System Provider (SSP)?	As per the provision of the RFP
57	RFP Clause: 2.20 Bid Security	In case our banker is not providing E-BG, can we submit physical BG toward Bid Security along with an undertaking from our Banker?		Please refer corrigendum-III
58	RFP Clause 2.2.2 Technical Capacity(i)	Kindly confirm whether the payment received form project executed on Subcontract basis and not having formal approval from Principle Employer/Authority Engineer can be taken on account to calculate the Threshold Technical Capacity?		Please refer corrigendum-III

(Vivekanand Jaiswal)
Consultant (T)