

MAHARASHTRA METRO RAIL CORPORATION LIMITED
(NAGPUR METRO RAIL PROJECT, MAHA-METRO)

Dt. 29.11.2024

CORRIGENDUM-IV

Name of Work: Engagement of General Consultants for Thane Integral Ring Metro Project..

Tender No: T1-004/Consul-01/2024 dated 01.10.2024.

S. N.	Clause no Pg. No	Clause as per Original Tender document/Corrigendum	Modified clause in Tender condition
1	Annexure-II of Corrigendu m-III 1.1.3.1 (xiv) New clause Pg 2	<p>The following clause is added as 1.1.3.1 (xiv)</p> <p>“The non-substantial member/s shall not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium. However, for the JV/Consortium to qualify, Each non-substantial member of the JV/consortium must have experience of at least one completed project (elevated or elevated and underground) as general consultancy or Project Management Consultancy work pertaining to Urban standard gauge rail-based passenger carrying system for elevated or elevated and underground passenger carrying system, involving the work of preliminary /detailed designs, framing specifications, procurement assistance, drawing up contract documents, checking designs, project management and supervision of civil and system works including inspection, safety and quality, testing and commissioning, and Systems Track, Rolling stock, Power Supply, Traction, E&M, HVAC, ECS/TVS, Signaling, Telecommunication for a Urban standard gauge rail-based passenger carrying system. The non-substantial</p>	<p>“The non-substantial member/s shall not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium. Each non-substantial member/s must have received consultancy fees of value INR 48Cr or more in last seven year upto 31/03/24 from at least one project of general consultancy or Project Management Consultancy work pertaining to Urban standard gauge rail-based passenger carrying system (elevated or elevated and underground). Atleast one stretch of this project should have been tested, commissioned and put into operations. The project shall cover work of preliminary /detailed designs, framing specifications, procurement assistance, drawing up contract documents, checking designs, project management and supervision of civil and system works including inspection, safety and quality, testing and commissioning, and Systems includes the following activities; Track, Rolling stock, Power Supply, Traction, E&M, HVAC, ECS/TVS, Signaling, Telecommunication for a Urban standard gauge rail-based</p>

CORRIGENDUM-IV Dated 29/11/2024



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		<p>member must have received consultancy fees of value equivalent to 20% of NIT value or more in last seven year upto 31/03/24 from at least one project of general consultancy or Project Management Consultancy work pertaining to Urban standard gauge rail-based passenger carrying system (elevated or elevated and underground) completed works".</p>	<p>passenger carrying system.</p>
2	<p>Vol-I Clause 1.1.3 Qualification Criteria Clause 1.1.3.1 (xi) page 11</p>	<p>Each substantial-member of the JV/consortium must have experience of at least one completed project (elevated or elevated and underground) as general consultancy or Project Management Consultancy work pertaining to Urban standard gauge rail-based passenger carrying system for elevated or elevated and underground passenger carrying system, involving the work of preliminary/detailed designs, framing specifications, procurement assistance, drawing up contract documents, checking designs, project management and supervision of civil and system works including inspection, safety and quality, testing and commissioning, and Systems includes the following activities: Track, Rolling stock, Power Supply, Traction, E&M, HVAC, ECS/TVS, Signaling, Telecommunication for a Urban standard gauge rail-based passenger carrying system. Each substantial member must have received consultancy fees of value INR 96 Cr or more in last seven year upto 31/03/24 from at least one project of general consultancy or Project Management Consultancy work pertaining to Urban standard gauge rail-based passenger carrying system (elevated or elevated and underground) completed works.</p>	<p>The Lead member of the JV/consortium must have experience of at least one similar completed work of value INR 120 Crs.</p> <p>Further, other substantial members must have received consultancy fees of value INR 96 Cr or more in last seven year upto 31/03/24 from at least one project of general consultancy or Project Management Consultancy work pertaining to Urban standard gauge rail-based passenger carrying system (elevated or elevated and underground). At least one stretch of this project should have been tested, commissioned and put into operations. The project shall cover work of preliminary/detailed designs, framing specifications, procurement assistance, drawing up contract documents, checking designs, project management and supervision of civil and system works including inspection, safety and quality, testing and commissioning, and Systems includes the following activities: Track, Rolling stock, Power Supply, Traction, E&M, HVAC, ECS/TVS, Signaling, Telecommunication for a Urban standard gauge rail-based passenger carrying system.</p>

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3	Annexure-I of Corrigendu m-III, Clause 24, pg 10-11	<p>Advance Payment Guarantee</p> <p>On successful award of the contract, the selected consultant would be required to provide an Advance Payment Guarantee from an Indian Scheduled Commercial Bank or a Foreign Commercial Bank with a branch in India (Appendix XVI). Any advance payment to the successful consultant would be released only after receipt of Advance Payment Guarantee by Maha Metro. The value of Bank Guarantee taken towards security of "Advance Payment" / "Mobilization Advance" shall be 110% of the advance amount. Advance payment shall be restricted to Five Percent of contract value (excluding reimbursable & overhead costs). Such advance shall be interest-bearing and shall be recovered after six months from date of commencement at the rate of 10% from each interim bill, until the total of the Mobilization Advance is recovered before payment of 80% of Contract Price or before the expiry of original currency of contract whichever is earlier. This advance shall be recovered be Interest rate shall be charged at "RBI Bank Rate + 2% (two percent)" simple interest. Interest will be chargeable and calculated on reducing balance method.</p>	<p>Advance Payment Guarantee</p> <p>On successful award of the contract, the selected consultant would be required to provide an Advance Payment Guarantee from an Indian Scheduled Commercial Bank or a Foreign Commercial Bank with a branch in India (Appendix XVI). Any advance payment to the successful consultant would be released only after receipt of Advance Payment Guarantee by Maha Metro. The value of Bank Guarantee taken towards security of "Advance Payment" / "Mobilization Advance" shall be 110% of the advance amount. Advance payment shall be restricted to Five Percent of contract value (excluding reimbursable & overhead costs). Such advance shall be interest-bearing. The Interest rate shall be charged at "RBI Bank Rate + 2% (two percent)" simple interest. Interest will be chargeable and calculated on reducing balance method. This advance shall be recovered after six months from date of commencement at the rate of 10% from each interim bill, until the total of the Mobilization Advance is recovered before the payment of 80% of the Original Contract Price or before the expiry of original date of completion of contract whichever is earlier.</p>
4	Annexure-I of Corrigendu m-III, Clause 20.1.1 (A), third para, pg 1	<p>➤ The fee received by the substantial member for the eligible project should not be less than INR 96 crores and the Project should have been completed in the previous Seven years in the capacity of General Consultant/PMC.</p>	<p>The clause stands deleted.</p>

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5	SCC Clause 9 6.2(a) page 129	<p>6.2(a) THE FORMULA FOR CALCULATION OF ESCALATION/DE- ESCALATION IN CONSULTANCY FEES.</p> <p>The staff month rate (payable in Indian Rupees) shall be calculated annually w.e.f. the date of signing of contract as per formula given below: The adjustments will be made in 12 month intervals only.</p> $X1 = (X \times C1) / C$ <p>X = Basic rates of remuneration quoted in the offer.</p> <p>X1= Escalated rates of remuneration for the period under consideration</p> <p>C= General Consumer price index number for urban employees, for the month and year of signing of the contract for City Name, published by Government of India.</p>	<p>6.2(a) THE FORMULA FOR CALCULATION OF ESCALATION/DE- ESCALATION IN CONSULTANCY FEES.</p> <p>The staff month rate (payable in Indian Rupees) shall be calculated annually w.e.f. the date of signing of contract as per formula given below: The adjustments will be made in 12 month intervals only.</p> $X1 = (X \times C1) / C$ <p>X = Basic rates of remuneration quoted in the offer.</p> <p>X1= Escalated rates of remuneration for the period under consideration</p> <p>C= General Consumer price index number (Base 2012=100) for urban employees, for the month and year of signing of the contract for City Name, published by Ministry of Statistics program implementation from the website www.cpi.mospi.gov.in</p>
6	Table 1.1 attached with Annexure-I, Corrigendum- III, 1.2 (c)	<p>Qualification of Chief Finance Advisor cum Cost Expert: Degree of Chartered Accountant</p> <p>C1=Arithmetic average of the General consumer price index number, for urban employees, for City Name for the period for which adjustment is to be worked out.</p>	<p>Qualification of Chief Finance Advisor cum Cost Expert: Degree of Chartered Accountant/Cost Accountant (ICWA)</p> <p>C1=Arithmetic average of the General consumer price index number (Base 2012=100), for urban employees, for City Name for the period for which adjustment is to be worked out published by Ministry of Statistics program implementation from the website www.cpi.mospi.gov.in.</p>

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7	Vol-II Manmonths Annexure-B, Sr.No 15 of System Staff	Site Engg. Signalling (K5)- Signalling	Site Engg. Tunnel MEP(K5)- Tunnel (Underground)
8	Vol-II Manmonths Annexure-B, Sr.No 17 of System Staff	Senior Telecom Expert (K3)-Telecommunication	Senior Integration Expert/Sr. Power Supply Expert-II (K3) - Traction Power & Distribution.
9	Vol-II Manmonths Annexure-B, Sr.No 37 of System Staff	Sr. BIM Expert (K3) - 5D BIM Software Application	Lift & Escalators Expert (K3) – MEP
10	Vol-II Manmonths Annexure-B, Sr.No 40 of System Staff	Tunnel MEP Expert (K2)- Tunnel (Underground)	Senior Traction Expert (K2)- Traction Power & Distribution
11	Annexure-I of Corrigendum- III, Sr. No. 10 of Table 1.1 (MM: Manmonths)	Tunnel MEP Expert (K2)- Tunnel (Underground) Minimum Education Qualification: is Graduate in Electrical or Mechanical Engineering	Senior Traction Expert (K2)- Traction Power & Distribution. Minimum Education Qualification is Graduate in Electrical Engineering

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12	Query no 88 Annexure-III of Corrigendum-III		Maha-Metro Reply/Clarification stands modified to " Refer Annexure-I attached with Corrigendum-III"
13	Query no 102 Annexure-III of Corrigendum-III		Maha-Metro Reply/Clarification stands modified to "Only K1 & K2 posts CV's will be evaluated."
14	GCC sub-clause 6.4 Pg 109-111		<p><u>Add the following sub clause to GCC 6.4 in continuation:</u></p> <p>(e) The Consultant shall submit the proof of registrations under various fiscal and labour laws (whichever is applicable as per nature of work) like Income Tax, GST, Profession Tax, Central Excise, Import Export Code, Employee State Insurance, Provident Fund, Maharashtra Labour Welfare Fund, Local Body Tax (as the case may be) and shall submit an undertaking that he will get registered with the competent authority/ies for complying with various laws as applicable.</p> <p>(f) Should the Employer, during execution of the contract, obtain a waiver of any taxes, if applicable, in full or part thereof, the Consultant will be advised on the process to be followed to obtain exemption /refund of such taxes, duties etc., from the concerned Authorities. In case of failure by the Consultant to obtain and remit the refund within reasonable time (to be decided by the Employer & intimated to contractor) to the Employer, the same will be recovered by the Employer from the amounts due as payment to the Consultant or as debt due from the Consultant. The decision of the Employer shall be final and binding. If the Contractor fails to</p>


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			<p>take the required action to obtain refund or exemption, the Employer may take action in accordance with condition of Contract.</p> <p>(g) The Consultant shall maintain meticulous record of all the taxes and duties paid to various department in connection to this work and the same required to be submitted as and when required by the Employer.</p> <p>The Consultant also will have to submit 'No Dues Certificate' for the year / period as and when required by Employer.</p> <p>The full and final payment to Consultant will be made only after documents as required above are furnished by him and checked by Employer.</p> <p>(h) Labour Welfare Fund, ESI, PF and other labour related payments:</p> <p>a. Payment of statutory dues or other dues within stipulated time shall be primary responsibility of the Consultant.</p> <p>b. Employer at no point of time shall be responsible for the same.</p> <p>c. Consultants shall certify on annual basis that there are no unpaid dues relating to persons working in Employer's work.</p> <p>d. Employer has a right to recover any unpaid dues from the Consultant in the event of default at his part.</p> <p>(i) Income tax</p> <p>a. All payments shall be subject to TDS provisions in force from time to time.</p> <p>b. The Bidders are expected to submit certificates from</p>

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			<p>competent authorities for lesser / non-deduction of TDS.</p> <p>(j) Local Body Tax The Consultant shall certify on periodical basis that Local Body tax has been paid on all supplies to MAHA-METRO</p> <p>(k) General Clause a. In case if MAHA-METRO project is approved for exemptions from any tax, duty, cess, levy at a date later than the date of award of Bid the benefit so accruing to the Bidder shall be passed on to MAHA-METRO. Appropriate changes will be made to the Contract Price in such cases. b. The Consultant shall provide MAHA-METRO an authority to deduct such amounts from any sum payable to the Consultant by MAHA-METRO. c. In case of change in taxation regime, the Consultant shall comply with the statutory requirements and provide MAHAMETRO with such documents / certificates / declaration as may be stipulated by MAHA-METRO from time to time. d. All bill raised should specifically state the amount of taxes charged separately in detail. e. The bills should mention all the required statutory details including the registration numbers with various statutory authorities, declarations, formats as required under various statutory laws / regulations. f. MAHA-METRO shall at no point of time will be responsible for payment of taxes, duties, cess, levy, rates, royalty other than which are mentioned in the bidding Documents and recovered by the Consultant in their bills submitted periodically. No recoveries</p>

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			will be entertained by MAHAMETRO for demands raised by the Consultant at later stage. In case of nonpayment of statutory taxes and duties by contractor to government authorities, Employer reserves the right to recover the same from outstanding against the Consultant including Performance Security.

Robertson

Edoo


 NAGPUR METRO

