

CORRIGENDUM-I
PRE- BID MEETING 27/10/2015

Date: 30/10/2015

**Name of Work: - Construction of Residential, Office Building and other development work for firing range at
Wayfal for Metro Rail Project**

Tender No. : - NMRCL/CONST (CIVIL)/04-2015, DATED 16/10/2015

TENDER No: - (Portal) 21

| Sr. No | Clause | Query | Clarifications |
|--------|--------|--|---|
| 1 | | Please allow submission of Bank Guarantee in form of Earnest Money | Not accepted. Tender condition Prevails |
| 2 | | Kindly reduce the Security Deposit from 10% to 4% as is the practice in all government divisions. | Not accepted. Tender condition Prevails |
| 3 | | Environment clearance and tree cutting permission, if needed, should be in scope of NMRCL, Nagpur and provided along- with Work order. | Permissions will be sought by NMRCL |
| 4 | | Since this is Percentage rate Agreement, kindly withdraw the criteria of submission of "Experience in turn-key basis contractor" on Page 19. | Stands amended as , "At least five years experience as a prime contractor in building construction" |
| 5 | | With reference to above said work we require details Drawings set for the purpose of working the tender. kindly request to upload complete drawing set | Schematic drawings uploaded along with |

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| 6 | Detailed scope of work is not described in bid document. | <p>This work envisages following work :</p> <p>Scope of work Construction of DCP and other office buildings, Residential Buildings, Road, Drain, Footpath work, Utilities Shifting, other Miscellaneous works related to Metro Rail Project implementation at Nagpur and Construction of new firing Range at wayfal village. (Block/ Tehsil Hingna, Nagpur)</p> <ol style="list-style-type: none"> 1) Development and construction of Firing Rang at village wayfal (block/tahsil hingna , Nagpur Approx.) cost Rs. 3 crores. a)Construction of firing butt b) Construction of equipment store room. c) Construction of firing Range for 50 yards & 100,200,300 yards Separately. d) Construction of officers rest house. d)Construction of Hall of approximate size 6m x 9m. e)Construction of @ 1500 m Length WBM approach road. f) Construction of @ 100000 m 3 earthwork in cut lead to Bank since site is Very undulating. g) Construction of chain link fencing @ 1000 m. h) Any other structure related to firing range. <ol style="list-style-type: none"> 2)Construction of DCP office at Sitabuldi, Nagpur Approx. cost: Rs 35 lakh 3)Construction of Residential buildings 4)Construction of other office buildings 5)Construction of Roads 6)Widening of existing road 7)Construction / modification of footpath 8)Utilities shifting 9)Construction/diversion of drain 10) All other allied works incidental to metro rail project execution. |
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| 7 | Clause No. 36 | All quarry fees, royalties, and ground rent for stacking materials if any should be paid by the contractor who will however be entitled to a refund of such of the charges as are permissible under the rules or obtaining a certificate from the Engineer- In – Charge that the materials were required for use on NMRCL work. | Read As Corrected : |
| 8 | | Please Clarify about Service tax | All quarry fees, royalties, and ground rent for stacking materials if any should be paid and borne by the contractor. Service tax is not applicable to metro rail project. Bidder should verify at his own about its applicability. If same becomes applicable then on submission proof of having deposited the service tax, NMRCL will reimburse as per actuals . |
| 9 | | We stand eligible as per the first 4 points mentioned in the Eligibility Criteria stated on page 19,i.e Registered with Central Government, Five years experience as prime contractor, and Average Turnover, But as mentioned further in your Eligibility Criteria that work of similar type with stat Government / Central Government / Public sector Undertaking (PSU)/Urban local bodies during the last preceding five financial years | Criteria is self explanatory |
| 10 | | On the other hand we qualify with Government and some private corporate organizations contracts with proof of tax deducted at source along with completion certificate for work done. We are registered with Military Engineering Services (MES) in S class and also with National Building Construction Corporation Ltd(NBCC) | Qualification will be based strictly on eligibility criteria |
| 11 | | We would like to know do we qualify to quote for said tender or not with government and private work fulfilling your eligibility criteria | Same as above |
| 12 | | Kindly advice regarding Clause No.54 PRICE VARIATION CLAUSE . The said clause contradicts some of the portions of the tender document. As it is stated at some points that the price will remain firm & fix throughout the contractual period | As corrected. Clause 54 prevails as per Annexure I. |

Encl: Annexure I


 General Manager (Proc.)
 NMRCL, Nagpur

ANNEXURE -I

| Clause 54 | <u>PRICE VARIATION CLAUSE</u> | | | | | | | | | | | | | |
|-------------------------|---|-----------------------|----|---------|-------------------------|----|---------|-----------------------|----|----------------|--|--|-----------------|---|
| | <p>If during the operative period of the contract as defined in condition (i) below, there shall be any variation in the Consumer Price Index (New Series) for Industrial Workers for Nagpur centre as per the Labour Gazette published by the Commissioner of Labour, Government of Maharashtra and/or in the wholesale Price Index for all commodities, prepared by the office of Economic Adviser, Ministry of Industry, Government of India or in the price of petrol/oil and lubricants, and major construction materials like bitumen, cement, steel, various types of metal pipes etc., then subject to the other conditions mentioned below, price adjustment on account of</p> <ol style="list-style-type: none"> 1) Labour Component 2) Material Component 3) Petrol, Oil, and Lubricants Component. 4) HYS& Mild Steel Component. 5) Cement Component <p>Calculated as per the formula hereinafter appearing, shall be made. Apart from these, no other adjustments shall be made to the contract price for any reasons whatsoever. Component percentages as given below are as of the total cost of work put to tender. Total of Labour, Material & POL components shall be 100 and other components shall be as per actuals.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">1. Labour Component -</td> <td style="width: 10%;">K1</td> <td style="width: 40%; text-align: right;">13.54 %</td> </tr> <tr> <td>2. Material Component -</td> <td>K2</td> <td style="text-align: right;">75.00 %</td> </tr> <tr> <td>3. P.O.L. Component -</td> <td>K3</td> <td style="text-align: right;"><u>11.46 %</u></td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">100.00 %</td> </tr> </table> | 1. Labour Component - | K1 | 13.54 % | 2. Material Component - | K2 | 75.00 % | 3. P.O.L. Component - | K3 | <u>11.46 %</u> | | | 100.00 % | <p>4. HYS& mild steel component</p> |
| 1. Labour Component - | K1 | 13.54 % | | | | | | | | | | | | |
| 2. Material Component - | K2 | 75.00 % | | | | | | | | | | | | |
| 3. P.O.L. Component - | K3 | <u>11.46 %</u> | | | | | | | | | | | | |
| | | 100.00 % | | | | | | | | | | | | |

| Cement component | Actual | Actual |
|--|--------|--------|
| component | | |
| <p>Note:- If Cement, Steel Bitumen, C.I.& D.I. Pipes are supplied on Schedule "A", then respective component shall not be considered. Also if particular component is not relevant same shall be deleted.</p> | | |

1. Formula for Labour Component :

$$V1 = 0.85 P \times [(K1 / 100) \times (L1 - L0) / L0]$$

Where,

V1 = Amount of price variation in Rupees to be allowed for labour component.

P = Cost of work done during the quarter under consideration

Minus the cost of Cement, HYSD and Mild Steel, bitumen, C.I. & D.I. Pipes calculated at the basic star rates as applicable for the tender, consumed during the quarter under consideration. These Star Rates shall be as under

Star Rates

1. Cement Rs. 5800 Per M.T.
2. HYSD and Mild Steel Rs. 43000 Per M. T.
3. Structural Steel Rs. 47500 Per M. T.
4. TMT Steel Rs. 46000 Per M. T.

K1 = Percentage of labour component as indicated above.

L0 = Basic consumer price index (New Series) for Nagpur Centre shall be average consumer price index for the quarter preceding the month in which the last date prescribed for receipt of tender falls.

L1 = Average Consumer Price Index for Nagpur Centre for the quarter under Consideration.

2. Formula for Materials Component :

$$V2 = 0.85 P \times [(K2 / 100) \times (M1- M0) / M0]$$

Where,

- V2 = Amount of price variation in Rupees to be allowed for Materials component.
- P = Same as worked out for labour component.
- K2 = Percentage of material component as indicated above.
- M0 = Basic wholesale price index shall be average wholesale price index for the Quarter preceding the month in which the last date prescribed for receipt of tender falls.
- M1 = Average wholesale price index during the quarter under consideration.

3. Formula for Petrol, Oil and Lubricant Component:

$$V3 = 0.85 P \times [(K3 / 100) \times (P1- P0) / P0]$$

Where,

- V3 = Amount of price variation in Rupees to be allowed for POL component.
- P = Same as work out for labour component.
- K3 = Percentage of Petrol, Oil and Lubricant Component.
- P0 = Average price of H.S.D. at **Mumbai** during the quarter preceding the month in which the last date prescribed for receipt of tender, falls.
- P1 = Average price of H.S.D. at **Mumbai** during the quarter under consideration.

4. Formula for H.Y.S.D/ Mild Steel / TMT/ Structural Steel Component

$$V5 = \frac{SO(SI1 - SIO) \times T}{SIO}$$

Where,

V5 = Amount of price Variation in Rupees to be allowed for HYS/D/Mild Steel /TMT / Structural Steel Component.

SO = Basic Star rate of TMT Steel in Rupees per metric tonne as considered for working out value of P.

SI1 = Average Steel Index as per RBI Bulletin during the quarter under consideration.

SIO = Average Steel Index as per RBI Bulletin during the quarter preceding the month in which the last date prescribed for receipt of tender falls.

T = Tonnage of Steel Used in permanent works for the quarter under consideration.

5. Formula for Cement Component

$$V6 = \frac{CO(CI1 - CIO) \times T}{CIO}$$

Where,

V6 = Amount of price escalation in Rupees to allowed for cement component.

CO = Basic rate of cement in rupees per metric tonne as considered for working out value of P.

CI1 = Average cement Index published in RBI Bulletin for the quarter under consideration.

CIO = Average of cement index published in RBI Bulletin for the quarter preceding the month in which to the last date prescribed for receipt of tender falls.

T = Tonnage of cement used in the permanent works for the quarter under consideration.

6. Formula For Bitumen Component

$$V4 = QB (B1-B0)$$

Where,

V4 = Amount of price variation in Rupees to allowed for Bitumen component.

QB = Quantity of Bitumen (Grade) in metric tonnes used in the permanent works and approved enabling works during the quarter consideration.

B1 = Current average ex-refinery price metric tonne of Bitumen (Grade) under Consideration including taxes (octori, excise, sales tax) during the quarter under Consideration

B0 = Basic star rate Bitumen in rupees per metric tone as considered for working out value of P or average ex-refinery price in rupees per metric tonne including taxes (octori, excise, sales tax) of Bitumen for the grade of bitumen under consideration prevailing preceding the month in which the last date prescribed for receipt of tender, falls, whichever is higher.

THE FOLLOWING CONDITIONS SHALL PREVAIL:

The operative period of the Contract shall mean the period commencing from the date of work order issued to the Contractor and ending on the date on which the time allowed for the completion of the works specified in the Contract for work expires, taking into consideration the extension of time, if any, for completion of the work granted by the Engineer-In-Charge under the relevant clause of the Conditions of Contract in cases other than those where such extension is necessitated on account of default of the Contractor. The decision of the Engineer-In-Charge as regards the operative period of the Contract shall be final and binding on the Contractor. Where any compensation for liquidated damages is levied on the Contractor on account of delay in completion or inadequate progress under the relevant Contract provisions, the price adjustment amount for the balance work from the date of levy of such compensation shall be worked out by pegging the indices L1, M1, P1, S11 and C11 to the levels corresponding to the date from which such compensation is levied.

i) This price variation clause shall be applicable to all contracts in B-1, forms but shall not apply for piece works. The price variation shall be determined during each quarter as per formula given above in this clause.

ii) The Price Variation under this Clause shall not be payable for the extra items required to be executed during the completion of the work and also on the excess quantities of items payable under the provisions of Clause 38 of the contract form B-1 respectively. Since the rates payable for extra items or the extra quantities under Clause 38 are to be fixed as per current DSR or as mutually agreed to yearly revision till completion of such work. In other words, when the completion/execution of extra items as well as extra quantities under Clause 38 of the

contract form B-1 extends beyond the operative date of the D.S.R. then rates payable for the same beyond the date shall be revised with reference to the current D.S.R. prevalent at that time on year to year basis or revised in accordance with mutual agreement thereon, as provided for in the Contract, whichever is less.

iii) This clause is operative both ways, i.e. if the price variation as calculated above is on the plus side, payment on account of the price variation shall be allowed to the contractor and if it is on the negative side, the NMRCL shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract.

iv) To the extent that full compensation for any rise or fall in costs to the Contractor is not entirely covered by the provision of this or other clauses in the contract, the unit rate and prices included in the contract shall be deemed to include amounts to cover the contingency of such other actual rise or fall in costs.


General Manager (Proc.)
NMRCL, Nagpur