

**CORRIGENDUM- I**

**NAME OF WORK: CONSTRUCTION OF 10 NO. ELEVATED METRO STATIONS EXCLUDING VIADUCT VIZ LOKMANYA NAGAR, BANSI NAGAR, VASUDEV NAGAR, RACHANA (RING ROAD) JUNCTION, SUBHASH NAGAR, DHARAMPETH COLLEGE, LAD SQ., SHANKAR NAGAR SQ., INSTITUTE OF ENGINEERS, JHANSI RANI SQ. ON THE EAST-WEST CORRIDOR IN REACH – 3 OF NAGPUR METRO RAIL PROJECT**

Tender no (As per NMRCL): N1C-07/2016 Dated 21/06/2016

Tender no (As per portal): 45

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
1	27/Part1, Section-II/ Bid data sheet	ITB 4.5	Foreign company as JV Partner	This Bidding Process is in <b>single stage two-packet system through e-tender portal of NMRCL</b> & open to all eligible bidders as per qualification criteria under <b>Section-III</b> . Unless otherwise approved by the Employer, the Bids for this Contract will be considered only from those companies, corporation, partnerships, consortia and joint ventures that pass the Eligibility Criteria under <b>Section III</b> based on submissions with the Bid.	Kindly clarify and confirm that a foreign company (A Chinese Company in particular) can also be part of the JV / Consortium or else can bid as a sole bidder.	The Para is self-explanatory.
2	Page 1	NIT	Completion Period	110 Weeks (including Monsoon period)	Considering volume of work involved we request you to revise the completion period to a minimum of 132 weeks.	Cannot be acceded to.
3	Page 1	NIT	Bid Submission Date- NIT	Date and Time of submissions up till 16:00 Hours on 01/07/2016.	We request to postpone the date of submission at least by 2 weeks.	Last date of submission extended up till 16:00 Hrs on 21/07/2016. Opening of tender at 16:00 Hrs on

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
						23/07/2016.
4	Part 3 Section IX PCC Pg no:118	22	Performance Security	10% of the contract price	We request you to consider the Performance security as 5% of the contract price.	Cannot be acceded to.
5	Part-3 Pg no:21	Cl 2.1	Access to and Possession of the site	If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:  (a) 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], and  (b) payment of any such Cost plus profit, which shall be included in the Contract Price.	Contractor shall be suitably compensated in term of time and cost for any delay in handing over of site with respect to the approved construction programme.	Refer particular condition, Section IX, cl no 2.1 at sr no 3.
6	Part 3- Pg no:21	CL 2.2	Permits Licenses or approvals-	The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly: (a)copies of the Laws of the Country which are relevant to the Contract but are not readily available, and	We understand that the contractor has to get the requisite approvals, permits etc. required for the construction of the works only and limited to his scope of work as mentioned in the bid documents.	The proceedings for such permissions shall be initiated by the contractor. NMRCL shall recommend and assist for obtaining of such permissions. These

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
				(b) any permits, licenses or approvals required by the Laws of the Country: (i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws], (ii) for the delivery of Goods, including clearance through customs, and (iii) for the export of Contractor's Equipment when it is removed from the Site		statutory permits required for construction of work under scope of the contractor.
7	Part 3 – Section IX Conditions of Contract Annex IX C	Note: 06	Liquidity Damages for Delay-	The Penalties levied for not achieving any intermediate Key Dates are non-refundable, except the circumstances stated at S.No.-5 above, even if work as a whole is completed in time	We request you to consider payment of liquidity damages deducted towards key dates upon completion of entire work within stipulated contract period	Cannot be acceded to.
8	Sec-VIIA-Part 2-CL4- Pg no:172	Para 4	Phases(Design and Construction)- General Specifications	The construction phase for the whole or a part of the permanent works shall commence immediately upon the issue of notice by Engineer/Employer in respect of the relevant Construction Reference Drawings Submission.	Kindly inform us the time required for approval of drawings / designs. Any delay towards these approvals shall be compensated in terms of time and cost.	No delay is expected at NMRCL's end.
9	–Part 3, Pg no:282	CL33	Demolition/ Dismantling of RCC-Conditions of Contract	DEMOLITION 33.1 The Contractor shall ensure that:  (i) all demolition works be carried out in a controlled manner under the	Please provide the detailed inventory of Building/structures etc. to be dismantled /removed for the construction works as per the scope of contract.	Almost entire alignment is on the road except at one location. Contractor may have to remove the said structure with due permission of NMRCL and under the

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
				<p>management of experienced and competent supervision.</p> <p>(ii) the concerned department of the Government or local authority be informed and Permission obtained wherever required. Media shall also be informed regarding this concern.</p>		<p>Engineer's supervision. However, please note that all entry/exit structure are partly on footpath and partly on private/government land.</p>
10	Part -2 Sec-VII A,Pg no:206,	CL2.10	Utilities- General Specifications	<p>Utility identification at foundation locations will be done by the contractor and in case utility(s) is encountered or obligatory requirement is to be met out; the contractor shall modify the span configuration at such location out of the standard spans configuration provided in the tender drawing to save the utility (i.e.) or to meet obligatory requirements within the accepted price. Shifting of utility (i.e.) would be done only in exceptional cases where in the opinion of the Engineer no other option is available. Contractor shall be paid for diverting the utilities under relevant Schedule. No payment shall however be made for Supporting the utilities during course of work.</p>	<p>Location drawings and Temporary supporting arrangements required to be provided for major utilities shall be provided.</p>	<p>Almost entire alignment is on the road except at one location. Contractor may have to remove the said structure with due permission of NMRCL and under the Engineer's supervision. All obstruction in excavation of scope of work covered in RFP available at site, may have to be removed by contractor which will be paid in relevant item of BOQ.</p>
11	Part 2, VII- , Pg no:207	CL2.10	Approvals Interface works- General	<p>(vii) NOC &amp; Approval of schemes of Diversion of Utilities from the concerned regulatory / statutory /</p>	<p>NOC and Approvals from the concerned agencies shall be obtained by the employer/other contractors of interface</p>	<p>Utility shifting is responsibility of NMRCL. However, in</p>

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
			Specifications-	<p>Local Authority is the responsibility of the Contractor and nothing extra is payable on this account.</p> <p>These are only indicative for one of the utility. Similarly, necessary precautions which are specified from time to time by the utility owning agencies shall also be followed. The Central verge/footpath furnishings which are to be dismantled be handed over to the Concerned department in their stores at his own cost.</p> <p>Contractor should make his own survey for identification of underground/above ground utilities.</p>	works for their scope of work.	case of unchartered utilities if encountered during execution the same shall have to be shifted by the successful bidder for which necessary cost shall be paid to bidder as per relevant item of BOQ.
12			Construction depot & Dumping Yard	No land for casting yard or offices /Laboratories etc will be provided by the employer.	Request to provide suitable land for Casting Yard, Dumping yard & Construction Depot, free of cost and also specify the locations.	Cannot be acceded to. However, effort will be made to allocate land for casting yard on rental basis.
13		Part - 1 Bidding Procedures	1) <b>Construction of Metro Stations :</b> 4.2 (a) Specific Construction & Contract Management Experience	(a) Should have received at least Rs. 3500 Million in one single contract comprising of at least one station and other related metro which should have been substantially completed civil construction works.	Please confirm that any member can meet the qualification criteria as per this clause and any member in the JV can become the Lead Member.	PI refer Corrected Section III enclosed as “ <b>Annexure-I of Corrigendum-I</b> ”

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
14	Page - 1530	Part - 1 Bidding Procedures	ITB 20.2	The entire Bid Document available on e-tender portal of NMRCL with all corrigendum and Addendum issued from time to time and requisite enclosures described and directed in bid documents shall be uploaded on the e-tender portal of NMRCL by the authorized representative/ signatory on behalf of the bidder with his digital signature (DSC) or any member of JV/Consortium whose DSC is authorized by all member of JV/Consortium (Ref. 20.3 below). The bidder who fails to upload as mentioned aforesaid, his bids shall be treated as non-responsive and not considered for evaluation	Any member i.e. other member can also be the Authorized representative/ signatory on behalf of the bidder with his digital signature (DSC) duly authorized by the Lead Member through Power of Attorney issued in favour of other Member.  Please provide the format of it if any available or bidder can provide in any other suitable format.	RFP conditions prevail and is self-explanatory.
15	Page - 1530	Part - 1 Bidding Procedures	ITB 20.2	II. A notarized joint letter of authority of digital signature (DSC) holders who is submitting the bid should be enclosed with the bid.	Please clarify what do you mean by notarized joint letter of authority of digital signature (DSC).  Please provide the format of it.	Clause is self-explanatory. Joint letter of authority of DSC holder who has been authorized to upload the bid documents is required.
16	Page -1509	Part - 1 Bidding Procedures	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 is acceptable.	The bid security as stipulated in the bid document should be submitted by and in the name of JV. In case JV has not been legalized then the Lead member should submit the bid

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
						security.
17	Page - 1509	Part - 1 Bidding Procedures	20.3 Format and Signing of Bid	In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.	The authorized representative may be any member i.e. other member also of the JV who can sign on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.	Cannot be acceded to.
18	Page -1519	Part - 1 Bidding Procedures	Section II Bid Data Sheet ITB 4.1	Maximum number of members in the JV shall be: 3 (Three) Lead member should not have less than 40% participation and other members shall have minimum 20% participation in the proposed JV / Consortium for. this work. In case of JV / Consortium, change in constitution or percentage participation of JV/ Consortium shall not be permitted at any stage after their submission of Bid and thereafter. The authorized representative from lead member of JV/Consortium shall be signatory of the bid. (Ref. Form-9. Section-IV of Part-1)	We request you to allow that any member in the JV can become the Lead Member of the JV.  The other members in JV having 20% participation with his technical criteria will be considered for qualification and Lead Member having 80 % participation in JV meeting Financial Criteria.	Cannot be acceded to.
19	Page 1531	Part - 1 Bidding Procedures	Section II Bid Data Sheet ITB 20.3	i. A firm, who has purchased the Bid Document in his name shall submit the ITB 21.1, 21.2 & 21.3 Bid in his own name by using his DSC.  ii. In case of JV / Consortium the power of attorney holder of lead member is	Please confirm that the tender Purchased by other partner with his DSC (Not Lead Partner) individual can also submit the tender in JV with Lead Partner.	Clause is self-explanatory.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
				<p>authorized to sign all legal documents, bid documents and other enclosures. However the digital signature (DSC) of any member of JV/Consortium may be used for accessing /downloading/uploading &amp; submitting the tender documents.</p> <p>iii. Such digital signature (DSC) holders who is submitting the bid / or whose DSC is being used for accessing / submitting the bid, shall be authorized by POA (Lead Partner) of JV/Consortium &amp; a notarized authority letter should be enclosed with the bid.</p> <p>iv. The facility in the e-tender portal of NMRCL is also available for viewing &amp; downloading the document free of cost.</p>	<p>Please confirm that no online registration is required of the JV for Purchase &amp; Submission of Tender jointly.</p> <p>Any Partner either other Partner or Lead Partner can do registration &amp; submission of Tender with his DSC on behalf of JV.</p>	
20	Page 1521	Part - 1 Bidding Procedures	Section II Bid Data Sheet ITB 4.13 (b)	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. .	Cannot be acceded to.
21	Page – 1527	Part - 1 Bidding Procedures	Section II Bid Data Sheet ITB 11.4.1 (Additional	Complete bid documents along with addendum/ corrigendum/ clarifications & reply of quires issued online to be down loaded by bidder	The Complete documents issued by NMRCL are only to be uploaded by DSC of Authorized Signatory only.	Clause is self-explanatory

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
			Para) (i)	using DSC of authorized signatory of bidders or JV/Consortium only and entire document to be uploaded by bidder on E-Tender portal of NMRCL through the same digital signature of the Bidder.	The seal & sign on each page for all tender documents issued by NMRCL are not required.  Please Clarify and confirm.	
22	Page – 1527	Part - 1 Bidding Procedures	Section II Bid Data Sheet ITB 11.4.1 (Additional Para) (i)	Complete bid documents along with addendum/ corrigendum/ clarifications & reply of quires issued online to be down loaded by bidder using DSC of authorized signatory of bidders or JV/Consortium only and entire document to be uploaded by bidder on E-Tender portal of NMRCL through the same 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.	Clause is self-explanatory
23	Page - 1530	Part - 1 Bidding Procedures	Section II Bid Data Sheet ITB 19.1 C	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 address specified in Bidding Documents, within 3 working days from the time and last date scheduled for handing over the Bidding Documents (online)	Please confirm that only BG is only to be submitted in Physical form and all other documents are to be uploaded online only.  If any other documents to be submitted in physical please mention.	Clause is self-explanatory.  The bid document doesn't stipulate submission of any document other than BG physically.
24	Page – 1562	Part - 1 Bidding Procedures	Section III 3.1 Financial Capabilities	(i) he 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 300 million (or USD equivalent on the day of bid submission) for the	In Case of JV- Requirement of liquidity as required can be fulfilled by any one partner of JV.	Cannot be acceded to.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
				subject contract(s) net of the Bidder's other commitments.		
25	Page -1568	Part - 1 Bidding Procedures	Section II Special Notes 2.	Bidders may associate with an EMP contractor as a sub-contractor (those agencies who have carried our similar EMP works for Metro stations. Major infrastructure projects, malls, airports, hotels, hospitals etc.) after award of the work subjected to fulfilling the eligibility criteria described in Annexure-A to Addendum-II and subsequent approval of NMRCL.	We presume that only undertaking is to be provided that an EMP contractor will be deployed who fulfill the eligibility criteria and approval as required by NMRCL.	Bidder need to provide names (at least) three sub-contractors for such work.
26		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, and to take into account the addendum/pre-bid queries reply which we will received from you we request to provide as four weeks times from the date of reply of pre-bid query.	Refer reply no 3 of this corrigendum.
27			<b>Tender drawings</b>		Please provide us architectural and structural drawing for each station for our estimation purpose	Detailed architectural and structural drawings will be issued to the successful bidder.
28					Construction activities may demand rerouting of traffic or allowing specific lane of the road for traffic	The bidder shall be authorized for such actions, if necessitated, with due approval from

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
					movement. Hence so, is the Bidder authorized for such actions in the interest of the project?	NMRCL and appropriate authorities.
29					We request you to provide us Work Area drawings	Will be issued to the successful bidder.
30					For in-situ casting of Concourse level slab the Formwork may require to take temporary support from the Brackets attached to I girders. Please confirm if "I" girder is designed to take this extra load?	Yes
31					We request you to confirm the thickness of Concourse Deck Slab is 1500 mm?	It will depend on design parameters.
32					Please confirm Connecting Bridge at Station is in the scope of the bidder?	Yes
33			4.4 Bidder's Technical Submissions	Proposal of agency for simulation studies	Please clarify the scope for simulation studies, also provide us name of vendors for the simulation study	No simulation is needed in this RFP.
34					Please provide us handing over dates for viaduct contractor for our planning purpose	It shall be provided after approval of interface dates to successful bidders.
35					Please provide detail drawing/details of PEB structure for	Will be provided to the successful bidder.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
					station building including roofing.	
36				BOQ	Please provide us BOQ in excel sheet format for our working purpose	Bidders to develop themselves.
37				Site facility	Please confirm that land for site set up such as batching plant, shuttering yard, site office will be provided by client free of cost	Cannot be acceded to. Please refer in para 12.
38			<b>Utility</b>	Presence of utility may affect the Construction schedule since utility mapping is not provided with Tender documents.	Please provide utility maps.	Pl refer sr no.--- above of this corrigendum
39			<b>Labour Camp</b>	Can labour camp be accommodated in Casting yard?	Can labour camp to be accommodated inside casting yard? if not please provide location of labour camp within project site area	Any labour camp should be located as per labour law. It is upto the bidder to decide. NO land for labour camp is available with NMRCL.
40			<b>Autocad Drawings</b>		Kindly arrange to provide Autocad drawings.	Enclosed along with this Corrigendum
41			<b>Price Variation</b>	Is Price variation part of Contract value?	Please clarify.	Clause is self-explanatory
42			<b>Tender drawings</b>	Incomplete tender drawings. Pls furnish the same	Pls furnish tender drawings for following structures : <ol style="list-style-type: none"> <li>1. Ground water recharge</li> <li>2. DG Room</li> <li>3. Public toilets at stations /Septic &amp; Soak pit drgs</li> <li>4. OHE Mast supporting anchors &amp;</li> </ol>	Will be provided to the successful bidder. However, GAD of viaduct indicating Rail level at station is enclosed herewith.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
					earthing Drgs, 5. Pump house. 6. Underground / overhead tanks drgs 7. All 8 nos stations drawings ( plan, section & elevation drgs ) 8. GAD drg showing pier height w.r.t existing GL all along proposed metro route.	
43			<b>Casting yard</b>		Casting yard dimensions & location to be specified	Bidder to decide with his experience.
44			<b>Drawing approval</b>		To enable contractor to plan work within time, requested to provide front/drawings release schedule. Otherwise to avoid idling of contractor's resources, requested to confirm availability of front and construction drawings at-least 45days prior to scheduled commencement date.	We confirm availability of GFC prior to schedule activities of station wise as per base line programme of contractor.
45			<b>Design approval</b>		In case of any substantial delay in approval of Design data/ construction methodology then suitable time and cost compensation to be provided as per mutual agreement.	No delay from NMRCL side is expected.
46			<b>Rain water harvesting tank</b>		Recharge/Rain water harvesting capacity not indicated in tender document. Please furnish the capacity and location of rain water harvesting tanks	Will be provided to the successful bidder.
47			<b>Septic tank/soak</b>		Pls confirm construction of septic tank, soak pit, sewerage and STP is	Will be paid under relevant item of RFP.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
			<b>pit/sewerage/ STP</b>		included in our scope? If included. Pls confirm payment for the same made under which BOQ line item	Incase the item is not covered, the same shall be processed as variation in RFP.
48			<b>Pier and Pier-cap</b>		Please provide the pier and Piercap drawings.	As design and drawings are at various stage of completion, the same will be given to successful bidder.
49			<b>Traffic</b>		Please provide the maximum width of traffic openings and minimum clear height during construction.	These items will be decided by NMRCL jointly with the successful bidders.
50			<b>Viaduct</b>		Whether the viaduct in station is in the scope of Station Contractor, if yes please conform the type of superstructure. As there is discrepancy in Tender drawings.	No, viaduct in station is in the scope of the station contractor. The viaduct in station is in scope of viaduct contractor. The tender drawing will be ignored on this account.
51			<b>Substructure</b>		Please provide the substructure structural Tender drawings.	Will be provided to successful bidder
52			<b>Piers and Portal beams</b>		Please provide the general arrangement drawings for piers and portal beams in Station area.	All the stations covered in this RFP as similar to Ajani station of Reach-1. A typical sapn amongst is enclosed for reference

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
53			<b>I Girders</b>		Please provide the details of I-girders to be used at Stations.	All the stations covered in this RFP as similar to Ajani station of Reach-1. A typical sapn amongst is enclosed for reference
54			<b>Use of Flyash</b>		Is utilization of flyash permitted? If permitted. Please provide list of structures where flyash can be used with maximum percentage of flyash utilization as per codal requirement.	Fly ash is permitted based on trial mix design. NMRCL consultant is doing the analysis in this regard. As soon as the mx design is finalized, the same shall be made available to successful bidders.
55	Part-1/ Page 1	NIT		Online submission up till 16.00 Hrs. on 01/07/2016 in NMRCL's e-tender portal	Request an extension of minimum 28 days.	Please refer reply to Sr.No 3 of this corrigendum
56	Part-1/ Page 1	NIT		110 (One Hundred and Ten) Weeks (including Monsoon period)	Request to extend upto 156 (One Hundred and Fifty Six) Weeks.	Cannot be acceded to.
57	Part-1/ Page 1	NIT		The total security amount shall be a total of <b>INR 18 million</b> submitted as below: (a) <b>INR 3.6 million</b> by <b>RTGS/NEFT/Credit Card</b> Online as per procedure in E-tender Portal. (b) <b>INR 14.4 million</b> in form of <b>Bank Guarantee</b> , as per procedure given in bid documents	Please consider, accepting Tender Security in the form of a Bank Guarantee for the Total security amount of INR 18 Million, instead of 2 parts as mentioned in NIT by partially E-payment & partially BG.	Cannot be acceded to.
58	Disclaimer			Each Bidder should, therefore, conduct its own investigations and	Since time carrying out own investigations by the Contractor is	Cannot be acceded to.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
				<p>analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Bidding Documents and obtain independent advice from appropriate sources .....</p> <p>.....NMRCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements/information contained in the Bidding Documents</p>	limited, then kindly consider for compensation for time and cost.	
59	Part-I, Section-III- Bid data sheet/ Page 59	ITB 6.7.3		The accuracy or reliability of the documents and reports referred to in this Para ITB 6.7 and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with the Contract is not warranted. The Bidders' attention is drawn to Clause 4.10 of GC / Clause 11 of PC in this regard. The Bidder should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract	Since, the bidder having a limited time for preparation of this tender, if there is no extension of time provide by client kindly delete this clause.	Cannot be acceded to.
60	Part-I, Section-III- Evaluation & qualification	Clause 3.1 (i)		The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial	1. In the banker certificate it is mandatory to show in both INR and USD or otherwise showing INR currency is sufficient (As we are Indian Entity). Please confirm	1. To be mentioned in INR.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
	criteria/ Page 59			means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as INR 300 million (or USD equivalent on the day of bid submission) for the subject contract(s) net of the Bidder's other commitments.	2. Kindly change the text USD equivalent should consider 28 days prior from the day of bid submission.	2. Be read as USD equivalent as on 30/06/2016.
61	Part-I, Section-III- Evaluation & qualification criteria/ Page 60	Clause 3.1 of i.a		The available bid capacity should be more than the estimated cost of the proposed work.	As per the Note bullet no.1, the estimated cost of the proposed work not available in the NIT & anywhere in the tender document. Please provide.	The value of available bid capacity should be more than INR 3600 Million
62	Part-1: Bidding Procedure Section-III: Page 69	6.0 Equipment Minimum Number Required		Launching Girders – 3 Nos Required	Since Station is pass Through type & Station Superstructure is I Girder type (As Per BOQ Schedule C: Structure works of Station T02-CI: 2.4). Launching Girders is not required for Station construction. Request to Consider Minimum number of Launching Girders as Zero Numbers. And our Understanding is Station viaduct is not in scope of this contract <b>Since the Scope is already added in Tender Contract BID: N1C-08/2016. Please clarify</b>	PI refer Corrected Section III enclosed as “Annexure-I of Corrigendum-I”
63	Part-1: Bidding Procedure Section-III: Page 69	6.0 Equipment Minimum Number Required		Launching Cranes of Suitable Capacity(**) – 4 Nos Required	Since Station is pass Through type & Station Superstructure is I Girder type (As Per BOQ Schedule C : Structure works of Station T02-CI:2.4). Launching cranes is not required for Station construction. Since Already Cranes / road cranes of suitable capacity for launching /	PI refer Corrected Section III enclosed as “Annexure-I of Corrigendum-I”

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
					erection – 5 Nos Considered in Item No:6 Request to Consider Minimum number of Launching Cranes as Zero Numbers.	
64	Part-I, Section-III- Evaluation & qualification criteria/ Page 68	6.Equipment		Trailers for carrying girders – 75T / 200T respective capacity – 6 Nos	For construction of Station 200 Ton capacity Trailer not required as there is no scope for shifting of Pre-cast segments. Please delete.	PI refer Corrected Section III enclosed as “Annexure-I of Corrigendum-I”
65	Part-I, Section-IV – Bidding Forms/ Page 95	Appendix 4.4-D		Sub-contractor Undertaking	Is this undertaking required to be submitted along with technical Package, while mentioned in Annexure-III-A Notes Bullet No-1 Bidders are not required to enclose any credentials of Sub-Contractor at the time of submission of bid. Please Confirm	No credential is needed at the time of submission of RFP. However, name of atleast 3 subcontractor are needed in RFP.
66	Part-I, Section-IV – Bidding Forms / Page 97	Appendix 4.4-F		Our understanding to the scope of work is enclosed herewith. We hereby confirm that our offer is fully compliant with the scope of work detailed in Works Requirements, except deviations listed separately in the statement of Deviations (Form 4.12 of Section IV: Bidding Forms) and the price of withdrawal of deviations is included in Part 4 of Bill of Quantities under Financial Package	As mentioned in the bid document the Form 4.12 Statement of Deviations is deleted from the bid document. Please clarify whether the Form 4.12 is deleted means text for this Form 4.4 F should change accordingly.	Revised Appendix 4.4- F enclosed along with Corrigendum. Yes, we confirm deletion of form 4.12 – statement of deviation
67	Part-I, Section-IV – Bidding Forms / Page 105	4.11 Structure of the Tenderer		A notarized copy of Consortium Agreement relating to the composition of the Bidder shall be submitted, if the Bidder is a Consortium. .... The contractual arrangements and	From this Clause it is understood that this Form needs to be signed and submitted only in cases where the bidder is a Joint Venture and not when participating as a single entity. Please clarify whether our understanding is	Yes, your understanding is correct

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
				copies of agreements in relation thereto must, as a minimum, provide information on all members or participants involved ....	correct.	
68	Part-I, Section-IV – Bidding Forms / Page 106	4.12 Statement of Deviations		Statement of Deviations (A) STATEMENT OF DEVIATIONS FROM THE INSTRUCTIONS TO BIDDERS (INCLUDING BDS) AND BIDDING FORMS - DELETED (B) STATEMENT OF DEVIATIONS FROM THE GC AND PC - DELETED (C) STATEMENT OF DEVIATIONS FROM THE WORKS REQUIREMENT – DELETED (D) UNDERTAKING FOR PRICING FOR DEVIATIONS WITHDRAWAL - DELETED	As per the bid document mentioned as DELETED, then not required to submit in the technical package. Please clarify	Yes, no need to submit.
69	Part-I, Section-IV – Bidding Forms / Page 134	9. Form of Legal Capacity / Power of Attorney		Format for Board Resolution	As format provided for Board Resolution for a particular project is not possible to prepare and submit, as our company is listed company already board resolution exist readily, Can we submit the same? Please clarify.	Cannot be acceded to
70	Part-I, Section-IV – Bidding Forms / Page 134	9. Form of Legal Capacity / Power of Attorney		(D) Power of Attorney to be provided by each of the Members of the Consortium (other than the Lead Member) in favour of the Lead Member (E) Format for POA for Lead Member POWER OF ATTORNEY (F) Format for POA for Other Member(s) POWER OF ATTORNEY	As we are bidding as Single entity, which form to be followed for preparation of POA.	Form of POA for bidder bidding as single entity is enclosed as Annexure with this Corrigendum as E-1

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
71	Part-1/ Section-I/ Page 7	4.2 Eligible Bidders		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?	Provision of RFP is self-explanatory
72	Part-1/ Section-I/ Page 16	20.2 Format and Signing of Bid		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.	Please refer Clause ITB 20 of BDS
73	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	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	Cannot be acceded to

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
				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.	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 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.	
74	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	In section III, Part-I 4.2 (b) shown s deleted.
75	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.	This expert can be from any other similar project
76				Minimum experience of 5 years and should be expert in AutoCad & 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.	The contractor will have to use NMRCL's 5D-BIM platform wherein 1 license of primavera, 2 licenses of Bentley and 2 licenses of SAP will be provided. The cost for

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
						usage of this licenses will be recovered amounting to Rs 2,88,788/- per year.
77				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	Cannot be acceded to
78				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 working in such locations.	Please consider getting approvals from Railways within the scope of NMRCL.	Please note that none of the stations covered in RFP need approval for Railways.
79				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.	This shall be dealt separately in consultation with appropriate authorities during course of execution.
80				Appendix stands deleted	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.	Please refer reply to para 12.
81				(4) NMRCL shall obtain all statutory permissions, NOC, Clearance, approval of design pertaining to main works of METRO. The bidder	In case of any delay in availing statutory clearances by NMRCL, then the same shall be reimbursed to the Contractor in terms of time and cost. Please Clarify.	Time extension can be considered, based on merit of the case.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
				shall submit his design / planning (if any) to NMRCL for forwarding to authority concerned. The successful bidder shall arrange a follow up & coordination for the same to the authority concerned. (Applicable to main works only)		
82				<p>The Contractor shall carry out the Works so as to 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 Traffic Police. He shall comply strictly with the approved plan during construction of his works. The design shall provide for temporary road deckings wherever necessary to provide minimum no. of traffic lanes as agreed with Nagpur Traffic Police. The traffic movement / diversion planning shall be done by successful bidder in coordination with traffic department &amp; 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 required may be arranged by NMRCL in co-ordination with local administration</p>	<p>In case of any delay due to reasons not attributable to the Contractor in traffic diversion, then Contractor shall be suitably compensated in time and cost. Please Clarify</p>	<p>Time extension can be considered, based on merit of the case.</p>

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
83	Part – 2 / Section-VII-A/ Page 222	8.Damage And Interference		(1) Work shall be carried out in such a manner that there is no damage to or interference with: a. watercourses or drainage systems; b. utilities; c. structures (including foundations), roads, including street furniture, or other properties; d. public or private vehicular or pedestrian access; e. monuments trees, graves or burial grounds other than to the extent that is necessary for them to be removed or diverted to permit the execution of the Works. Heritage structures shall not be damaged or disfigured on any account. The Contractor shall inform the Engineer as soon as practicable of any items which are not stated in the Contract to be removed or diverted but which the Contractor considers need to be removed or diverted to enable the Works to be carried out. Such items shall not be removed or diverted until the consent of the Engineer to such removal or diversion has been obtained	In case of any delay in diversion of any utilities for reasons not attributable to the Contractor, then Contractor shall be compensated appropriately in terms of time and cost. Please Clarify	Time extension can be considered, based on merit of the case.
84	Part – 2 / Section-VII-A/ Page 223	Trees		The Employer has assessed the number of trees existing within the right-of-way and has arranged permission from Forest Department cutting back or removal of trees which are deemed to be affected by the right of way (ie. within the limits	In case of any delay in cutting of trees for reasons not attributable to the Contractor, then Contractor shall be compensated appropriately in terms of time and cost	Time extension can be considered, based on merit of the case.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
				of permanent works) construction works. The trees requiring to be felled will be removed from ground level up by the Contractor prior to commencement of the works		
85	Part-2/ Section-VII- B/ Page 6	7 Transplant ed / Cutting Of Trees		7.1 The felling of trees in the Bangalore City is governed by The Karnataka Tree Act 1984. The Contractor is not permitted to cut any tree in terms of the provisions of the aforementioned Act.	As the Project is to be carried out in Nagpur City, the Act pertaining to the State of Karnataka might not apply. Please change the clause accordingly	The same stands modified as “The felling of trees in the Nagpur City is governed by The Maharashtra State Land Revenue Code 1970. The Contractor is not permitted to cut any tree in terms of the provisions of the aforementioned Act.””
86	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.	It is applicable for piling work only.
87	Part-3/ Section-VIII- B/ Page 9	Name of Contract		Construction of Eight Numbers of Elevated Metro Stations VIZ PRAJAPATI NAGAR, VAISHNO DEVI SQUARE, AMBEDKAR SQUARE, TELEPHONE EXCHANGE, CHITTER OIL SQUARE, AGRASEN SQUARE, DOSAR VAISYA SQUARE & NAGPUR RAILWAY STATION on the EAST-WEST corridor (REACH-4) of NAGPUR METRO RAIL PROJECT	Discrepancy in the Name of the work mentioned as the contract pertains to Reach-3. Kindly change.	Stands replaced as CONSTRUCTION OF 10 NO. ELEVATED METRO STATIONS EXCLUDING VIADUCT VIZ LOKMANYA NAGAR, BANSI NAGAR, VASUDEV NAGAR, RACHANA(RING ROAD)

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
						JUNCTION, SUBHASH NAGAR, DHARAMPETH COLLEGE, LAD SQ., SHANKAR NAGAR SQ., INSTITUTE OF ENGINEERS, JHANSI RANI SQ. ON THE EAST-WEST CORRIDOR IN REACH – 3 OF NAGPUR METRO RAIL PROJECT
88	Part-3/ Section-VIII-B/ Page 53	8.6 Rate of progress		If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer, in addition to delay damages (if any) under Sub-Clause 8.7 below	The liability mentioned under this clause is in addition to Delay damages and no limitation is mentioned anywhere. Kindly provide the limitation for the same.	These cost will be worked out by NMRCL, post award of contract, on case to case basis.
89	Part-3/ Section IX/ Page 118	Sl. No 22 Performance Security		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. 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 clause 4.2 of GC.	Request to limit Performance Security to 7.5% of the Accepted Contract Amount.	Cannot be acceded to
90	Part-3/ Section IX/ Page 121	Sl.No 39 Repayment amortizati		The recovery of the above Advance Payment shall be done in respective currencies and shall commence when 20% of the original contract	Please reword as follows: The recovery of the above Advance Payment shall be done in respective currencies and shall commence when	Cannot be acceded to

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
		on rate of advance payment		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 Interim Payment, until the total of the mobilization advance is recovered.	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 amount of each Interim Payment, until the total of the mobilization advance is recovered.	
91	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.	Cannot be acceded to
92	Part-3/ Section IX/ Page 123	Part-B Specific Provisions – Sub – Clause 1.5		The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: (a) the Contract Agreement (if any), (b) the Letter of Acceptance, (c) the Particular Conditions – Part A, (d) the Particular Conditions – Part B (e) the General Conditions; and (f) the Specification, (g) the Drawings, (h) the Schedules and any other reference documents forming part of the Contract. If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.	Kindly include the priority of PART 1, PART 2 (section VII-a, c) and Part 3 (section X & XI) & Part-4 change as sl.no (h) should be form part of sl.no (a).	(h) is merged with (a). There is not item (h) in this clause.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
93	Part-3/ Section IX/ Page 123	Part-B Specific Provisions – Sub – Clause 1.9 / Delayed Drawings or Instruction s		The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late	In case there is a delay in drawings and instructions, we understand that the Contractor is eligible for cost compensation as well as time compensation. Please clarify.	Please see reply to para 81.
94	Part-3/ Section IX/ Page 126	Part-B Specific Provisions – Sub – Clause 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.	Please see reply to para 81.
95	Part-3/ Section IX/ Page 126	Part-B Specific Provisions – Sub – Clause 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.	Access date for stations shall be given progressively to the successful bidder
96	Part-3/ Section IX/ Page 130	Part-B Specific Provisions – Sub – Clause 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	Please confirm that the claim would consider cost compensation to Contractor for such events.	Please see reply to para 81.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
				subject to Sub-Clause 20.1 [Contractor's 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].		
97	Part-3/ Section IX/ Page 131	Part-B Specific Provisions – Sub – Clause 4.10 / Site data		The Contractor shall conduct further investigations considered necessary by him at his own cost and any error, discrepancies if found in Employer's data at any stage will not constitute ground for any claim for extra time and costs.	Please Consider for time and cost reimbursement in case of any change in Site Data	Please see reply to para 81.
98	Part-3/ Section IX/ Page 136	Part-B Specific Provisions – Sub – Clause 4.24 / Fossils		If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's 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].	Kindly consider for cost compensation in case of any discovery of fossils during execution of work.	Please see reply to para 81.
99	Part-3/ Section IX/ Page 139	Part-B Specific Provisions – Sub – Clause 6.2 / Rate of Wages and Conditions of Labour		During the Contract Period no extra amount in this regard shall be payable to the Contractor, for whatsoever reason including any revision of rates payable to the labour due to revision of rates payable in Minimum Wages Act.	Kindly provide the extra amount for revision of rates payable to the labour due to the revision of rates in Minimum Wages Act. Kindly change the clause accordingly.	Cannot be acceded to.
100	Part-3/ Section IX/	Part-B Specific		The Engineer shall give the Contractor not less than 24 hours'	Kindly consider for cost compensation for failure / delay by the Engineer in	Please see reply to para

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
	Page 141	Provisions – Sub – Clause 7.4 / Testing		notice of the Engineer’s intention to attend the tests. If the Engineer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Engineer’s presence. If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor’s 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].....	attending tests. Please clarify.	81.
101	Part-3/ Section IX/ Page 149	Part-B Specific Provisions – Sub – Clause 13.3.1 / Employer’s Variation & Variation Procedure		Part-1 (applicable for items which rates are available in CPWD SOR/ USSOR-Indian Railways)	Please Clarify among CPWD SOR, USSOR- Indian Railways, which one will have priority	CPWD SOR will have first priority and if the item is not available in CPWD SOR then rate will be taken from USSOR.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
102	Part-3/ Section IX/ Page 151	Part-B Specific Provisions – Sub – Clause 13.3.3 / Variation in Bill of Quantities		f) In case the variation in individual items or the group of items as stipulated above, is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity.	Please Clarify the time for mutual agreement of rates shall be 28 days.	Within 28 days from date of submission of rates for variation in quantities over and above 25% provided substantial justification as per requirement of NMRCL is duly submitted along with. The date of submission shall be reckoned from the date of receipt of proposal of variations duly forwarded by the Engineers.
103	Part-3/ Section IX/ Page 154	Part-B Specific Provisions – Sub – Clause 13.8		Adjustments for Changes in Cost / Change in legislation	The heading for the clause shall be limited to Adjustment for Changes in cost only and the words “Change in Legislation” shall be removed, as it creates confusion. Please Change.	Cannot be acceded to
104	Part-3/ Section IX/ Page 158	Part-B Specific Provisions – Sub – Clause 13.8 / Adjustmen ts 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 circular released by Govt. for Nagpur region instead of Considering Consumer Price Index. Please Change	Cannot be acceded to

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
105	Part-3/ Section IX/ Page 158	Part-B Specific Provisions – Sub – Clause 13.8 / Adjustmen ts 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.	Cannot be acceded to
106	Part-3/ Section IX/ Page 158	Part-B Specific Provisions – Sub – Clause 13.8 / Adjustmen ts 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.	Cannot be acceded to
107	Part-4 / Page 4	Financial Bid & Bill of Quantities		19. Chartered utilities will be shifted by NMRCL. For uncharted utilities, payment for diversion will be made under relevant payment Schedule of CPWD-SOR (Latest Version). If work is stopped due to uncharted utilities, no claim shall be entertained on this account.  Also, as per Part 2: Work requirements, Section VII – A:General Specifications	In case of any delay in shifting of utilities by NMRCL, then the same shall be reimbursed to the Contractor in terms of time and cost. Please Clarify	Please refer reply to para 81.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
				2.1.9 Interface Works v. 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		
108	Rahate Viaduct - I-Girder	Dwg no. R1/VIA/GA /006			Please provide the details of cross over where ever applicable in alignment drawing	Will be provided to the successful bidder
109	Rahate Viaduct Portals	Dwg no. R1/VIA/GA /006			Please provide the location of portal piers in tender alignment drawing	Will be provided to the successful bidder
110	Pier & Pier cap	General			Please provide the pier and pier cap drawings for all types which is proposed for the project	Will be provided to the successful bidder
111	Stations	General			Please provide the Max traffic openings & Min height clearance of stations construction activity	Will be provided to the successful bidder
112	Casting yard	General			Please provide the details of casting yard location and size of the casting yard	Please refer reply to para-12.
113	Casting yard	General			Please provide the details of bore log in proposed casting yard location.	As no casting yard land is being provided by NMRCL. No details are available.
114	Station	Utility			Please provide the available utility drawings for proposed alignment such as GAS/Water /Electrical/Tele communication line.	Available Utility services plan is enclosed along with this Corrigendum
115	Station	UJWAL Station, JAIPRAKAS			Please confirm the viaduct at concourse level was under contractors scope	There is no viaduct at concourse level. Please note concourse girders,

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
		H NAGAR & CHATRAPA TI				slab and other works (except station pile, pile cap, pier, pier arm) are in the scope of present RFP.
116	Station	UJWAL Station, JAIPRAKASH NAGAR & CHATRAPA TI			Please provide the numeration drawing for box girder at concourse level	Please refer reply to para 110.
117	Station	UJWAL Station, JAIPRAKASH NAGAR & CHATRAPA TI			Please confirm Launching girder can be used for erection of box girder at concourse level of stations.	Please refer reply at 115. Note that RFP does not cover any box girder at concourse level. For launching of Beams at concourse level, it is preferred to use road cranes.
118	Station	UJWAL Station, JAIPRAKASH NAGAR & CHATRAPA TI			Please provide the track level super structure details	A tentative sketch is enclosed herewith indicating track level superstructure.
119	Station	UJWAL Station, JAIPRAKASH NAGAR & CHATRA PATI			Please provide the connecting truss details and confirm the erection can be done as a whole or part pieces assembling.	It can be decided jointly post award of tender.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
120	Viaduct	GAD Drawing			Please provide the type of Super structures	For viaduct: - It is segmental box girder. For stations: It is pre-cast pre-tensioned "I" girders with RCC slab.
121	Viaduct	GAD Drawing			Please provide the pier wise span details in Alignment drawing	GAD enclosed.
122	Viaduct	GAD Drawing			Please provide the type of piers & portal beams in alignment drawings	GAD enclosed.
123	Viaduct	GAD Drawing			Please provide the type of piers & portal beams in alignment drawings	GAD enclosed.
124	Viaduct	GAD Drawing			Please provide the sub structure tender drawings	Tentative drawing of substructure is enclosed for reference.
125	Viaduct	GAD Drawing			Please provide the obligatory span details & Corresponding sub structure and super structure drawings	GAD enclosed.
126	Viaduct	GAD Drawing			Please provide the Max traffic openings & Min height clearance of obligatory spans during construction activity	IT shall be jointly decided post award of tender.
127	Viaduct	AutoCAD drawing		PDF drawings of the alignment plan are available	Please provide AUTO CAD drawings of the alignment drawings	GAD (autocad dwg file) is enclosed.
128	Viaduct I-Girder	Dwg no. R1/VIA/GA /006			Please provide the details of I-Girders based on span configuration	It shall be provided to successful bidder. However, span details can be seen in GAD.
129	Part-2 : Work Requirement s Section VII-A : General Specifications	Cl: 2.1.3 Scope of Work		Detailed investigation of the site for station Design and execution of the <b>work including track bed and track bed supporting structures in station area</b>	Our Understanding is Construction of Station Track bed /Track bed Supporting structures is not part of this scope , Please clarify <b>Since the Scope is Duplicated in Tender</b>	Yes, it is not a part of present RFP.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
					<b>Contract BID: N1C-08/2016</b>	
130	Part-4:Financial Bid & Bill of Quantities	Schedule C : Structure works of Station T02-Cl:2.1 - Construction of Station Pier & Pier Arm		Providing M45/20 concrete (cement as per technical specification) for station piers of all heights (standard pier, portal pier, cantilever piers, etc.) incl. shuttering, scaffolding and all related operations as required for completing the work.	Our Understanding is That Construction of Station Pier & Pier Arm of Concourse & Platform is not in part of this contract. Please Clarify <b>Since the Scope is Duplicated in Tender Contract BID: N1C-08/2016</b>	Yes, these are not part of scope of present RFP.
131	Part-4:Financial Bid & Bill of Quantities	Schedule C : Stations - Structure (NSDR Items) Station Name mismatching & Values Missing		AIRPORT ,JAIPRAKASH, CHATRAPATHI, UJWAL, ALL 6 STATIONS, Airport South, AJNI SQUARE, Congress Nagar	Some Values in the Column “ All 6 Stations” values are missing and shown “#####” & Station names are mentioned wrongly pertaining to Reach-1, please provide the corrected document	The referred attachment as mentioned herein stands deleted
132	Part-2 : Work Requirements Section VII-A : General Specifications	Cl: 2.1.3 Scope of Work		Detailed investigation of the site for station Design and execution of the work including track bed and track bed supporting structures in station area	Our Understanding is Station Design is not part of scope. please Clarify	Yes, station design is not in the scope of this tender.
133	Part III: Conditions of Contract, Section-IX, Annexure-IX-C	Annexure-IX-C CONTRACT KEY DATES AND COMPLETI		Key Date: <b>65 Weeks:</b> Completion of concourse level slab of two stations.	Since as per the Contract Tender Contract BID: N1C-08/2016 (Key Date 10: 70 Weeks: Completion of all piers & pier arms) Since the Completion of concourse level slab of two stations (BID: N1C-07/2016)	This key date shall be worked out jointly port award of contract.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
		ON DATE			is entirely depended on the Completion of Station Pier Arm of BID: N1C-08/2016 The Time Dependency, Schedule of Handing over of Station pier Arms & Interface between the Two Tender Contract packages is Unclear. Please Clarify	
134	Part III: Conditions of Contract, Section-IX, Annexure-IX-C	Annexure-IX-C CONTRACT KEY DATES AND		Key Date: <b>65 Weeks:</b> Completion of concourse level slab of two stations.	Please Clarify the Start Week in which the Station Pier arms of 1 <sup>st</sup> Station will handed over to the contractor.	Please refer reply to pt 133
135	Part-2 : Work Requirements Section VII-D : Tender Drawings	Typical Metro Station-Reach-3 Concourse Level Plan		Concourse Deck Slab (Pre-stressed Slab of 1500 Thick) Mentioned in Drawing	Please Provide the General Arrangement & Numeration drawings of the Mentioned Concourse Deck Slab (Pre-stressed Slab of 1500 Thick)	Please refer reply to pt 128
136	Part-2 : Work Requirements Section VII-D : Tender Drawings	Typical Metro Station-Reach-3 Concourse Level Plan		Solid Slab Shown in Structural Arrangement - Cross Section	Please Provide the Framing Plan (showing dimensions of beams, Box Girder & I Girder) of Concourse level, Track & Platform of all the 10 Stations.	Please refer reply to pt 128
137	Part-2 : Work Requirements Section VII-D : Tender Drawings	Typical Metro Station-Cross Section		2 Types of Station Cross Sections provided 1. Structural Arrangement Cross Section Drawing – With Box Girder in Track Supporting Level 2. Cross Section Drawing - With I Girder in Track Supporting Level	Please Clarify which type of Station cross section to be followed. If Both the Types are to be followed , then name the stations for which the Box Girder type track level (with Cantilever Pier Arm) are to be followed And name the stations for which the I Girder type track level (with Portal Pier Arm) are to be followed	Please refer reply to pt 120

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
138	Part-2 : Work Requirements Section VII-A : General Specifications	Cl: 2.1.3. (iii) Scope of Work		Structural Roof shall be Pre Engineered Building Structures.	Please provide the drawings of Structural Roof	Please refer reply to pt 128
139	Part-2 : Work Requirements Section VII-A : General Specifications	Cl: 2.1.3. (iii) Scope of Work		Station structure including track supporting structure , Commercial area ,column, Pre cast and Cast in-situ beams, slabs, staircases, parapets, canopies, gutters, facades, RCC Water Tank (Underground / Overhead), Entry-Exit Structures, Steel Roof with Roofing Sheet	Please provide the Numeration drawings of Pre cast and Cast in-situ beams, slabs, staircases, parapets, canopies, gutters, facades, RCC Water Tank (Underground / Overhead) & Entry-Exit Structures	Please refer reply to pt 128
140	Part-2 : Work Requirements Section VII-D : Tender Drawings	Typical Metro Station-Structural Arrangement - Cross Section		Box Girder Supporting Track Level	Please provide the Cross section drawing of Box Girder with Segmentation & Pre-Stressing Details	Please refer reply to pt 120
141	Part-2 : Work Requirements Section VII-D : Tender Drawings	Typical Metro Station - Cross Section		I Girder Supporting Concourse & Track Level	Please provide the Cross section drawing of I Girder with Pre-Stressing Details Also please provide the weight of the precast I girder?	Please refer reply to pt 128
142	Part-II, Section-VII/Page - 180 & 181	2.7 Construction Depot & Dumping Yard		No land for casting yard or offices/laboratories etc will be provided by the employer	Please clarify whether the Employer will aid in locating the depot/ yard & getting approvals for setting casting / dumping yard from concerned authorities at the contractor's cost.	NMRCL will extend all possible aid by following it up with the concerned authorities at the contractor's cost.
143	Part-II, Work Requirements	Annexure-VII-a / Appendix-4		Additional Clearance for Platforms on Curve	Drawings provided which is not readable format, kindly provide the clear drawings & Auto CAD files to facilitate bidding.	GAD enclosed

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
144		General			Please clarify the list of on road and off road stations, also please provide the minimum traffic height clearance shall be maintained below the temporary form work	Only one station i.e Dharampeth College Station is off the road rest all are on the road.
145		General			In order to maintain the schedule completion of contact package BID NIC 07/2016 (viaduct erection works) , Please provide the key date for station contractor (BID NIC:08/2016 ) to hand over the stations start and end pier to viaduct segmental erection works	It shall be provided to the successful bidder.
146	Part-4	Financial Bid & Bill of quantities			The downloaded BOQ document most of the pages is not readable format. Kindly provide MS Excel format to ease of preparation of price by the bidder.	The revised financial /commercial bid is enclosed with this Corrigendum.
147	Item no. T01, 1.1 of schedule C	Foundation		Note: Contractor shall locate suitable place for dumping waste material at his own.	You are requested to kindly provide us suitable land for disposal purpose. Further it is requested that the item of disposal may kindly be paid in Cum Km and oblige.	Cannot be acceded to
148	Item no. 6.0, A, B,C, D NDSR, Schedule D	Stainless Steel Works		Stainless Steel Railing	Kindly provide the detailed drawings for accurate working.	Will be provided to the successful bidder
149	Item no. 5.0, Schedule D	Wood work and Iron Mongery		Toilet Cubicles	Kindly incorporate Merino, Greenlam Industries as approved make for toilet cubicles.	Cannot be acceded to
150	Item no. 2.0, 3.0, Schedule D	Stone and		Stone and Granite works and tile works	As the stones and flooring tiles costs vary over a wide range, you are hereby requested that the basic rate be	Cannot be acceded to

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
		Granite works and tile works			provided for stones and flooring tiles and price variation be paid based on the difference between actual purchase price and basic rates.	
151	Part-2: Work Requirement Section VII-B: Particular Specification-Structural, Page no. 89	Reinforcement		Only TMT reinforcing bars of grade Fe500 (0.2% proof stress / yield stress not less than 500 MPa) confirming to IS:1786 – 1985 shall be supplied and used as reinforcement steel for the permanent work	BOQ specifies that Fe 500 D steel be used, whereas specification specifies that TMT Fe 500 steel be used. Kindly clarify.	Please adopt 500D steel.
152	Item no. T04, Schedule C	Structural Steel Works		STRUCTURAL STEEL - PEB / AT SITE as required	Kindly specify the grade of the structural steel to be used.	It shall conform to relevant IS code from vendor list of RFP.
153	PART 3: Condition Of Contract & Contract Form SECTION IX: Particular Condition of Contract	Extra Items		An amount of 20% of items (i), (ii), (iii) and (iv) above to allow for Contractor's overheads, profits and corporate taxes. This percentage shall also apply to estimated cost of Materials supplied free to the Contractor.	An amount of 30% of items (i), (ii), (iii) and (iv) above to allow for Contractor's overheads, profits and corporate taxes. This percentage shall also apply to estimated cost of Materials supplied free to the Contractor.	Cannot be acceded to
154	E tender notice	Tender notice		Time for completion of the work from the date of commencement of the work shall be 110 weeks.	Considering the complexity and magnitude of the work, we request you to kindly revise the completion period to 156 weeks.	Cannot be acceded to
155	PART-2: Work Requirements			NMRC shall obtain all statutory permissions, NOC, Clearance, approval of design pertaining to main works of METRO. The bidder	Clauses seems to be in contradiction to each other. Kindly clarify.	Clause is self-explanatory

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
	Section VII-A: General Specifications , page no. 173	NOC/ Permissions		shall submit his design / planning (if any) to NMRCL for forwarding to authority concerned. The successful bidder shall arrange a follow up & coordination for the same to the authority concerned.		
156	PART-2: Work Requirements Section VII-A: General Specifications, page no. 184			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 working in such location.		Clause is self-explanatory
157	E tender notice	Tender Security		The total security amount shall be a total of INR 20 million submitted as below: (a) INR 3.6 million by RTGS/NEFT/Credit Card Online as per procedure in E-tender Portal. (b) INR 14.4 million in form of Bank Guarantee, as per procedure given in bid documents.	We request you to kindly accept total EMD in the form of bank guarantee.	Cannot be acceded to
158		SECURED ADVANCE		There is no clause in the tender.	We request you to pay us secured advance @ 90% of value of materials brought at site.	Cannot be acceded to
159	PART 3: Condition Of Contract & Contract	Sub-clause 13.7 – Adjustmen		However, In the event the GST is imposed, it will be presumed that it is replacement to the existing taxation and not an additionally,	The Clause be replaced by In the event the GST is imposed, additional amount will be paid or difference will be recovered as a result	Clause is self-explanatory

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
	Form SECTION IX: Particular Condition of Contract	ts for Changes in Legislation		however in case any statutory, constitutional or administrative authority, having jurisdiction, issues the decision/ GFR/Govt.Order in writing, taking into account the taxes applicable prior to GST, additional amount will be paid or difference will be recovered as a result of GST.	of GST.	
160	Part III: Condition of Contract, Section-IX, Annexure-IX-C, Clause no. 4	Liquidated damages		The total amount of Liquidated Damages and penalties on all Key Dates summed up including KD related to taking over on completion of entire work shall be 10% of the total Contract Value.	Kindly reduce the ceiling of maximum liquidated damages to 5% of the contract as practiced by most of the government organizations.	Cannot be acceded to
161	PART-2: Work Requirements Section VII-A: General Specifications, clause no.173	Land for Casting yard, batching plant, labour hutments etc.		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.	Kindly provide 10 acre land for Casting yard, batching plant, labour hutments etc. at free of cost	Please refer reply to pt 12 of this Corrigendum.
162	PART-2: Work Requirements Section VII-A: General Specifications, clause no. 2.9.3	Utility Shifting		Contractor shall be paid for diverting the utilities under relevant item heads.	In case, utility shifting is required to be carried out, what will be the rates at which contractor will be paid.	Utility shifting is responsibility of NMRCL. However, in case of any unchartered utilities arising the same shall be paid according

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
						to relevant item of RFP.
163	Page no. 1, E tender notice	Due date of submission		Online submission is due by 01/07/2016 in NMRCL's e-tender portal.	The tender involves various specialized agencies for which rates are required to be invited from specialized agencies. These rates required to be negotiated further to optimize the price. Therefore it is hereby requested the due date of submission be kept at 1 month after the issuance of clarification.	Refer Sr. No 3 above in this Corrigendum.



**Appendix 4.4-F: Scope of Work Compliance Undertaking**

Our understanding to the scope of work is enclosed herewith.

We hereby confirm that our offer is fully compliant with the scope of work detailed in Works Requirements.

**Seal**  
**Date:**

**SIGNATURE OF THE BIDDER**

**(E-1) Format for PoA for Bidder bidding as a sole bidder company**

**POWER OF ATTORNEY**

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country)*

Power of Attorney to be provided by the Bidder Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We .....(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for '.....' [name of the work] for Nagpur Metro Rail Project in response to the Bidding Document dated \_\_\_\_\_ issued by Nagpur Metro Rail Corporation Limited (NMRCL) (the Company) including signing and submission of the Bid and all other documents related to the bidding, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Company may require us to submit and also signing and executing the Contract Documents. The aforesaid Attorney is further authorized for making representations to the Company or any other authority, and providing information / responses to the Company, representing us in all matters before the Company, and generally dealing with the Company in all matters in connection with our Bid till the completion of the bidding process as per the terms of the Bidding Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Bidding Documents.

Signed by the within named

.....[Insert the name of the executant company]

through the hand of

Mr. ....

duly authorized by the Board to issue such Power of Attorney

Dated this ..... day of .....

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1. ....

(Signature)

Name .....

Designation.....

2. ....

(Signature)

Name .....

Designation.....

**Notes:**

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
2. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

43	<b>Sub-clause 13.3.3 (New sub-clause)</b>	<p><b><u>Variation in the Bill of Quantities</u></b></p> <ul style="list-style-type: none"> <li>i) The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. Some items/group of items may have to be altered, added or omitted. The Contractor shall be bound to carry out and complete the stipulated work as instructed by the Engineer, irrespective of the magnitude of variations including additions, alterations or omissions in the Bill of Quantities, individual items or group of items, specified in the Bill of Quantities.</li> <li>ii) Such variations shall be paid as follows: <ul style="list-style-type: none"> <li>a) At the accepted rates of the Contract for Positive variation in quantities to the extent of 25%,, except in the case of foundation works. Unless otherwise specifically provided for in the Bill of Quantities or elsewhere in the Contract, the variation of 25% shall be applicable to a group of items mentioned therein and not to individual items. In case of variation in quantities on minus side, contract rates will be payable for executed quantities.</li> <li>b) In case of foundation work, no variation limit applies and Contractor shall carryout the Work, at rates stipulated in the Contract irrespective of any variation.</li> <li>c) In case of earth work, the aforesaid variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantity of individual classifications of soil will not be subject to this limit where any variation can take place.</li> <li>d) For items against which the quantity given in the Bills of Quantities is “if or as required”, there shall be no increase/decrease of rates whatever be the quantity finally executed.</li> <li>e) Variation in the quantity of items individually costing upto 1% of the total contract value, shall be payable at the rates stated in the Contract notwithstanding the magnitude of variation upto 2% of the original Contract Value for each item.</li> <li>f) In case the variation in individual items or the group of items as stipulated above, is more than 25% on plus side, the rate for the varied quantity beyond 25% shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity.</li> <li>g) In case Engineer introduces an item for which the Contract does not contain any rates or prices applicable to the varied Works, the rate of such items shall be derived, wherever possible, from rate for similar items available in the Bill of Quantities of the accepted Tender. In case this is</li> </ul> </li> </ul>
----	---	--

not possible, the rate may be decided on the following basis:

- i. Cost of Materials at current market price, as actually utilised in the final finished Permanent Works, including a reasonable percentage for wastage and transportation.
  - ii. Cost of enabling works if any (unless provided for separately) worked out on the above basis but with less stringent quality. Specifications minus salvage value of serviceable material released after completion of work and cost of material released as scrap.
  - iii. Cost of labour actually used at the site of work at rates under Payment of Minimum Wages Act for the area of work for each category of worker, further enhanced by a percentage of 10% of the aforesaid rates to account for labour not directly utilised at Site and other ancillary and incidental expenses on labour.
  - iv. Hire charges for Plant & Machinery, scaffolding, shuttering, forms, etc., required to be used at the site of the work. The tools used by the various trades shall not be counted as Plant & Machinery for this purpose.
  - v. An amount of 20% of items (i), (ii), (iii) and (iv) above to allow for Contractor's overheads, profits and corporate taxes. This percentage shall also apply to estimated cost of Materials supplied free to the Contractor.
  - vi. In all cases where extra items of work are involved, for which there are no rates in the accepted Bill of Quantities the Contractor shall give a notice to the Engineer, of at least 7 days before the need for their execution arises.
- h) In the event of disagreement in respect of items (f) and (g) above, the Engineer shall fix such rates of price as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on account payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities/new items and the Engineer shall be free to get such additional quantities beyond 25% new items executed through any other agency. However, if the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.