

Corrigendum-I**Pre-Bid Queries & Reply**

Name of work: CONSTRUCTION OF SEVEN ELEVATED METRO STATIONS AND THREE AT GRADE STATIONS (NORTH SOUTH CORRIDOR) VIZ. CONGRESS NAGAR TO KHAPRI AND VIADUCTS BETWEEN CH: 7/850 TO 8/030 AND CH: 8/574 TO 9/692 IN REACH-1.

Date of Pre-Bid Meeting: 22/03/2016

Tender no N1C-04/2016

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
1.	Pg.26 Section II	Cl. ITB 1.4 - BDS	The successful Bidder has to establish its Office at Nagpur if it does not have at present. The cost and expenses for setting up the said office(s) will be deemed to have been included in the Bill of Quantities and no separate / extra /additional payment will be made on this account.	This condition kindly be waived off as the establishment of office at any location for a single project would attract heavy expenses which ultimately will be chargeable to the project itself.	Request cannot be acceded to
2.	Pg. 35, Section II	Cl. ITB 14.11-BDS	As per Notification No. 25/2012 – Service Tax Act (dated 20.6.2012) under section 93(1) read with section 66(B) of the Finance Act, by way of erection, construction, commissioning or installation of original works pertaining to railways including monorail or metro are exempted from the whole of service tax leviable thereon. The said notification is applicable for main contractors and even for subcontractors. The Bidders shall examine his own assessment in regard to service tax liability in the contract. No separate tax reimbursement	The service tax exemption for the metro rail / mono rail is withdrawn w.e.f 1.03.2016 and thus will be attract service tax. We request you to kindly consider reimbursement of service tax paid by the contractor.	Taxes prior to Base date i.e 28 days prior to latest date of submission of Bid is deemed to be inclusive of price quoted by Bidder. Ref. ITB Cl. 14.7. Any change in legislation of Taxes after Base Date shall be accounted for separately and It is applicable both way (Reimbursement & Deduction) as specified in Particular Condition, Part-B. S.No. 44.

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			will be made by NMRCL.		
3.	Pg.36, Section II	ITB 19.1 -BDS	A Bid Security is required in two parts (In Indian Rupees or equivalent USD): (a) INR 4.50 (Four point five) Million as cash by RTGS/ NEFT/ Credit Card as per procedure given e-tender portal. (b) INR 17.50 (Seventeen point five) Million in form of unconditioned guarantee issued by any Nationalized or Scheduled Commercial Bank of Indian origin or Scheduled commercial foreign bank having business office in India. In the form of Bid Security as per Form 6 in Section-IV: Bidding Forms.	We request you that the bid security be accepted in the form of Bank Guarantee	Request cannot be acceded to
4.	Pg.30 of 122 Part II - Section – VII GS	Cl. 2.1.9.1 v	NOC & Approval of schemes of Diversion of Utilities from the concerned regulatory / statutory / Local Authority is the responsibility of the Contractor	Kindly exempt us of obtaining the said NOCs and approvals. These may kindly be taken care of by NMRCL and oblige.	NOC / permission for diversion of utilities is in the scope of NMRCL. However all necessary documentation/details plan of diversion required, including duration etc. will be submitted by the contractor.
5.	Pg.35 of 122, Part II - Section - VII GS	Cl. 2.7	Land for casting yard, batching plant and other activities shall be identified by the Contractor and cost towards it shall be borne by contractor. In case land is made available by NMRCL, contractor shall pay the rent for the same. This land shall be made good for such offsite activities as needed by the Contractor at no extra cost to the employer. The land shall be cleared from debris, all structures made by the	We request you to provide land for labour hutment, site offices, stores, casting yards, fabrication yards etc. nearby site at free of cost.	Request cannot be acceded to. However NMRCL may assist as require to the extent possible.

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			contractor including, RCC footings and rafts etc. and reinstated to the line and level and to the same conditions as existed before the work started before handing over back to the Employer within 90 days after completion of work without any extra cost to NMRCL. The final bill shall be released to the contractor after all structures are removed & clearance of site A mechanical tyre washing plant shall have to be installed by the contractor for the vehicles leaving the depot to avoid the spillage on the connecting roads		
6.	Page No. 118 Part 3 - Section IX	cl. 22	The performance security will be in the form of a Bank guarantee in the amount(s) of 10% (ten percent) of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.	We request you to accept performance security in the form of Bank guarantee for an amount equivalent to 5% of the contract price as practiced by most of the government organizations.	Request cannot be acceded to
7.	Page No. 119, Part 3 - Section IX	cl. 31	Total amount of Delay damages for not achieving the above target dates will not exceed 10% of accepted contract price. Delay damages	Kindly reduce the ceiling of maximum liquidated damages to 5% of the contract as practiced by most of the government organizations.	Request cannot be acceded to
8.	Page No. 121, Part 3 - Section IX	cl. 38	advance payment of 5% (Five Percent) of the Accepted Contract Amount payable in single installment - in the currencies and proportions in which the Accepted Contract Amount is payable, interest @ 12% per annum	We request you to pay us an interest free mobilization advance @ 10% of contract amount and oblige. We further request you to grant us Plant and machinery advance @ 5% of contract price and secured advance @ 90% of the cost of the material brought at site.	An interest free Advance payment of 10% (Ten Percentage) of the Accepted Contract Amount payable in two installments - 5% (Five percent) in first installment and 5% (Five percent) in second installment - in the currencies and proportions in which the Accepted Contract Amount is payable. The first installment shall be paid

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					<p>after the award of Letter of Acceptance, submission of the Performance Security, undertaking and Guarantees, Advance Payment Bank Guarantee @110% of required advance amount issued from scheduled commercial bank of Indian or Foreign origin having business office in India and signing of the Contract Agreement.</p> <p>The second installment shall be paid after satisfactory utilization of the first installment. The Contractor shall be required to submit the 'Utilization Certificate' for all Advances received by them from the Employer under the Contract.</p> <p>This Utilization Certificate shall be duly verified by Engineer.</p> <p>Request for plant & machinery advance & secured advance against material cannot be acceded to.</p>
9.	Page No. 121, Part 3 - Section IX	cl. 40,41	Percentage of Retention - 0 (Zero) Limit of Retention Money - The aggregate amount of the Performance Security and the Retention Money shall not exceed 10% (ten percent) of the Accepted Contract Amount	We request you that the limit for the aggregate amount of the Performance Security and the Retention Money may kindly be reduced to 5% (five percent) of the Accepted Contract Amount and oblige	Request cannot be acceded to.
10.				We request you to kindly incorporate bonus / incentive clause for early	The bidder will be eligible for incentive payment at the rate of

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				completion of the works.	<p>INR 5 Lacs per day, if he completes the work in all respects and certified by the Engineer to that effect, earlier reckoned from the date of scheduled completion date stipulated in the agreement, subjected to a maximum of INR 6 Crores.</p> <p>Engineer's decision in regard to payment of incentive and the amount thereof shall be final and Binding on the contractor, without any right to appeal.</p> <p>This incentive clause is not tenable in case of grant of EOT due to any reason whatsoever.</p>
11.				Considering the quantum and complexity of the work involved in this tender, we request you to kindly extend the due date of submission of tender by at least one month after the issuance of pre-bid clarifications	<p>Revised date of submission: Up till 16.00 Hrs, Dt. 09.05.2016</p> <p>Revised date of opening: At 16.00 Hrs., Dt. 11.05.2016 or as may be decided by NMRCL</p>
12.	Pg-63 PART 1: Bidding Procedures	Cl. 4.2 (a) SECTION-III: Evaluation & Qualification Criteria	<p><u>Specific Construction & Contract Management Experience</u></p> <p>A minimum number of similar contracts specified below that have been satisfactorily and completed as a prime contractor, joint venture member3 during last 7 (seven) years i.e., up till 31.12.2015: i)Construction of Elevated Metro Stations:</p>	<p>We request that the construction experience of last 10 years may please be considered for evaluation of specific construction experience.</p> <p>In one hand Joint Venture is allowed and if the JV Member is having more than 65% share in the previous JV, the majority member's credential will be accepted as 100% in full. However it is</p>	Accepted

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			<p>a) at least 6 Stations in one single contract and viaduct length more than 800 m OR b) at least 8 Stations in two contracts combined and viaduct length more than 800 m OR c) at least 9 Stations in three contracts combined and viaduct length more than 800 m. Note: In similar work, the experience of construction of stations for high speed rail, tramway, sub-urban rail, etc. shall not be considered. ..</p> <p>All parties (combined)- Must Meet</p> <p>Each Member- N/A</p> <p>Any one member- Must Meet</p>	<p>mentioned that all party combined must meet and also any one member must meet the Clause 4.2a & 4.2b, 4.2C - Experience and Q & EHS criteria.</p> <p>If one member has to meet all criteria in all respect, in that case why should the member satisfying 100% criteria of 4.2 shall take another member in JV. Further one member without any similar Experience as per 4.2a, 4.2b & 4.2C may also be taken as a member of JV. This may lead to inequality.</p> <p>We hereby attach a previous tender sample of MEGA Ahmedabad wherein you would find that in the similar clause and in the same column it is mentioned Not Applicable for Any one Member, but JV to meet criteria collectively. And experience is to be met by all the JV members in combined fashion.</p> <p>Therefore our contention is it may be a typographical error. Therefore request you to kindly look into this for deletion of this criteria of "Any One member must meet" and clarify accordingly.</p>	<p>Request cannot be acceded to:</p> <p>Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria is being annexed as Corrigendum-III</p>
13.	Pg. 63	Cl. 4.2 (b) SECTION-III: Evaluation & Qualificatio	<p><u>Key Experience</u> For the above and any other contracts completed and under implementation as prime contractor, joint venture member on the period stipulated in 4.2 (a) above, a</p>	As above	Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria is being annexed as Corrigendum-III

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		n Criteria	<p>minimum construction experience in the following key activities successfully completed5:</p> <p>(i) Bidder should have executed minimum 4000 m of piles of minimum diameter 1000 mm by Rotary Drilling Hydraulic rigs in city area, in a continuous period of 12 months during the last Five years ending 29.02.2016.</p> <p>It can be cumulative of any number of projects in Continuous 12-month duration in city limits. It may be noted that continuous period shall be only one single defined period within the Above 5 years even for the JV partners).</p> <p>(ii)Bidder should have executed minimum 50000 cu.mof concrete works in any 1 years during last 3 years.</p>		
14.	Pg. 63	Cl. 4.2 (c) SECTION-III: Evaluation & Qualificatio n Criteria	<p><u>Quality & EHS Qualification Criteria</u></p> <p>1. The Bidder must have Environmental Management Certificate ISO: 1400</p> <p>2.The Bidder must have Quality Management Certificate ISO: 9001/ DNV/ TUV/ JAS-ANZ/equivalent</p> <p>3.The Bidder must have Health and Safety Certificate OHSAS: 18001 The bidder must agree to deploy at least two key personnel having Environment expertise of minimum ten years in sites management measure and the second one in social works With min. 10 year experience.</p>	As above	Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria is being annexed as Corrigendum-III
15.	Pg: 63 &64,	C1 4.2(b) Section-III Evaluation	<p><u>Key Experience</u></p> <p>"(i) Bidder should have executed</p>	(It may be noted that continuous period shall be only one single defined period within the above 5 years even	Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria is being annexed as

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		& Qualification Criteria of Part-1	minimum 4000 m of piles of minimum diameter 1000 mm by Rotary Drilling Hydraulic rigs in city area, In a continuous period of 12 months during the last five years ending 29.02.2016. It can be cumulative of any number of projects in continuous 12-month duration in city limits.	for the JV partners)".	Corrigendum-III
16.	Pg:6 Part - 1 Bidding Procedures	Cl.4.1 Eligible Bidders	The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract.	The authorized representative may be any member i.e. other member also of the JV who will have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract.	The authorized representative from lead member only shall be signatory of the bid. (Ref. Form-9. Section-IV of Part-1)
17.	Pg: 16 Part - 1 Bidding Procedures	Cl. 19.8 Bid Security	The bid security or a Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid.	The bid security or a Bid-Securing Declaration can be submitted by any one member on behalf of the JV.	The bid security, as specified in Section-II BDS, Cl No. 19.1 can be submitted by JV/Consortium or lead member only on behalf of the JV/Consortium.
18.	Pg.16 Part - 1 Bidding Procedures	Cl.20.3 Format and Signing of Bid	National Competitive Bid (NCB)	It should be International Competitive Bid (ICB)	Corrected as "ICB"
19.	Pg.26 Part - 1 Bidding Procedures	Cl. ITB 4.1 Section II Bid Data Sheet	Lead member must have more than 50% participation in the JV / Consortium and other members shall have minimum 20% participation	We presume that any member in the JV can become the Lead Member of the JV. The other members in JV having 20% participation his technical criteria will be considered for qualification and Lead Member having 80 % participation in JV meeting Financial Criteria.	(a)Lead member should not have less than 40% participation in the JV / Consortium and other members shall have minimum 20% participation. (b)Ref Revised / Corrected Cl. No. 3 & 4 of Section –III, enclosed as Corrigendum-III,

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20.	Pg:27 Part - 1 Bidding Procedures	Cl. ITB 4.7 Section II Bid Data Sheet	A firm, who has purchased the Bid Document in his name, can submit the Bid Either as individual firm or in JV / Consortium subject to the condition that the firm who has purchased the Bid Document in its own name, must be the Lead member in the proposed JV/ Consortium.	(i) Please confirm that the tender Purchased by other partner (Not Lead Partner) individual can also submit the tender in JV with Lead Partner. (ii) Please confirm that no online registration is required of the JV for Purchase & Submission of Tender jointly. Any Partner either other Partner or Lead Partner can do registration & submission of Tender with his DSC on behalf of JV.	(i) Request cannot be acceded to (ii) The lead member can get registered, purchase the bid & submit the bid using his DSC, subjected to authorization as per Section-IV of bid document.
21.	Pg:28 Part - 1 Bidding Procedures	Cl. ITB 4.13 (b) Section II Bid Data Sheet	Nomination of one of the Members of the Consortium or Joint Venture to be in-charge ("Lead member"); and this authorization shall be covered in the Power of Attorney signed by the legally authorized signatories of all Members of Consortium or Joint Venture.	Any member in the JV can be nominated as ("Lead member"); of the JV and this authorization shall be covered in the Power of Attorney signed by the legally authorized signatories of all Members of Consortium or Joint Venture.	(i) Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria is being annexed as Corrigendum-III , (ii) Subjected to authorization as per Section-IV Form- 8 & 9 of bid document (iii) The condition of bid documents Cl.4.13 (b) prevails.
22.	Pg:28 Part - 1 Bidding Procedures	Cl. ITB 4.13 (e) Section II Bid Data Sheet	In case of the Bidder being Successful, the JV / Consortium Agreement shall be registered in India (preferably at Nagpur) so as be legally valid and binding on all partners / members.	In case of the Bidder being Successful, the JV / Consortium Agreement shall be registered at any place in India so as be legally valid and binding on all partners / members. The JV Agreement to be submitted with Bid (before award of contract) can be registered anywhere in India. Please clarify and confirm for both aspects.	Accepted. Accepted,

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23.	Pg:33 Part - 1 Bidding Procedures	Cl. ITB 11.4.1 (Additional Para) (i) Section II Bid Data Sheet	Complete bid documents along with addendum/ corrigendum/clarifications issued online to be uploaded by bidder on E-Tender portal of NMRCL through the digital signature of the Bidder	The Complete documents issued by NMRCL are only to be uploaded by DSC of Authorized Signatory only. The seal & sign on each page for all tender documents issued by NMRCL are not required. Please Clarify and confirm.	The complete bid document including all corrigendum, addendum, clarifications and Reply of queries is to be downloaded by bidder. The down loaded soft copy shall be again uploaded to e-portal of NMRCL by logging in through digital signature of bidder. Physical Seal & sign on each page of tender document is not required. The enclosures /certificates as specified in bid document are to be signed & stamped, and scanned copy should be uploaded along with the bid document.
24.	Pg:33 Part - 1 Bidding Procedures	Cl. ITB 11.4.1 (Additional Para) (i) Section II Bid Data Sheet	Complete bid documents along with addendum/ corrigendum/clarifications issued online to be uploaded by bidder on E-Tender portal of NMRCL through the digital signature of the Bidder	The Bidders/JV consortium can instead give undertaking for acceptance of all NMRCL Tender documents and uploading of all documents can be exempted by NMRCL.	The complete bid document including all corrigendum, addendum, clarifications and Reply of queries is to be downloaded by bidder. The down loaded soft copy shall be again uploaded to e-portal of NMRCL by logging in through digital signature of bidder.
25.	Pg:36 Part - 1 Bidding Procedures	Cl. ITB 19.1 C Section II Bid Data	A scanned copy of this BG is to be uploaded online and the Bidder should ensure physical submission of the original bank guarantee at the office of NMRCL at	Please confirm that only BG is to be submitted in Physical form and all other documents are to be uploaded online only.	Only BG is to be submitted physically within 3 working days after the last date of submission of bid.

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		Sheet	address specified in Bidding Documents, within 3 working days from the time and last date scheduled for handing over the Bidding Documents (online).	If any other documents to be submitted in physical please mention.	
26.	Pg:59 Part - 1 Bidding Procedures	Cl. ITB 19.1 C Section III 3.1 Financial Capabilities	(i)The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as INR 370 million (or USD equivalent on the day of bid submission) for the subject contract(s) net of the Bidder's other commitments	In Case of JV- Requirement of liquidity as required can be fulfilled by any one partner of JV.	Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria is being annexed as Corrigendum-III
27.	Pg:65 Part - 1 Bidding Procedures	Cl: Section II Special Notes 2.	Bidders may associate with an EMP contractor as a sub-contractor after award of the work subjected to the approval of NMRCL.	Please clarify that MOU to be done for participation in JV with EMP contractor can be done after award of contract If it is to be done with bid submission then same EMP contractor can do MOU with more than one bidder please clarify and confirm.	No MOU required at the time of bidding. Successful contractor shall apply along with the credential of EMP sub-contractor and obtain approval of NMRCL for EMP sub-contractor For eligibility criteria of EMP sub-contractor, ref. Annexure-A of Corrigendum-II,
28.	Pg.63 Part - 1 Bidding Procedures SECTION-III: Evaluation & Qualification	Cl.4.2 (a) Specific Constructio & Contract Managemen t Experience	A minimum number of similar contracts specified below that have been satisfactorily and completed as a prime contractor, joint venture member ³ during last 7 (seven) years i.e., up till 31.12.2015: i) Construction of Elevated Metro Stations:	We request you to consider as A minimum number of similar contracts specified below that have been satisfactorily and completed as a prime contractor, joint venture member ³ during last 7 (seven) years i.e., up till 31.12.2015: i) Construction	Ref: Corrected / Revised, Section - III Evaluation & Qualification Criteria is being annexed as Corrigendum-III

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	Criteria		<p>a) at least 6 Stations in one single contract and viaduct length more than 800 m OR</p> <p>b) at least 8 Stations in two contracts combined and viaduct length more than 800 m OR</p> <p>c) at least 9 Stations in three contracts combined and viaduct length more than 800 m.</p> <p>Note: In similar work, the experience of construction of stations for high speed rail, tramway, sub-urban rail, etc. shall not be considered.</p>	<p>of Elevated/ Underground Metro Stations:</p> <p>We presumed that as per the note given below in this clause, the Underground Metro Station should also be considered for similar work along with elevated Metro Station.</p> <p>Please Clarify and Confirm</p>	
29.	Pg.63 Part - 1 Bidding Procedures SECTION-III: Evaluation & Qualification Criteria	Cl. 4.2 (a) Specific Construction & Contract Management Experience	<p>A minimum number of similar contracts specified below that have been satisfactorily and completed as a prime contractor, joint venture member during last 7 (seven) years i.e., up till 31.12.2015:</p> <p>i) Construction of Elevated Metro Stations:</p>	<p>We request you to allow substantial completion portion of work which have been completed 90% of the ordered value for qualification criteria.</p> <p>Therefore, we request you to consider as A minimum number of similar contracts specified below that have been satisfactorily and completed/Substantially completed 90 % value of work of ordered value as a prime contractor, joint venture member during last 7 (seven) years i.e., up till 31.12.2015: i) Construction of Elevated Metro Stations:</p>	Reply of Pre-Bid queries at S.No. 94 below
30.	Pg.63 Part - 1 Bidding Procedures SECTION-III:	Cl. 4.2 (a) Specific Construction & Contract	<p>A minimum number of similar contracts specified below that have been satisfactorily and completed as a prime contractor, joint venture member during last 7 (seven) years i.e., up till 31.12.2015:</p>	<p>We request you to please consider that if a company have similar work experience of construction of elevated metro station but if the no. of metro station required cannot be meet alone</p>	Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria is being annexed as Corrigendum-III

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	Evaluation & Qualification Criteria	Management Experience	i) Construction of Elevated Metro Stations: a) at least 6 Stations in one single contract and viaduct length more than 800 m OR b) at least 8 Stations in two contracts combined and viaduct length more than 800 m OR c) at least 9 Stations in three contracts combined and viaduct length more than 800 m.	through elevated metro station project then the underground Metro Station together combined with elevated metro station should be considered for qualification. Please Clarify and Confirm.	
31.	General	General	Due date extension	With reference to the above, it is to inform you that we are interested to participate in the bid for above. Prior to submission of our bid, we have to carry out various activities such as estimation, BOQ rate analysis work, JV agreement preparation etc. According to the volume of work required, the time framed is very less and therefore we request you to please extend the bid due date for submission of bid for 3 – 4 weeks from actual date of submission.	Revised date of submission: Up till 16.00 Hrs, Dt. 09.05.2016 Revised date of opening: At 16.00 Hrs., Dt. 11.05.2016 or as may be decided by NMRCL
32.	Pg:27 Part -1 , Section II (Bid Data Sheet),	Cl. ITB 4.11	Every Bidder, be it a single entity or a consortium, is required to submit along with its Bid a Power of Attorney duly signed and stamped and supported by its Board resolution/Directors..... The formats of the Power of Attorney as well as the board resolution are provided in Section IV: Bidding Form (Form 9).	The Board Resolution is generally prepared during a meeting when all the Board Members are present. This meeting is conducted generally four times in a year. In that case to have a new Board resolution would be feasible when the next board meeting is conducted.	Request cannot be acceded to. RFP conditions prevails.

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				Can the bidder thus have the already prepared standard Board Resolution giving the authority to a person to sign or sub delegate the power to sign the bids. Though the POA can be made in the format provided in the document. Kindly confirm.	
33.	Pg:3 Part -1 , Section II (Bid Data Sheet),	Cl. ITB 19.1	A Bid Security is required in two parts (In Indian Rupees or equivalent USD): (a) INR 4.50 (Four point five) Million as cash by RTGS/ NEFT/ Credit Card as per procedure given e-tender portal. (b) INR 17.50 (Seventeen point five) Million in form of unconditioned guarantee issued by any Nationalized or Scheduled Commercial Bank of Indian origin or Scheduled commercial foreign bank having business office in India.	It is requested that the Bid security of total Value i.e. Rs 22 Million may be considered in form of Bank Guarantee in lieu of having one of its apart in RTGS/NEFT	Request cannot be acceded to
34.	Part -2, Work Requirement , Section VII A- General Specification	1. General 2)	The Contractor shall be responsible for obtaining all necessary approvals from the relevant. Public/Government/Local/Statutory or any agencies in the design and Construction of the works.	Contractor shall be responsible for the construction related approvals only. Since design is not in the scope of contractor, having design approvals shall not be in the scope of contractor. Kindly confirm	NMRC shall obtain all statutory permissions, NOC, Clearance, approval of design pertaining to main works of METRO. However successful bidder has to obtain all statutory permission NOC, clearance pertain to their plant, yards, other temporary works/structures, establishments, hutments and others allied work of their own use.
35.	PART 4: Financial Bid & Bill of		BOQ Provided is in PDF Format.	To facilitate the faster working on the Tender, it is requested that the BOQ may also be provided in the excel	It is standard practice to provide Bid Document in PDF format,

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	Quantities			format	Hence request cannot be acceded to
36.	E- Tender Notice		Date & Time of submission of Tender : Online submission up till 16.00 Hrs. on 21/04/2016 in NMRCL's e-tender portal	There are items for which quotations are required from specialized agencies. It is requested that the time of submission of bid may kindly be extended by 15 days i.e. by 5/5/2016	Revised date of submission: Up till 16.00 Hrs, Dt. 09.05.2016 Revised date of opening: At 16.00 Hrs., Dt. 11.05.2016 or as may be decided by NMRCL
37.	Pg: 7 Part -1, Section I (Bidding Procedure),	Cl.4.2 (f)	A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder: (f) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid	May please inform the name of the design consultant for this tender.	M/s. L&T Infrastructure Engineering Limited, Chennai
38.	Part-2: Work Requirement VII-A : General, Specifications, Page 35 of 122	2.7, Casting Yard	Land for casting yard, batching plant and others activities shall be identified by the contractor and cost towards it shall be borne by contractor. In case land is made available by NMRCL, contractor shall pay the rent for the same.	Kindly confirm whether land for casting yard setup is available with NMRCL, If so, requested to provide location & rent for same.	No land for casting yard is available with NMRCL at present.
39.	Part-2: Work Requirement VII-A : General, Specifications, Page 44 of 122	11, Traffic Management	If the contractor shall carry out the works so as the minimize disruption to road and pedestrian traffic. The contractor shall prepare his traffic management plan based on his proposed construction methodology in co-ordination with Engineer and in conjunction with Nagpur Police. He shall comply strictly with the approved plan during construction of his work. The design shall provide for temporary road decking wherever necessary to provide minimum no of traffic lanes as agreed with Nagpur	It is under stood that if any land is required to comply with instruction of Traffic Police for maintaining proper traffic flow, same shall be arranged by NMRCL. Please confirm.	The traffic movement / diversion planning shall be done by successful bidder in coordination with traffic department & NMRCL, in such a way that the existing traffic can be accommodated in available space and no extra land is required, However in exceptional locations/ cases, if opined by Traffic Police of Nagpur, the extra space/land

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			Traffic Police.		required may be arranged by NMRCL in co-ordination with local administration.
40.	Section-IX, Particular condition of contract, Page 125	2 Sub-clause 1.9, Delayed drawing or Instruction	If the contractor suffers delay and /or incur cost as a result of failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1[Contractors Claim] to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion]	It is understood that the relevant compensation in terms of additional cost shall also be made to contractor. Please confirm.	Request cannot be acceded to RFP condition prevails.
41.	Section-IX, Particular condition of contract, Page 126	3 (Sub-Clause 2.1 Right of Access to the Site)	For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time & no monetary claims whatsoever shall be paid or entertained to this account.	It is experienced at times there has been considerable delays in issuing ROW's. Thus to protect Contractor from incurring any undue expenses towards in idling/ underutilization of resources due to these unpredictable expenses, it is requested that contractor be suitably compensated in terms of time & cost for any delay in handing over of site. Also requested to provide tentative schedule for release of front & drawings, so as to enable contractor for proper planning.	Request cannot be acceded to
42.	Section-IX, Particular condition of contract,	17 (Sub-Clause 4.22- Security of site & Safety	The Contractor shall throughout of work..... (a) Take full responsibility for the adequacy, stability, safety and	It is understood that the contractor shall be responsible for security of their part of scope of work only and overall security of project stretch shall	Agreed, till handing over & DLP of their scope of work.

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
	Page 136	of work)	security of the Work, Plant.....	be taken care by Employer, Please confirm	
43.	Section-IX, Particular condition of contract, Page 157	45 (Sub-Clause 13.8 – Adjustment for change in Cost/Change in Legislation		Formula prescribed in the said para is not readable, please issue the readable copy of same.	May be downloaded from e-tender portal of NMRCL
44.	Section-IX, Particular condition of contract, Page 159		<p>W_{cc}: Unit price cement of ACC Ltd, Chanda Cement Works, Chandrapur on INAMPRO portal on the date of date of opening of bid.</p> <p>W_{cc}: Unit price cement of ACC Ltd, Chanda Cement Works, Chandrapur on INAMPRO portal on the date of date of opening of bid.</p>	To have a fair compensation, it is requested to consider the price of cement which is actually being consumed in majority for project work during the relevant month.	Request cannot be acceded to
45.	Section-IX, Particular condition of contract, Page 164	48 (Sub-Clause 14.2.1)	Should there be delay in the progress and completion of work, as a result of which it is not possible to recover the advance and interest thereon, before the date of completion stipulated in the contract, then the interest to be charged from the contractor on the remaining portion of the advance beyond the original completion date specified in the contract, shall be the state bank of India base rate plus 3% per annum or 12% per annum, whichever is higher up to the date of actual recovery affected by the NMRCL.	<p>In case of deficit in revenue generation through RA bills due to unavailability of sufficient front or drawings;</p> <p>It is requested to differ the repayment schedule of mobilization advance proportionately and not to levy any interest on contractor. This will help in avoiding liquidity crunch for project work and any adverse impact on project progress.</p>	Request cannot be acceded to . RFP conditions prevails.
46.	Section	48(Sub	Payment Procedure shall be as under:	It is requested that the release of	<u>Stands amended as:-</u>

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
	IX,particular condition of contract, page 165	Clause 14.7,payment)	c) The remaining 20% of the bill shall be released by detail scrutiny and subsequent comments / Recommendations by Engineer.	balance 20% of the bill payment shall be made within 20 days and complete payment of 100 % of approved bill amount be made within 28 days from Submission of bills.	The remaining 20% of the bill shall be released after detail scrutiny and subsequent comments / Recommendations by Engineer within 28 days from the date of submission of bill by contractor.
47.	Section IX,particular conditions of contract, page 166	50 (Sub clause 14.8-Delayed payment)	If the contractor does not receive payment/certificate for acceptance of payment in accordance with GC and PC Clause 14.7 above, the contractor shall be entitled to receive interest on the amount unpaid during the period of delay. This period of delay shall be deemed to commence from the first working day after 56 calendar days from the date of issue of the interim payment Certification.	Please consider the period of delay to be deemed to commence from the first working day after payment becoming due the contractor in terms of sub-Clause 14.7.	Request cannot be acceded to. RFP condition prevails.
48.	Section X1-SHE Manual, Page 312	Penalty & Awards		There are Stringent penalty norms prescribed therein. While we are committed to adhere the same, it is requested to make procedures to issue a Notice to contractor with Timeline to rectify lapses observed, if any with target time for rectification. In case contractor still fails to adhere the same, penalty may be imposed. Thus allowing contractor time to make	Request cannot be acceded to. RFP conditions prevails.

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
				correction. Please confirm.	
49.	General			We understand that all the structures presently falling in between the stations to be constructed as per our scope of work, the same shall be demolished and site shall be handed over to contractor without any encumbrances. Kindly confirm.	Encumbrance free Site shall be made available progressively.
50.	Section-III: Evaluation & Qualification Criteria of Part-I, Pages Part-I: 63 &64,	C1 4.2(b)- Key Experience	Please refer clause: it is prescribed that "(i) Bidder should have executed minimum 4000 m of piles of minimum diameter 1000 mm by Rotary Drilling Hydraulic rigs in city area, In a continuous period of 12 months during The last five years ending 29.02.2016. It can be cumulative of any number of projects in continuous 12-month duration in city limits. (It may be noted that continuous period shall be only one single defined period within the above 5 years even for the JV partners)".	In India generally piling work is being executed through Specialist sub-contractors. Some of the clients Viz. DMRC, MEGA are allowing Specialist subcontractor's experience for piling activity. In the recent notification, issued. By MEGA (Ahmedabad Metro Rail Corporation. They are considering Specialist subcontractor's experience for piling activity.	Request cannot be acceded to. RFP condition prevails.
51.	Part-1/ Section-I/ Page 7, Eligible Bidders	4.2	Conflict of Interest	Please clarify if the detailed design drawings issued by the Employer is prepared by a company that is a subsidiary of the Bidder, but the Bidder had no involvement/ participation of preparing the design, whether this would be considered conflict of interest.	Ref: Cl.4.2 (f), Pg: 7 Part -1, Section I (Bidding Procedure), The RFP clause is self-explanatory.

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
52.	Part-1/ Section-I/ Page 16, Format and Signing of Bid	20.2	The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.	This is an e-tender. Please clarify what needs to be written/ typed.	Ref; Section-II (BDS) for detail instructions & replacement / addition of certain ITB clauses.
53.	Part-1/ Section-I/ Page 35	ITB 14.11 (Additional Para)	As per Notification No. 25/2012 – Service Tax Act (dated 20.6.2012) under section 93(1) read with section 66(B) of the Finance Act, by way of erection, construction, commissioning or installation of original works pertaining to railways including monorail or metro are exempted from the whole of service tax leviable thereon. The said notification is applicable for main contractors and even for subcontractors. The Bidders shall examine his own assessment in regard to service tax liability in the contract. No separate tax reimbursement will be made by NMRCL.	Subsequent to the latest Budget 2016-17 of Gol, Ministry of Finance (Department of Revenue) has issued a notification of No.9/2016 - Service Tax dated 1st March 2016 stating that the contracts which are entered after 1st March 2016 for Metrorail construction Projects are liable for payment of Service Tax. The excerpts of the same are as mentioned herein below: Quote (vi) in entry 14, with effect from 1st March 2016, A. for item (a), the following shall be substituted, namely:- “(a) railways, excluding monorail and metro; Explanation:- The services by way of construction, erection, commissioning or installation of original works pertaining to monorail or metro, where contracts were entered into	All applicable Taxes prior to Base date i.e 28 days prior to latest date of submission of Bid is deemed to be inclusive of price quoted by Bidder, Ref. ITB Cl. 14.7. Any change in legislation of any kind of Taxes by Gol or GOM, after Base Date shall be accounted for separately and It is applicable both way (Reimbursement & Deduction) Ref. Particular Condition, Section-IX Part-B. S.No. 44. Read with Cl.No. 13.7, GCC, Section-VIII, Part-3

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
				before 1st March 2016, on which appropriate stamp duty, was paid, shall remain exempt." Unquote Hence request to consider service tax as a line item and same could be paid on producing documentary evidence.	
54.	Part-1/ Section-III/ Page 63	4.2 (b)	Key Experience:- Entire Requirement	Please clarify the projects referred under 4.2 (b) can be different from that of projects referred in 4.2 (a) Specific Construction & Contract Management Experience	This clause is self-explanatory.
55.	Part-1/ Section-III/ Page 66	5	12 Expert on Social Management: - Should have minimum 10 years of experience out of which minimum 5 Years of Experience in similar Metro Rail / Highway / Airport development projects.	There has been no such role in similar projects in the past. Request to provide more details on the roles & responsibility for this position.	Ref. SHE Manual, Section-XI, Part-3
56.	Part-1/ Section-III/ Page 66	5	13 Project Management Engineer: - Minimum experience of 5 years and should be expert in Auto Cad & project management software. Preferably 5D BIM specialized.	As this is a Construction only contract, BIM specialization may not be required. Hence, request to relax the requirement.	Request cannot be acceded to
57.	Part-1/ Section-III/ Page 67, Sl.No 1	6	Maximum permissible age for Piling equipment hydraulic rig is 5 years	Please allow for maximum permissible age for Piling equipment hydraulic rig as 10 years	Request cannot be acceded to
58.	Part-2/ Section-VII- A/ Page 13 & 14	2.1.2 (xxxi)/ 2.1.3 (xxii)	Scope of Work- Viaduct & Stations: - The contractor has to get necessary permission/ NOC from the railway, road and other concerned regulatory authorities for block and working in such locations. NMRCL will assist for getting them permission from concerned regulatory authorities for	Please consider getting approvals from Railways within the scope of NMRCL.	The proceeding for such permission shall be initiated by contractor. NMRCL will recommend, co-ordinate and assist for obtaining such permission from concerned regulatory authorities.

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
			working in such locations.		
59.	Part-2/ Section-VII- A/ Page 16	2.1.6 (d)	Scope of Work:- Widening of the road to maintain existing facility of two lane traffic on either direction after occupying 8m space on center of the road. The construction of the road shall be in accordance with the MORTH Specification. The payment for this work shall be paid as per relevant item of BOQ.	In areas where there is no sufficient space to widen the road, please consider going for one lane on either side.	The traffic movement / diversion planning shall be done by successful bidder in coordination with local Traffic Police department & NMRCL in such a way that the existing traffic accommodated in available space and no extra land is required, However in exceptional locations/ cases, suitable proposal from the contractor may be considered subjected to concurrence of Traffic Police Department.
60.	Part-2/ Section-VII- A/ Page 72	Appendix 2A	Appendix stands deleted (Work Areas)	Does this mean that NMRCL will not be providing any work area for the Contractor to set-up batching-plant and pre-casting facilities? Request to allot an area even if the Contractor has to bear the cost.	Successful Bidder has to make his own arrangements & obtain all statutory permission pertain to all kind of work establishment issues.
61.	Part-2/ Section-VII- B/ Page 134	8.3.2	Materials:- Cement Portland Slag Cement for Piling	Based on experience, the availability of Portland Slag Cement has been an issue. Moreover, most manufacturers have limited marketing representation for the same. Request to consider OPC with relevant mix design.	OPC can be used.

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
62.	Part-3/ Section IX/ Page 118	Sl.No 22	<p>The performance security will be in the form of a Bank guarantee in the amount(s) of 10% (ten percent)of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p>In the event of variations during the execution of the contract, which result in payments to the Contractor over and above the contract price, the Performance Security shall be adjusted in accordance with clause4.2 of GC.</p>	Request to limit Performance Security to 7.5% of the Accepted Contract Amount.	Request cannot be acceded to, RFP conditions prevails
63.	Part-3/ Section IX/ Page 121	Sl.No 38	<p>Interest free advance payment of 5% (Five Percent) of the Accepted Contract Amount payable in single installment - in the currencies and proportions in which the Accepted Contract Amount is payable.</p> <p>The advance amount shall be paid after the award of Letter of Acceptance, submission of the Performance Security, undertaking and Guarantees, Advance Payment Bank Guarantee @ 110% of required advance amount issued from Scheduled Commercial Bank of Indian or Foreign origin having business office in India and signing of the Contract Agreement.</p>	Request to pay an Interest free advance of 10% of the Accepted Contract Amount.	Accepted. Ref. Reply of query at S.No. 8 above.
64.	Part-3/ Section IX/ Page 121	Sl.No 39	<p>Repayment amortization rate of advance payment: - The recovery of the above Advance Payment shall be done in respective currencies and shall commence when 20% of the original contract value of the work has been paid in respective currencies (in addition to the Mobilization advance) and shall be recovered by deduction of 25% of the amount of each</p>	<p>Please reword as follows: The recovery of the above Advance Payment shall be done in respective currencies and shall commence when 20% of the original contract value of the work has been paid in respective currencies (in addition to the Mobilization advance) and shall be recovered by deduction of 20% of the</p>	Request cannot be acceded to. RFP conditions prevails.

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
			Interim Payment, until the total of the mobilization advance is recovered.	amount of each Interim Payment, until the total of the mobilization advance is recovered.	
65.	Part-3/ Section IX/ Page 121	Sl.No 41	Limit of Retention Money: - The aggregate amount of the Performance Security and the Retention Money shall not exceed 10% (ten percent) of the Accepted Contract Amount.	Please reword as follows: The aggregate amount of the Performance Security and the Retention Money shall not exceed 7.5% of the Accepted Contract Amount.	Request cannot be acceded to. RFP conditions prevails.
66.	Part-3/ Section IX/ Page 126	3 (2.1)	Rights of Access to the Site :- For any such delay in handing over of site, Contractors will be entitled to only reasonable extension of time and no monetary claims whatsoever shall be paid or entertained on this account.	Request to consider providing cost compensation along with extension of time for delays from the Employer in providing work front.	Request cannot be acceded to. RFP conditions prevails
67.	Part-3/ Section IX/ Page 126	3 (2.1)	Rights of Access to the Site: - Notwithstanding the actual Access Date, whether before or after the stipulated Access Dates, the Employer shall not accept any increase in cost to the Employer.	Request to provide the access dates at all station locations and viaduct.	The Engineer shall grant the Contractor right of access to or possession of Sites progressively after award of the work.
68.	Part-3/ Section IX/ Page 132	9 (4.7)	Setting Out :- If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's	Please confirm that the claim would consider cost compensation to Contractor for such events.	As decided by Engineer

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
			Claims] to an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion].		
69.	Part-3/ Section IX/ Page 158	45 (13.8)	Adjustments for Changes in Cost/ Change in Legislation: - Average of monthly Consumer Price Index for Industrial workers published in the Reserve Bank of India Bulletins as applicable to Nagpur area for the period of work under consideration.	Request to consider the rates as per Minimum Wages Act.	Request cannot be acceded to. RFP conditions prevails
70.	Part-3/ Section IX/ Page 158	45 (13.8)	Adjustments for Changes in Cost/ Change in Legislation :- All India Price Index (with base Oct '07 = 100) for Reinforcement bars (TMT-500) for primary manufacturers, issued by Central Public Works Department (CPWD)	Request to change from All India Price Index to CPWD- Nagpur/ Maharashtra Region Index.	Request cannot be acceded to. RFP conditions prevails
71.	Part-3/ Section IX/ Page 158	45 (13.8)	Adjustments for Changes in Cost/ Change in Legislation:- Wholesale Price Index (Averages) for Fuel & Power, as published in the RBI Bulletins for the period of work under consideration.	Request to change to index as per IOCL Bulletin.	Request cannot be acceded to. RFP conditions prevails
72.	Rahate Viaduct	Dwg no. R1/VIA/GA/006	I-Girder	Please provide the details of cross over where ever applicable in alignment drawing	There are two Cross-overs in the viaduct section as shown in the GAD. Please refer to dwg no.R1/VIA/GA/002.
73.	Rahate Viaduct	Dwg no. R1/VIA/GA/006	Portals	Please provide the location of portal piers in tender alignment drawing	The Portal Piers are marked in the drawings with numbering, " PP1, PP2, etc. " Please refer to dwg no.R1/VIA/GA/001 to 003.

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
74.		General	Pier & Pier cap	Please provide the pier and pier cap drawings for all types which is proposed for the project	Typical Pier and Pier arm details are shown in the tender drawing. Please refer to drawing no.R1/VIA/GA/005.
75.		General	Stations	Please provide the Max traffic openings & Min height clearance of stations construction activity	Minimum height clearance of stations during construction activity is 4.50m .
76.		General	Casting yard	Please provide the details of casting yard location and size of the casting yard	To be arrange by bidders at their own cost
77.		General	Casting yard	Please provide the details of bore log in proposed casting yard location.	To be arranged by bidders at their own cost, hence cannot provide
78.	Station	General	Utility	Please provide the available utility drawings for proposed alignment such as GAS/Water /Electrical/Tele communication line.	Most of the utilities has been shifted by NMRCL, hence no details could be provided.
79.	Station	General	UJWAL Station, JAIPRAKASH NAGAR & CHATRAPATI	Please confirm the viaduct at concourse level was under contractors scope	No. The viaduct shown at concourse level is a flyover which is not in the scope of this contract.
80.	Station	General	UJWAL Station, JAIPRAKASH NAGAR & CHATRAPATI	Please provide the numeration drawing for box girder at concourse level	The viaduct shown at concourse level is a flyover which is not in the scope of this contract.
81.	Station	General	UJWAL Station, JAIPRAKASH NAGAR & CHATRAPATI	Please confirm Launching girder can be used for erection of box girder at concourse level of stations.	The viaduct shown at concourse level is a flyover which is not in the scope of this contract.
82.	Station	General	UJWAL Station, JAIPRAKASH NAGAR & CHATRAPATI	Please provide the track level super structure details	The track level super structure for these stations is not in the scope of this contract.
83.	Station	General	UJWAL Station, JAIPRAKASH NAGAR & CHATRAPATI	Please provide the connecting truss details and confirm the erection can be done as a whole or part pieces assembling.	Fabrication of the truss shall be done in shop and the pieces shall be assembled in site after erection.

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
84.	Viaduct	General	GAD Drawing	Please provide the type of Super structures	I-Girder system is proposed as shown in tender drawing no.R1/VIA/GA/006.
85.	Viaduct	General	GAD Drawing	Please provide the pier wise span details in Alignment drawing	Typical span is of 20m and corresponding substructure details are available in GAD
86.	Viaduct	General	GAD Drawing	Please provide the type of piers & portal beams in alignment drawings	The Cantilever Piers are numbered as "P ₁ , P ₂ ,.....P _n " and Portal Piers are marked as "PP ₁ , PP ₂ ,.....PP _n . etc."
87.	Viaduct	General	GAD Drawing	Please provide the type of piers & portal beams in alignment drawings	The Cantilever Piers are numbered as "P ₁ , P ₂ ,.....P _n " and Portal Piers are marked as "PP ₁ , PP ₂ ,.....PP _n . etc."
88.	Viaduct	General	GAD Drawing	Please provide the sub structure tender drawings	The substructure details are available in Tender drawing nos. R1/VIA/GA/004 & 005.
89.	Viaduct	General	GAD Drawing	Please provide the obligatory span details & Corresponding sub structure and super structure drawings	The obligatory spans and substructure details are available in the provided GAD. For superstructure please refer to station drawing no. R1-9/RCN/S/004
90.	Viaduct	General	GAD Drawing	Please provide the Max traffic openings & Min height clearance of obligatory spans during construction activity	Minimum height clearance of stations during construction activity is 4.50m .
91.	Viaduct	General	AutoCAD drawing :- PDF drawings of the alignment plan are available	Please provide AUTO CAD drawings of the alignment drawings	Shall be provided to successful bidder if required.
92.	Viaduct	Dwg no. R1/VIA/GA/006	I-Girder	Please provide the details of I-Girders based on span configuration	Please refer to station drawing no. R1-9/RCN/S/004

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
93.	Part - 1 Bidding Procedures SECTION-III: Evaluation & Qualification Criteria	4.2 (a) Specific Constructio n & Contract Managemen t Experience Page -63	A minimum number of similar contracts specified below that have been satisfactorily and completed as a prime contractor, joint venture member3 during last 7 (seven) years i.e., up till 31.12.2015: i)Construction of Elevated Metro Stations: a) at least 6 Stations in one single contract and viaduct4 length more than 800 m OR b) at least 8 Stations in two contracts combined and viaduct length more than 800 m OR c) at least 9 Stations in three contracts combined and viaduct length more than 800 m. Note: In similar work, the experience of construction of stations for high speed rail, tramway, sub-urban rail, etc. shall not be considered.	We request you to consider as A minimum number of similar contracts specified below that have been satisfactorily and completed as a prime contractor, joint venture member3 during last 7 (seven) years i.e., up till 31.12.2015: i)Construction of Elevated/ Underground Metro Stations: We presumed that as per the note given below in this clause, the Underground Metro Station should also be considered for similar work along with elevated Metro Station. Please Clarify and Confirm	Ref: Corrected / Revised, Section-III (Evaluation & Qualification Criteria) annexed as Corrigendum-III
94.	Part - 1 Bidding Procedures SECTION-III: Evaluation & Qualification Criteria	4.2 (a) Specific Constructio n & Contract Managemen t Experience Page -63	A minimum number of similar contracts specified below that have been satisfactorily and completed as a prime contractor, joint venture member3 during last 7 (seven) years i.e., up till 31.12.2015: i)Construction of Elevated Metro Stations:	We request you to allow substantial completion portion of work which have been completed 90% of the ordered value for qualification criteria. Therefore, we request you to consider as A minimum number of similar contracts specified below that have been satisfactorily and completed/ Substantially completed 90 % value of work of ordered value as a prime contractor, joint venture member3 during last 7 (seven) years	Bidder as a single entity or as JV/Consortium already working for Station construction in any other Metro Rail Project and who have completed 80% of the awarded cost of the work (Financially), which should be explicitly mentioned in the Employer's certificate, shall be considered as

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
				i.e., up till 31.12.2015: i)Construction of Elevated Metro Stations:	<p>substantially completed work against the eligibility condition of this proposed tender. Client/Employer's certification is must in this regard. NMRCL reserve the right to get such certificate validated from the Employer.</p> <p>Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria annexed as Corrigendum-III</p>
95.	Part - 1 Bidding Procedures SECTION-III: Evaluation & Qualification Criteria	4.2 (a) Specific Construction & Contract Management Experience Page -63	<p>A minimum number of similar contracts specified below that have been satisfactorily and completed as a prime contractor, joint venture member³ during last 7 (seven) years i.e., up till 31.12.2015:</p> <p>i)Construction of Elevated Metro Stations:</p> <p>a) at least 6 Stations in one single contract and viaduct⁴ length more than 800 m OR</p> <p>b) at least 8 Stations in two contracts combined and viaduct length more than 800 m OR</p> <p>c) at least 9 Stations in three contracts combined and viaduct length more than 800 m.</p>	<p>We request you to please consider that if a company have similar work experience of construction of elevated metro station but if the no. of metro station required cannot be meet alone through elevated metro station project then the underground Metro Station together combined with elevated metro station should be considered for qualification.</p> <p>Please Clarify and Confirm.</p>	<p>Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria annexed as Corrigendum-III</p>

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
96.				<p>As further discussion we had today in the pre-bid meeting we can we can provide the completion certificate from the authority stating that 80% of the work is completed of the original order value of the project placed by the authority. So please amend the clause ordinary or amend the clause as requested by us in a previous mail as mentioned below.</p> <p>As 10% liquidity damage are applicable for delay part of contractor vise for early compilation of project subjected to maximum 10% of the order value bonus should be paid to contractor</p> <p>That tender document is silent on the conflict of interest case we request you to please implement the conflict of interest clause which is in standards followed by NHAI, MORTH, and DMRC, so please implement it.</p> <p>We request you to allow substantial completion portion of work which have been completed 90% of the ordered value for qualification criteria.</p> <p>Therefore we requested you to consider as a minimum number of similar contracts specified below that have been satisfactorily and complete / substantially completed 90% value of</p>	<p>Ref: Reply of Pre-Bid queries at S.No. 94 above.</p> <p>Ref: Reply of Pre-Bid queries at S.No. 10 above.</p> <p>Ref: Cl.4.2 , Pg: 7 Part -1, Section I (Bidding Procedure)</p> <p>The RFP clause is self-explanatory.</p> <p>Ref: Reply of Pre-Bid queries at S.No. 94 above</p>

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
				work of ordered value as a prime contractor , joint venture member during last 7 (Seven) years i.e. up till 31.12.2015	
97.	Part 1- Bidding procedure, Section III : Evaluation & Qualification Criteria,	Sr.No. 4.2(a), Page 60	A minimum number of similar contracts specified below that have been satisfactorily and completed as a prime contractor, joint venture member ³ during last 7 (seven) years i.e., up till 31.12.2015:	We request you to modify this clause as "A minimum number of similar contracts specified below that have been satisfactorily Substantially# completed as a prime contractor, joint venture member ³ during last 7 (seven) years i.e., up till 31.12.2015: # Substantial completion means at least 80% completion of the ongoing similar project.	Reply of Pre-Bid queries at S.No. 94 above
98.	Part 1- Bidding procedure, Section III : Evaluation & Qualification Criteria,	Sr.No. 4.2(a), Page 60	i)Construction of Elevated Metro Stations: a) at least 6 Stations in one single contract and viaduct length more than 800 m OR b) at least 8 Stations in two contracts combined and viaduct length more than 800 m OR c) at least 9 Stations in three contracts combined and viaduct length more than 800 m.	We request you to modify this clause as: " i)Construction of Elevated Metro Stations: a) at least 5 Stations in one single contract and viaduct length more than 800 m OR b) at least 7 Stations in two contracts combined and viaduct length more than 800 m OR c) at least 9 Stations in three contracts combined and viaduct length more than 800 m.	Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria annexed as Corrigendum-III
99.			Definition of Substantially completed works	We request to consider Substantially completed works means at least 80% completion of the ongoing similar project.	Ref: Reply of Pre-Bid queries at S.No. 94 above

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
100.			Definition of Similar work	We request to consider similar work means civil / structural work of Elevated Metro stations	Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria annexed as Corrigendum-III
101.	Part 1- Bidding procedure, Section III : Evaluation & Qualification Criteria,	Sr.No. 4.2(b), Page 63/64	Key Experience-(i) Bidder should have executed minimum 4000 m of piles of minimum diameter 1000 mm by Rotary Drilling Hydraulic rigs in city area, in a continuous period of 12 months during the last five years ending 29.02.2016. It can be cumulative of any number of projects in continuous 12-month duration in city limits. (It may be noted that continuous period shall be only one single defined period within the above 5 years even for the JV partners).	We request to remove word " City limits " from the clause	Accepted, Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria annexed as Corrigendum-III
102.	Part 1- Bidding procedure, Section III : Evaluation & Qualification Criteria,	Sr.No. 4.2(b), Page 63/64	Key Experience-(i) Bidder should have executed minimum 4000 m of piles of minimum diameter 1000 mm by Rotary Drilling Hydraulic rigs in city area, in a continuous period of 12 months during the last five years ending 29.02.2016. It can be cumulative of any number of projects in continuous 12-month duration in city limits	We request to modify the clause as: "(i) Bidder should have executed minimum 4000 m of piles of diameter ranging from 750mm to 1000 mm by Rotary Drilling Hydraulic rigs, in a continuous period of 12 months during the last five years ending 29.02.2016. It can be cumulative of any number of projects in continuous 12-month duration	Agreed, Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria annexed as Corrigendum-III
103.	Date & time of submission of tender		Online submission up till 16.00 hrs. on 21/04/2016 in NMRCL's e-tender portal	We request minimum 4 weeks for evaluation after receiving of the Pre-Bid clarification	Revised date of submission: Up till 16.00 Hrs, Dt. 09.05.2016 Revised date of opening: At 16.00 Hrs., Dt. 11.05.2016 or as may be decided by NMRCL

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
104.	Part-I, Section-III	3	Qualification & profitability	We request you to consider profitability by all parties combine	Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria annexed as Corrigendum-III
105.	Part-I, Section-III	3	Qualification – Net worth	We request you to consider net-worth by all parties combine	Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria annexed as Corrigendum-III
106.	Part-I, Section-III	3	Qualification- Average Annual Turnover	We request you to consider minimum average turnover of last three years.	Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria annexed as Corrigendum-III
107.	Part-I, Section-III	3	Qualification-Bid capacity	We request you to consider bid capacity combined	Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria annexed as Corrigendum-III
108.	Part-I, Section-III	4	Experience general consideration	Exp.4.1, Experience under construction of contract shall be 7 Years.	Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria annexed as Corrigendum-III
109.	Part-I, Section-III	4	Experience Specific construction	We request you to consider 5 stations in a single contract	Ref: Corrected / Revised, Section-III Evaluation & Qualification Criteria annexed as Corrigendum-III
110.			General	We request you to kindly extend the date of bid submission y 30 days.	
111.	Part -2, Section VII-A,	Page-11/122, General 1.2,	The contractor shall be responsible for obtaining all necessary approvals from the relevant Public/Govt/Local/statutory or any agencies in the design and constr. Of the works. And on page 15 (xxii) The contractor has to get necessary permission/	It should be in the scope of the client, pl. conform	.

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
			NOC from the railway, road and other concerned regulatory authorities for block and working in such locations. NMRC will assist for getting them permission from concerned regulatory authorities for working in such locations		
112.			General	The project whether need Environmental clearance. Please confirm. If so it should be in the scope of Client. Please confirm	All necessary permission has been obtained.
113.			General	We need indicative soil investigation data and sub soil water table level.	
114.	Part -2 section VII-A	Page 14 /122, Point no. 2.1.3 (ix) (ix)	Drainage arrangements of station, including laying of pipes, construction of Manhole, Sump, Drain in Basement and outlet Sump including connection to existing municipal drainage line as required.	Necessary permission from Municipal authority should be in the scope of client.	Accepted
115.	Part -2, Section VII-A	Page 15/122, Point no. 2.1.3 (xviii)	For stations located over road, temporary arrangement is to be made for providing working platform at suitable height so that traffic run below it unhindered. This arrangement shall be maintained till completion of exterior finishing work. The working platform has to be covered with suitable material so that nothing falls on the road .A detailed scheme is to be submitted for approval before start of work.	During construction of Temporary arrangement, necessary safety precautions will be carried out, but necessary coordination and permission with traffic control dept. should be in the scope of client.	Contractor shall apply & obtain such permission at his own. NMRC shall recommend & assist to contractor as & when required.
116.			General	For the construction purpose, whether Electric Power and water will be provided by the client? Please confirm. Also please confirm, if so	Request cannot be acceded to

Sr.No	Page/Section	Clause No	Para as per bid document	Bidder's Queries/ Amendments Sought	Clarification / Amendments
				these will be on chargeable?	
117.	Part -4 Financial bid	Page-4 pt no 3:	The amt mentioned in the schedule G of commercial bid shall be fixed and at Rs 5 crores and the bidder should not quote any % above/below in schedule G	This schedule is on lump sub bases. No detailed Quantity is mentioned, all miscellaneous works are to be executed. Pl clarify how payment will be paid and on which rate?	Ref: the notes – Payment under this schedule shall be made as per latest CPWD SOR applicable in Nagpur.
118.			General	a) The tender needs drawings for execution. Please furnish drawings. b) Please confirm whether client will issue all approved drawings for construction. Please confirm	GFC drawing shall be issued to successful contractor at the time of construction.

BIDDERS QUERIES INDEX:-

1. **NCC: - S.No.1-11.**
2. **ITD Cementation India Limited: - S.No. 12 – 15.**
3. **Dilip Buildcon Limited: - S.No 16 – 31.**
4. **IL&FS Engineering & Construction Company Limited: - S.No 32 -49**
5. **SEW Infrastructure Ltd.:- S.No. 49**
6. **LNT- S.No 50-92**
7. **Dilip Buildcon Limited: - S.No. 92-95**
8. **Shapoorji: - S.No. 96-104**
9. **AI FARA'F – 105-111**
10. **SPML-112-118**