

CORRIGENDUM- II

Name of work: Design and Construction of Viaduct in Reach-3 between Jhansi Rani Square and Lokmanya Nagar Stations from Ch 7825m to 18212 m on the East-West Corridor of Nagpur Metro Rail Project.

Tender no (As per NMRCL): N1C-08/2016

Date: 24/05/2016

Tender no (As per portal): 44

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
1.	Page 1	NIT	Key details	Online submission up till 16.00 Hrs. on 18/06/2016 in NMRCL's e-tender portal	Request an extension of 28 days.	Request cannot be acceded to.
2.	Page 1	NIT	Key details	110 (One Hundred and Ten) Weeks (including Monsoon period)	Request to extend upto 156 (One Hundred and Fifty Six) Weeks.	Request cannot be acceded to.
3.	Page 1	NIT	Key details	The total security amount shall be a total of INR 20 million submitted as below: (a) INR 4 million by RTGS/NEFT/Credit Card Online as per procedure in E-tender Portal. (b) INR 16 million in form of Bank Guarantee , 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 20 Million, instead of 2 parts as mentioned in NIT by partially E-payment & partially BG.	Request cannot be acceded to.
4.	Page 32 / Part-I, Section-II-BDS	ITB 8.2	Amendment of bidding documents	Such modification in the form of an addendum will be uploaded on the e-tendering portal http://nmrcl.maharashtra.etenders.in within the date given in NIT, which shall be available for all the prospective Bidders who have purchased the	The last date of issuing addendum is not given in the NIT as mentioned in the Clause ITB 8.2. Kindly provide the last date of issuing addendum. Further we shall be given minimum of 4 weeks of time for submission	The pre-bid queries are minor in nature. Hence extension request cannot be acceded to.

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				Bidding Documents in the Tender period	from the date of issue of addendum and also an opportunity to raise any queries rising from the addendum.	
5.	Page 35 / Part-I, Section-II-BDS	ITB 11.7	Tender Index & Entire Bid document	The entire bid document along with all corrigendum and addendum issued from time to time and requisite enclosures required shall be uploaded in the E-Tender portal of NMRCL by the authorized Representative / signatory on behalf of the bidder with his digital signature. The bidder who fails to upload as mentioned aforesaid the entire document, his bid shall be treated as non-responsive and not considered for evaluation.	<ol style="list-style-type: none"> 1. We understood that the entire bid document along with all corrigendum and addendum issued from time to time is not required to put seal & sign, only the digital signature is enough. Please clarify. 2. Shall we upload the technical bid submission in the E-Tender portal of NMRCL by the authorized Representative / signatory on behalf of the bidder with his digital signature without seal & sign? Please clarify 	<ol style="list-style-type: none"> 1. Your understanding is correct. 2. No physical signature is required for uploading the bidding document, corrigendum, addendum, etc. However, various technical submissions, forms which are required to be filled up and scanned and then uploaded should be duly signed with seal and notarized wherever such requirement is mentioned in the bidding document.
6.	Page 39 / Part-I, Section-II-BDS	ITB 14.13	Bid Prices & Discounts	(i) Certificate of the Chartered Accountant in regard to turnover of the contractor relating to NMRCL project	If the bidder is not executing the NMRCL project, trust this the certificate is not required to submit in the technical bid submission by the bidder. Please	This point relates to certification to be maintained and submitted by the successful bidder after award of contract.

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					Clarify	
7.	Page 60 / Part-I, Section-III- Evaluation & qualification criteria	Clause 3.1 of i.a	Bid Capacity	1. 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 concerned clause may be read as "The available bid capacity should be more than INR 4000 Million."
8.	Page 607 / Part-III, Section-VII- General conditions of contract	Sub-Clause 14.2	Advance payment	The Employer shall make an advance payment restricted to a maximum of 5% of contract value to be disbursed in two equal installments as an interest-free loan for mobilization and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause	Request to increase mobilization advance to 10% of Overall accepted contract value instead of 5% of contract value.	The corrected Clause may be read as follows, "The Employer shall make an advance payment restricted to a maximum of 10% of contract value to be disbursed in two equal installments as an interest-free loan for mobilization and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of installments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data." <u>Rest of the provisions of the clause remains the same.</u>

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9.	Page 663 / Part-III, Section-VII- General conditions of contract -Part-B Special Provisions	Sub-Clause 1.5	Priority of documents	<p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of documents shall be in accordance with the following sequence:</p> <p>(a) the Contract Agreement (if any)</p> <p>(b) the Letter of Acceptance</p> <p>(c) the Pricing Document / BOQ</p> <p>(d) the Specification</p> <p>(e) the Drawings</p> <p>(f) the Particular Conditions / SCC – Part A</p> <p>(g) the Particular Conditions – Part B</p> <p>(h) these General Conditions; and</p> <p>(i) the Schedules and any other documents forming part of the Contract.</p> <p>(j) Letter of Tender except Pricing Document / BOQ; and</p> <p>(k) Any other document forming part of the Contract Agreement</p> <p>If an ambiguity or discrepancy is found in the documents, the Engineer shall</p>	<p>Kindly include the priority of PART 1, PART 1A, PART 2 (section VII and VII C) and Part 3 (section XI) & change as sl.no (k) should be form part of sl.no (a).</p>	<p>The order of priority in case of ambiguity or discrepancy in the document shall remain as mentioned in Sub Clause 1.5, Page 663 of RFP except additional mention of, “SOD, DBR in Para d).”</p>

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				issue any necessary clarification or instruction.		
10.	Page 669 / Part-III, Section-VII- General conditions of contract -Part-B Special 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 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 Time for Completion], and	Kindly consider for cost reimbursement in case of any error in setting out of the works.	Request cannot be acceded to.
11.	Page 671 / Part-III, Section-VII- General conditions of contract -Part-B Special Provisions	Sub-Clause 4.12	Unforeseeable physical conditions	This provision applies if unforeseeable physical condition continues for more than a period of 60 days in continuation, Contractor shall be entitled to claim as per Clause 8.4 & 20.1 both. It is further clarified that if this unforeseeable condition remains less than 60 days then the contractor are entitled to claim time extension only under Sub-clause 8.4.....	In case of any Unforeseen Physical conditions, then Employer should consider for suitable compensation in time and cost for the contractor. Please clarify.	As per provisions of RFP.

12.	Page 675 / Part-III, Section-VII- General conditions of contract -Part-B Special Provisions	Sub-Clause 4.24	Fossils	<p>All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.</p> <p>The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. 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].....</p>	Kindly consider for cost compensation in case of any discovery of fossils during execution of work.	As per provisions of RFP.
13.	Page 685 / Part-III, Section-VII- General conditions of contract	Sub-Clause 6.2	Rate of Wages and Conditions of Labour	The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. 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	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.	As per provisions of RFP.

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	-Part-B Special Provisio ns			payable in Minimum Wages Act.		
14.	Page 689 / Part-III, Section- VII- General conditio ns of contract -Part-B Special Provisio ns	Sub-Clause 7.4	Testing	<p>.....</p> <p>The Engineer shall give the Contractor not less than 24 hours' 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.</p> <p>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].....</p>	Kindly consider for cost compensation for failure / delay by the Engineer in attending tests. Please clarify.	As per provisions of RFP. However, we assure that no such delay as contemplated in a query shall occur.

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15.	Page 707 / Part-III, Section-VII- General conditions of contract -Part-B Special Provisions	Sub-Clause 14.2.1	Advance against Plant & Machinery	The total advance for Plant and Machinery shall be limited to 5% of the fixed Lump Sum price quoted in Schedule 'A' of BOQ/Price document and shall be paid against acceptable Bank Guarantees from a Schedule Commercial Bank of India. Interest on Plant and Machinery shall be charged @ 12% per annum compounded quarterly. Interest will be chargeable and calculated on reducing balance method	<p>a. Request to increase P&M advance to 10% of Overall accepted contract value instead of 5% of the fixed Lump Sum price quoted in Schedule 'A' of BOQ/Price document.</p> <p>b. Kindly provide the interest free loan for Advance against Plant & Machinery.</p>	As per provisions of RFP.
16.	Page 708 / Part-III, Section-VII- General conditions of contract -Part-B Special Provisions	Sub-Clause 14.2.2	Interest in case of delay in repayment of Advances	<p>Should there be any delay in progress and completion of work, as a result of which it is not possible to recover the advance and interest thereon, before the original date of completion stipulated in the contract, then the interest to be charged from the Contractor on the remaining portion of advance beyond the completion date specified in the contract, shall be 15%.</p> <p>The interest will be calculated from the first day of the month in which an advance is paid to the Contractor and it will be calculated up to the last day of the month in which the recovery is made. Interest for the month would</p>	Employer will not recover interest on balance advance money at the rate of 15% due to any delay in progress and completion of work. Please change the clause accordingly.	We confirm that the relevant clause for recovery of interest and advances shall be for the outstanding amount due. Remaining other conditions of RFP stands good.

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				be calculated on the month principal outstanding on the first day on the month		
17.	Page 731 / Part-III, Section-IX/SCC-Part-B	Clause 5	Site DataAny change in design or construction methodology later during execution on account of change will be borne by the Contractor at his own cost....	Kindly consider for time compensation and cost reimbursement in case of any change in Site Data during the execution of work.	As per provisions of RFP.
18.	Page 248 / Part-II, Section-VII	Appendix 2B	Employer's Requirement	Key Date-12 ; Completion of entire work including Omega Seal , cover plate for manhole and macllay bars, etc.	Please provide the detailed drawing for cover plate for manhole and macllay bars, etc.	Drawing for Manhole cover has been uploaded. However, as far as provision of Macllay bar is concerned, the same has since been dropped by NMRCL.
19.	Page 172 / Part-II, Section-VII	Cl:2.1.2.vi	Employer's Requirement -Functional	Spanning Arrangements to be decided by bidder subjected to GADs enclosed with this RFP.	Please provide the GAD from chainage 7825 to 18212	GAD has since been uploaded as Corrigendum I.
20.	Page 174 / Part-II, Section-VII	Cl:2.1.2.xxii	Employer's Requirement -Functional	b) Alignment parallel to Ambazari earthen dam is approximately between Ch. 11835 to Ch. 12100 Permission for bore piling or excavation of pile from dam authority shall be obtained by NMRCL. However, the piling may have to be carried out duly taking all precautions which will transmit least vibrations to	1.Please provide the GAD showing alignment parallel to Ambazari earthen dam 2. Please provide the mandatory precautions required for Metro construction works between chainage 11835 to 12100	1. GAD has since been uploaded as Corrigendum. 2. It is presumed that bidder is having requisite expertise in providing precautions for the Chainage referred.

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				the adjoining earthen dam. NMRCL will obtain all necessary permissions for Construction along forest land.		3. Bidder to make proper assumptions with his experience.
21.	Page 174 / Part-II, Section-VII	Cl:2.1.2.xxi v	Employer's Requirement -Functional	abutment at the end of contract section is included in the scope of work	Please provide the G.A drawing for the mentioned abutment	GAD uploaded as Corrigendum I.
22.	Page 174 / Part-II, Section-VII	Cl:2.1.2.xxi v	Employer's Requirement -Functional	It may be noted that end piers at Ch.7825 is not end of Sitabuldi Station, there is a transition span in between Ch. 7825 & end of Sitabuldi Station.	Please provide the GAD showing transition span in between Ch.7825 & end of Sitabuldi Station	GAD uploaded as Corrigendum I.
23.	Part 171 / Part-II, Section-VII	2.B)Pier Arms for Platforms	Scope of Work	D & B contractor will have to design and construct pier arm to support the station platform beams and deck slab also in addition to structures required for taking viaduct through the station portion in a station length 142m.	Please provide the architectural drawings for 10 stations showing concourse level, platform level & track level with pier arm details	The present RFP includes pier arm for the stations both at platform level as well as concourse level. It means the foundation, pier and pier arm for the station area are to be designed and constructed, taking into account station load. A typical cross section and size of pier arm is enclosed along with this Corrigendum. The contract includes station piers @ approximate 15.5 m span making total station length

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						as approximately 78 m.
24.	Page 173 / Part-II, Section-VII	2.1.2 (xii)	Manhole covers	Man holes with manhole covers made of Cast iron on the deck with locking arrangement as per drawing	Please provide drawing for manhole locking arrangement	Please refer to the reply to Sr. No. 18 above.
25.	Page 471 / Part-II, Section-VII-B	List of drawings enclosed		<p>List of drawings enclosed</p> <ol style="list-style-type: none"> 1. GAD of alignment including Station locations, 2. Drainage Spouts 3. GI Bracket 4. Pier & Pier Cap 5. Track Plinth (Only Indicative) 6. Utility Drawings 	<p>Please provide the enclosed tender GAD of alignment including Station locations drawings</p> <p>Please provide additional time period for giving queries related to tender GAD drawings</p>	The complete GAD of the tender was presented during Pre-bid meeting and each and every point raised during the meeting was clarified by NMRCL. Hence, request for additional time is not agreed to.
26.	Page 470 / Part-II, Section-VII-B	Utility Drawings		<p>Plan Showing Water Supply & Sewer Line Network From</p> <p>Munje Chowk To Lokmanya Nagar Along East West</p> <p>Metro Alignment (Ch. 7743 To 18100)</p>	<p>Please provide the Utility drawings for the remaining chainage Ch:18100 to 18212m</p> <p>Please provide the Autocad format Utility drawings for Utility</p>	No underground utilities have been recorded by NMRCL beyond Ch. 18100 m. If any utility is found in the entire corridor which is not documented neither in tender nor in tender drawings, the cost of removal/relocation of

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						such utilities is payable under USSOR- 2011 (CR) of this RFP.
27.	Page 171 & 172 / Part-II, Section-VII	2.1.2 (xxi)		Demolition/dismantling of RCC framed /steel structures/buildings, masonry buildings including basement, ground and above floors as existing at site on the alignment of viaduct as indicated in GAD without making damages to the adjacent structures, utilities, etc. including disposing off retrieved materials out of site of work.	Please provide the GAD indicated with demolition structures	The details needed shall be provided to the successful tenderer post award of work.
28.	Page 175 / Part-II, Section-VII	2.1.3	For Ramp	Whatever stipulations are made in Para 2.1.2 for Viaduct will also apply in Para 2.1.3 for ramp to the extent it is applicable and feasible.	Please provide the GAD indicated with ramp portion Please clarify the start and end Chainage of Ramp included in the scope of work	The GAD uploaded indicates the start and end of ramp
29.	Page 172 / Part-II, Section-VII	2.1.2 (iii)	Location of Obligatory Spans	At obligatory portions or where there are constraints, they could be 34m and 37m or longer based on the site conditions.	Please provide the GAD with marking of obligatory locations Please clarify the mandatory obligatory locations & its start and end Chainage.	Obligatory locations are marked in the plan enclosed with this Corrigendum. However, the bidder should verify the locations indicated in the plan. If needed, the bidder can propose alteration in the span of the obligatory locations to suit the site conditions and traffic pattern.

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30.	Page 171 / Part-II, Section-VII	2.A) Main Viaduct	Emergency track cross over	Some spans will have to be designed to accommodate the emergency track cross over. (Approximate locations shown in the GAD)	Please provide the GAD showing emergency track cross over Any specific type of superstructure at crossover location. Please clarify the start and end Chainage.	The GAD uploaded indicates location of crossovers. The designer must be conversant for designing crossovers for the viaduct.
31.	Page 180 & 181 / Part-II, Section-VII	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.	It will be responsibility of the contractor to identify and locate the casting yard/ dumping yard etc. and the hiring cost of the same is at contractor's account. However, NMRCL shall facilitate in the process of allocation of the same in consultation with state officials.
32.	Page 175 / Part-II, Section-VII	2.1.6.a	Obligatory Pier Locations	Obligatory pier locations will be provided by the Employer to the Contractor	Please provide the Obligatory pier locations in the GAD	Please refer to the reply at Sr. No. 29 above.
33.	Page 176 / Part-II, Section-VII	2.1.6.e	Load test	Conducting load test on completed span (Standard span - 2 no. & Continuous span/Special span -02 nos. as per IRC-SP-37)	Our Understanding is there are zero special spans, Please clarify the location/span length of special span.	Please refer to the reply at Sr. No. 29 above.
34.	Drawings		AUTO CAD drawing required		Kindly arrange to provide AUTO CAD drawings of the General Alignment Drawing	The AutoCAD drawings of the GADs are uploaded as Corrigendum I (Part 2) & (Part 3)

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35.	Page 235 / Part-II, Section-VII	7.11	Noise Barriers	Noise barriers may be required in some lengths of viaducts and bridges passing through sensitive residential or hospital zones.	Please provide typical Noise barriers & hand rail details showing insert positions at the viaduct portion.	The tender drawing uploaded indicate insert for hand rail. Noise barrier inserts will depend on proposals for the same from contractor.
36.	Page 235 / Part-II, Section-VII	7.11	Noise Barriers	Noise barriers may be required in some lengths of viaducts and bridges passing through sensitive residential or hospital zones.	Please provide Start & End chainage where Noise barriers & hand rail are mandatorily required	The location of noise barrier shall be confirmed, to the successful tenderer, post completion of the study by the consultant. Tenderers to note that the total length of the noise barrier to be provided on both sides of the parapet is limited to 1000 m only and the cost of the same should be accounted while quoting the Lumpsum rate in the present RFP. Hand rail to be provided on both side parapet throughout the corridor.
37.	Page 339 / Part-II, Section-VII-A	Cl 4.2		For Designated areas prominently in public view only steel shuttering shall be used	Please confirm whether Ply & timber formwork conforming to IRC87/IS14687 can be used for designated areas prominently in public view	Provision of RFP prevails.
38.	Tender Alignment drawings				Please provide the station numeration drawing showing station span arrangements	The GAD uploaded clearly indicate station span also.

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39.	Page 174 / Part-II, Section-VII	2.1.2.(xxviii)		Siding line within chainages shown in the GAD is in the Lumpsum scope of work	Please provide the GAD showing start and end chainages of siding line added in the scope of work	GAD uploaded indicate siding line (pocket track) also.
40.	Page 470 / Part-II, Section-VII-B	Utility Drawings	Sheet No : 08	ROW	Please clarify the Status of ROW acquisition at Chainages :12225 to 12450m	The said land in the referred chainage is government land owned by urban local body and shall be made available for the work.
41.	Page 470 / Part-II, Section-VII-B	Utility Drawings	Sheet No : 08	Alignment over Underground Tank at Ch:12450	Please clarify whether the Underground tank at Chainage 12450m will be demolished or will be shut down during construction	The obstruction shall be cleared before handing over the site to the successful bidder.
42.	Page 470 / Part-II, Section-VII-B	Utility Drawings	Sheet No : 16	Proposed Station	Please clarify the Scope of proposed Station at Ch:17350m	The scope of work for the viaduct beyond Lokmanya Nagar station includes main line track towards Hingna village as well as viaduct supporting two tracks for Hingna depot. Out of the two tracks, one track takes off from Ch. 17/750 and the other track takes off from 17/825. The uploaded GAD gives complete details of the both take off points. The RFP includes construction of viaduct for the

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						above stated loop up to Ch. 18/358.649.
43.	Page 470 / Part-II, Section-VII-B	Utility Drawings	Sheet No : 01	Govari Flyover	Please provide RL & GAD of the Govari flyover at Ch:8015m	Road top level of the flyover is provided for in the GAD uploaded as Corrigendum I.
44.	Page 470 / Part-II, Section-VII-B	Utility Drawings	Sheet No : 08	Nalla Crossing at Ch:12235m	Please provide hydrological details of the Nalla crossing the alignment	Bidder need to ascertain the same from his end.
45.	Page 470 / Part-II, Section-VII-B	Utility Drawings Sheet-1	Govari Flyover	Govari Flyover	Please provide mandatory clearance required between viaduct & Govari Flyover superstructure (If Any?)	D & B Contractor has to design the Viaduct ensuring 5.5m vertical clearance (measured 450 mm from the face of the pier) above the existing road level at all locations.
46.	Page 184 / Part-II, Section-VII	Clause 4.4) b	Limits of Land	The limits of land will be given to successful tenderer but it for general guidance it is 5 m on either side of the center line.	Please clarify the time limit within which the Limits of Land will be available for contractor from the date of issue of LOA	Land / Workspot will be handed over in stages to the successful bidder.
47.	Page 470 / Part-II, Section-VII-B	Utility Drawings sheet-11	Mid Terminal	Additional line at Ranchana Station from Chainage 13/817 to 14/545	Please Clarify the scope of work for the additional line at Ranchana station	The scope of additional line has been clarified in the uploaded Corrigendum I. To clarify further, it is informed that new proposed corridor (London street), not in

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						the scope of present RFP, shall be joining at viaduct covered in the present RFP. The scope of work of joining of London street corridor with Reach-3 corridor includes widening of the viaduct of the present RFP for 5-6 spans (approximate location shown in the GAD) to accommodate crossovers leading to London street corridor.
48.	Page 470 / Part-II, Section-VII-B	Utility Drawings sheet -11	Rachana Station & Viaduct	Rachana Station & Viaduct with additional line in GAD	Please Clarify the Length of Sliding/Stabling Line added in the scope of work (If Any)	The Length of Siding/ pocket track in the scope of the present RFP is indicated in Corrigendum I.
49.	Page 170 / Part-II, Section-VII	Cl:2.A)	Work Requirement & Appendices (Scope of Work)	A) MAIN VIADUCT Design and construction of viaduct between Lokmanya Nagar and Jhansi rani square stations, including Viaduct in 10 station portions also – The starting and ending chainages of the contract are +7.825 km and +18.212 km respectively making the total length of viaduct to be designed and constructed as 10387 Route Meters (Rm). GAD enclosed in the tender documents may be referred. Salient details of GAD are given below:	Please provide the GAD of alignment from chainage +7.825 km to +18.212 km Kindly provide additional time for raising queries related to tender GAD drawings on alignment if any.	The GAD has been uploaded as Corrigendum I. The complete GAD of the tender was presented during Pre-bid meeting and each and every point raised during the meeting was clarified by NMRCL. Hence,

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						request for additional time is not agreed to.
50.	Page 172 / Part-II, Section-VII	Cl:2.1.2.v	Work Requirement & Appendices (Scope of Work)	Elastomeric bearings on spans up to and including 28m (based on detailed design) including bearing pedestals, seismic restrainers, shear keys.	Pot-PTFE bearings doesn't suit with precast segmental construction. Please confirm that Elastomeric Bearings can be provided for spans greater than 28m, i.e. for 31m, 34m, 37m if design permits.	The type of bearing shall depend on span arrangement, crossover position, etc. so that transfer of loads from superstructure to the substructure and foundation shall be within permissible limits of the codes referred in the present RFP.
51.	Page 172 & 173 / Part-II, Section-VII	Cl:2.1.2.vi	Work Requirement & Appendices (Scope of Work)	POT/PTFE bearings on all spans (based on detailed design) especially on 31m spans and above/continuous spans/special spans including vertical stoppers		Type of Bearing adopted shall be justified by detailed design calculations based on IRC/ UIC/EN codal provisions.
52.	Page 241 / Part-II, Section-VII	Cl: 9.13.4	Work Requirement & Appendices (Scope of Work)	Types of Bearings: Bearings for the viaducts would preferably be elastomeric up to 28m - span and beyond that Pot-cum- PTFE including for continuous/special spans. Type of Bearing adopted shall be justified by detailed design calculations based on IRC/ UIC/EN codal provisions.		
53.	Part-II, Section VII-B-	NMRCL/R-3/V/NMRC	Typical GA Details of Pier and Pier		Kindly clarify, is it mandatory to adopt the rectangular shape of	Yes, it is mandatory.

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	Tender drawings Nagpur Reach-3	L/P/27	Cap		pier shown in the drawing?	
54.	Page 173 / Part-II, Section-VII	Cl:2.1.2.xv	Work Requirement & Appendices (Scope of Work)	Piers including Cantilever, Portal piers and Portal beams. Shape and appearance of Piers shall be as decided by NMRCCL from aesthetic point of view. Size shall be as per design requirement.		Yes.
55.	Page 171 / Part-II, Section-VII	Cl:2.B)	Work Requirement & Appendices (Scope of Work)	B) PIER ARMS FOR PLAT FORMS D & B contractor will have to design and construct pier arm to support the station platform beams and Deck slab also in addition to structures required for taking viaduct through the station portion in a station length of 142 m. Station length is 70m extendable up to 142m in future.	Please confirm, whether to consider 142m extendibility of station length for Sita Buldi Station? This will help in envisaging the span contribution on end pier at Ch. 7825. Please provide GAD for Sita Buldi Station.	Uploaded GAD clearly indicate start and end chainage of the work covered in the present RFP.
56.	Page 174 / Part-II, Section-VII	Cl:2.1.2.xxiv	Work Requirement & Appendices (Scope of Work)	Common pier at the East end of Jhansi rani square station at the commencement of contract section and abutment at the end of contract section is included in the scope of work. Loads and drawings for these end piers will be provided to the successful tenderer. At the time of tendering, tenderer should make reasonable assumptions required. It		

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				may be noted that end piers at Ch. 7825 is not end of Sitabuldi Station, there is a transition span in between Ch. 7825 & end of Sitabuldi Station.		
57.	Page 173 / Part-II, Section-VII	Cl:2.1.2.xx	Work Requirement & Appendices (Scope of Work)	<p>NMRCL will not be responsible for any cost implications due to any hindrance due to utilities falling in the alignment. Utilities shifting will be responsibility of NMRCL, however the chainage/drawings of major utilities which may not be possible to be shifted is enclosed in Section VII-D of Bid Document and the bidder is advised to consider the same while planning/locating the foundation. Utilities maybe verified by bidder physically at site. The bidder should ensure that no foundation of pier is located throughout the length in such locations. If at</p> <p>all, bidder is required to take up diversion of unchartered utilities, payment towards the same</p> <p>shall be made as per Schedule B-2 of BOQ.</p>	Are, all the underground utilities demarcated in the drawings provided are to be presumed unshiftable? Please provide an editable copy of the same.	<p>Water pipeline lines of diameter greater than 200 mm in general shall not be shiftable. Most of the existing utilities are being relocated by NMRCL. However, any unchartered utilities noticed during the execution of the work shall be relocated by bidder which is a payable item under USSOR- 2011 (CR).</p> <p>Editable copy of the same will be provided to the successful bidder.</p>
58.	Page 174 / Part-II, Section-	Cl:2.1.2.xxii .c)	Work Requirement & Appendices	Bidders may study traffic pattern at LAD square & similar other locations and may be optimized at the detailed design stage taking into consideration	Please provide the GAD of alignment from chainage +7.825 km to +18.212 km	The GAD is already uploaded as Corrigendum I.

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	VII		(Scope of Work)	of traffic requirement and width of road.	<p>Kindly provide any future road development plans, in critical junctions, where obligatory spans envisaged.</p> <p>If a long span encroaches into nearby station, shall the station span configuration to be kept intact as defined in Cl: 2.1.2.xxvi of Part-II,Section-VII / Pg-174?</p>	<p>Successful bidder shall obtain the same from local bodies.</p> <p>Station span are to be kept untouched.</p>
59.	Page 235 / Part-II, Section-VII	Cl:7.11	Work Requirement & Appendices (Scope of Work)	<p>Provision of Noise Barriers:</p> <p>Structures shall be designed to reduce noise to locally acceptable levels by provision of low vibration track forms, resilient base plates and also design of parapet walls and treatment of their track side surfaces. They can be supplemented by providing sound elimination material on sides of the viaduct superstructures. But in many locations, existing noise level itself may be much higher at 1.0 to 1.2 meters above walkway level. Noise barriers may be required in some lengths</p> <p>of viaducts and bridges passing</p>	<p>Please clarify the scope of D & B contractor on Noise Barriers. Kindly provide the demarcation in GAD for this scope.</p>	<p>Please refer to the reply at Sr no. 36 above.</p>

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
				through sensitive residential or hospital zones. Noise barrier details shall be provided to successful bidder. The choice of type and their disposition along the parapet railing is also closely related to aesthetics of the structure.		
60.	Section III	Clause 4.2 (a)	Specific Construction & Contract Management Experience	<p>A minimum number of similar contracts specified below that have been satisfactorily completed as a prime contractor, Joint Venture member during last 10 (Ten) years i.e. Up till 31.05 .2016</p> <p>(a) Should have received minimum INR 3200 Million from 1 contract in a metro civil construction Work and should have completed viaduct length not less than 5 Km in the same contract.</p> <p>(b) Should have received minimum INR 2000Million each from 2 contracts. Out of these two contracts, one contract must be for metro rail civil construction work and should have completed viaduct length not less than 3 Km in the same contract. The</p>	<p>As per our understanding, Bidder should have received minimum 200 Crores for each of the Satisfactorily completed portion of the 2 (Two) ongoing similar works and in both the Contracts, length of Viaduct or Flyover/ Bridges shall not be less than 3 Km.</p> <p>Both the Contracts, which are substantially completed (90 %) and have received minimum 200 Crores from each contract and should have complete d viaduct length not less than 3 Km in either Metro Rail or Flyover Bridges.</p> <p>May Please Clarify.</p>	<p>Clause is self-explanatory. However, we further clarify that substantial completion work pertains to metro work only. For works other than metro work, only financial limits are to be satisfied.</p>

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				second contract may be either Metro Rail viaduct or flyover/ bridges of length not less than 3 Km.		
61.				In case of Flyover/ Bridges, no extra weightage of length shall be considered for more than two lanes	In case of Viaduct, we understand that viaduct for single / double track, both are acceptable. However, in case of single track viaduct, half of the length of viaduct shall be considered for evaluation, as it was already clarified in D&B Reach-3, E-W Corridor tender.	In case of viaduct of metro rail for single track or double track, the full length of the viaduct shall be considered for assessment of eligibility.
62.	Section III	Clause 4.2 (a)	Specific Construction and Contract Management Experience	(b) Should have received minimum INR 2,000 Million each from 2 Contracts. Out of these Two Contracts, One Contract- must be for Metro Rail Civil Construction Work and should have Completed Viaduct Length not less than 3.00 Km in the same Contract. The Second Contract may be either Metro Rail Viaduct or Flyover/Bridges of length not less than 3.00 Km.	Should have received minimum INR 4,000 Million from 2 Contracts. Out of these Two Contracts, One Contract must be for Metro Rail Civil Construction Work of Viaduct and the Second Contract may be either Metro Rail Viaduct or Flyover I Bridge and should have been completed the Total Length of these works either single or collectively shall not be less than 6.00 Kms.	RFP and Corrigendum clearly define eligibility conditions.
63.				(c) Should have received minimum INR 1,600 Million each from 3 Contracts. Out of these Three Contracts, One Contract must be for Metro Rail Civil	Should have received minimum INR 4,800 Million from 3 Contracts. Out of these Three Contracts, One Contract must be	

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
				Construction Work and should have Completed Viaduct Length not less than 2.00 Km in the Same Contract. The remaining Two Contracts may be either Metro Rail Viaduct or Flyover/Bridges of Length not less than 2.00 Km each.	for Metro Rail Civil Construction Work of Viaduct and the remaining Two Contracts may be either Metro Rail Viaduct or Flyover I Bridge and should have Complete d the Total Length of these works either single or collectively shall not be less than 6.00 Kms.	
64.	NIT		Completion Period	110 (One Hundred and Ten) Weeks (including Monsoon Period)	You will appreciate that elevated metro of this magnitude along the road with traffic, utility, including road widening, soil investigation, design etc., require minimum 36 months. We request you to revise the completion period to 36 Months and amend the intermediate key dates accordingly.	Request cannot be acceded to.
65.	Section VII, Part III, Page 544		Access to and Possession of the Site	The Employer shall grant the Contractor right of access to..... If the Contractor suffers delay Handing over of site, Contractors will be entitled to only reasonable extension of time and payment of any such Cost plus profit, which shall be included in the Contract Price.	We request you to include the provision of payment of cost component for extended stay for the delays attributable to Employer, viz, shifting of Utilities, approval of design etc.	As per provisions of RFP.
66.	GCC, Page		Advance against plant	The total advance for Plant and Machinery shall be limited to 5 % of	We request you to provide us interest free advances.	Request cannot be acceded to.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
	707		and machinery	the fixed Lump Sum price quoted in Schedule 'A' of BOQ / Price document Interest on Plant and Machinery shall be charged @ 12 % per annum compounded quarterly.		
67.	NIT		Date and Time of submission of Tender	On 18/06/2016 at 16:00 Hours or as decided by the authority at Metro House, 28/2, Anand Nagar, Civil Lines, Nagpur- 440001	As this is Design & Construct contract, lot of inputs are required for preparation and submission of a technically responsive bid and the time available is short. Please extend the due date of submission by at least 30 days i.e. up to 18/07/2016	Request cannot be acceded to.
68.	GAD			Not Provided- To be uploaded shortly	Please issue GAD drawings in PDF and AutoCAD format	GAD in both the formats uploaded as Corrigendum I.
69.	NIT		Tender Security INR 4 million by RTGS/ NEFT/ Credit Card Online as per procedure in E-tender portal	Please accept entire Tender security in the form of BG.	Request cannot be acceded to.
70.				ROW Handing over schedule- Not Provided	Please provide the schedule of handing over of ROW.	Land to be handed over by NMRCL shall be handed over progressively to the successful bidder.
71.				RDSO Guidelines- Not Specified	Whether RDSO Guidelines for provision of reinforcement is applicable to this contract	RFP document gives the complete detail in this connection.
72.	Section		Land for	No land shall be made available by the	Employer is in a better position to	Please refer to the reply at Sr. No.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
	VII, Page 247		casting yard, Batching Plant, Dumping area and Labour Camp	employer for casting yard, site offices and site laboratories. Contractor shall make his own arrangements at his own cost.	arrange land, Request to provide Land for construction depot and casting yard free of cost, appx area required is 6000 sq. m.	31 above.
73.	GCC, Page 671		Geotech reports	The Geotechnical and other related data provided by the Employer are based on the investigation conducted by Employer and are for reference purposes only. The geotechnical data provided..... later during execution on account of change will be borne by the contractor at his own cost.	At this point of time, bidder has to base the estimate on the reports provided by Employer along with tender, Employer has to own the accuracy of the data/ reports provided. We request to modify the clause such that any variation in Geotech data becomes payable.	Request cannot be acceded to.
74.	Section VII, Page 182		Utility shifting by NMRCL	All shifting of utilities will be done by NMRCL in reasonable time.	Please specify the time required for NMRCL to shift utilities, any delay beyond that will be compensated in terms of time and cost.	As per provisions of RFP.
75.	GCC, Page 657		Maximum amount of LD	10 % of the final Contract Price.	We request to consider this and limit Max LD to 5 %.	Request cannot be acceded to.
76.	Section III		Minimum Equipment Sr No. 6 & 11	6. Cranes/ road cranes for launching/ erection- 5 Nos. 11. Trailers for carrying segment/ girders 75 T/ 300 T- 8 Nos.	Please modify this to "as required"	Request cannot be acceded to.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
77.			General arrangement Drawings	GAD is not provided in the tender documents.	General arrangement drawings are not provided with the tender document. Kindly provide the same. We request you to kindly allow us to submit our prebid queries in 7 days after issuance of GAD.	GAD has been uploaded as Corrigendum I.
78.	Page no. 697 of Part-III-Section-VII	Sub-Clause 12.3	Evaluation	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.	We request you to kindly revise the formula for rates of extra items to Rate of extra item = Cost of material + labour + machinery + 25% towards OH & profit + Taxes.	Request cannot be acceded to.
79.			E 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.	Request cannot be acceded to.
80.	Page no. 174, Part-II, Section-VII.	Clause xxii		The contractor has to get necessary permission/ NOC from the railway, road, police and other concerned regulatory authorities for blocking services and working in such locations. NMRCL will facilitate for getting them permission from concerned regulatory authorities for working in such locations.	We request you to kindly exempt us from obtaining all the permissions except labour license.	Request cannot be acceded to.
81.	E tender		Tender	The total security amount shall be a total of INR 20 million submitted as	We request you to kindly accept total EMD in the form of bank	Request cannot be acceded to.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
	notice		Security	below: (a) INR 4 million by RTGS/NEFT/Credit Card Online as per procedure in E-tender Portal. (b) INR 16 million in form of Bank Guarantee, as per procedure given in bid documents.	guarantee.	
82.	Page no. 656, Part-III-Section-VII	Sub Clause 4.2	General Condition of Contract	10% of the Contract Price in types and proportions of currencies in which the contract price is payable. 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.	We request you to kindly accept performance security in the form of bank guarantee with validity till the completion period.	Request cannot be acceded to.
83.	Page no. 659, Part-III-Section-VII	Sub Clause 14.2	General Condition of Contract	Interest free Mobilization advance shall be 5% of original contract value payable in two equal installments. The first installment shall be paid after mobilization has started. Second installment shall be paid on production of effective and proper utilization of the first installment duly accepted and certified (with or without modification) by the engineer of NMRCL.	We request you to pay us an interest free mobilization advance amounting 10% of contract amount and oblige	Clause has been suitably amended. Refer to Sl. No 8 above.
84.			SECURED	There is no clause in the tender.	We request you to pay us secured advance @ 90% of value of	Request cannot be acceded to.

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
			ADVANCE		materials brought at site.	
85.	Page no. 701, Part-III-Section-VII	Sub Clause no. 13.7	General Condition of Contract	However, In the event the GST is imposed, it will be presumed that it is replacement to the existing taxation and not an additionality, 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.	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 of GST.	Request cannot be acceded to.
86.	Page no. 657, Part-III-Section-VII	Sub Clause 8.7 & 14.15 (b)	General Condition of Contract	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.	Request cannot be acceded to.
87.			Price Variation	There is no clause in the tender.	We presume that even if the project is delayed inordinately, price variation will be payable to the contractor as per contract conditions. Kindly Confirm.	PVC clause is not applicable to Lumpsum item. For the remaining items, PVC indices shall be frozen at the expiry of the contract period. Post extension of the contract, PVC indices or frozen indices or frozen indices, whichever is lower, will be applicable. This clause is applicable in case of extension is

Sl. No	Page/ Section No	Clause No	Description	Employer Requirement	Details / Clarifications Required	Clarification / Amendments
						on account of NMRCL.
88.				Purchase of tender documents	We had purchased tender documents in the first call and therefore we request you to kindly issue tender documents to us at free of cost.	RFP condition prevails.
89.		Additional Technical Instructions , Sr. No. 11	Land for Casting yard, batching plant, labour hutments etc.	Contractor need to make his own arrangements of land for setting up the casting yard. However, NMRCL shall facilitate contractor in identification and its approval from local authorities.	Kindly provide 10 acre land for Casting yard, batching plant, labour hutments etc. at free of cost	Please refer to the reply at Sr. no. 31 above.
90.			Utility Shifting	There is no clause in the tender documents.	In case, utility shifting is required to be carried out, what will be the rates at which contractor will be paid.	Water pipeline lines of diameter greater than 200 mm in general shall not be shiftable. Most of the existing utilities are being relocated by NMRCL. However, any unchartered utilities noticed during the execution of the work shall be relocated by bidder which is a payable item under USSOR- 2011 (CR).
91.	Page no. 1, E tender notice		Due date of submission	Online submission up till 16.00 Hrs. on 18/06/2016 in NMRCL's e-tender portal.	The tender involves design by bidder for which sufficient time is required. We hereby request you to kindly extend the due date of submission to 1 month after the issuance of prebid clarifications.	Request cannot be acceded to.

Addendum

Sr. No.	Page/ Section No.	Clause No.	Description	
1.	Section VIII, Part III, General Conditions of Contract	Clause 20	Claims, Disputes and Arbitration	Claims, Disputes and Arbitration (Replaced and modified provision as specified in Sr. No. 2 below to be added as S. No. 86 of Section VIII – Contract Data - Part-B)
2.	Section VIII – Contract Data - Part-B	Clause No. 86	Claims, Disputes and Arbitration	<p>“ 20.1. Procedure of Claim</p> <p>If the Contractor intends to claim any additional payment under any clause of these Conditions or otherwise, the contractor shall give notice to the Engineer as soon as possible and in any event within 28 days of the start of the event giving rise to the claim.</p> <p>The Contractor shall keep such contemporary records to substantiate any claim, either on the Site or at any other location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer shall, on receipt of such notice, inspect such records and may instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all such records, and shall (if instructed) submit copies to the Engineer.</p> <p>Within 28 days of such notice, or such other time as may be agreed by the Engineer, the Contractor shall send to the Engineer an account, giving detailed particulars of the amount and basis of the claim. Where the event giving rise to the claim has a continuing effect, such amount shall be considered as interim. The Contractor shall then, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the Engineer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event.</p> <p>If the Contractor fails to comply with this Sub-Clause, he shall not be entitled to claim any additional payment.</p> <p>20.2. Payment for Claims</p> <p>The Contractor shall be entitled to have included in any Interim Payment Certificate such amount for any claim as the Engineer considers due, after taking approval from the Employer. If the particulars supplied are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment for such part of the claim as has been substantiated.</p>

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			<p>20.3. No legal action till Dispute Settlement Procedure is exhausted Any and all Disputes shall be settled in accordance with the provisions of Clause 20. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in Clause 20 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.</p> <p>20.4. Notice of Dispute For the purpose of Sub-Clause 20.5, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a ("Notice of Dispute")) stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the date of issue of Performance Certificate by the Engineer.</p> <p>20.5. Two stages for Dispute Resolution Disputes shall be settled through two stages:</p> <ol style="list-style-type: none"> a. Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" (as amended from time to time) and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then; b. Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act - 1996" (as amended from time to time) and in accordance with this Clause. <p>20.6. Conciliation Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation. Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly. The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators</p>

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				<p data-bbox="913 177 1944 240">maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.</p> <p data-bbox="913 280 1249 308">20.7. Conciliation Procedure</p> <p data-bbox="913 331 2040 523">The Employer shall maintain a panel of Conciliators, who shall be from serving or retired engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings/ in accordance with "The Arbitration and Conciliation Act, 1996", of India.</p> <p data-bbox="913 547 2051 619">There will be no objection if conciliator so nominated is a serving employee of NMRCL who would be Deputy level officer and above.</p> <p data-bbox="913 643 2040 799">The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavor to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.</p> <p data-bbox="913 823 2040 975">When it appears to the Conciliator that there exist elements of a settle which may be acceptable to the parties, he shall formulate the terms possible settlement and submit them to the parties for their observations, receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.</p> <p data-bbox="913 999 2040 1110">If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement.</p> <p data-bbox="913 1118 2029 1254">When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.</p> <p data-bbox="913 1294 1458 1321">20.8. Termination of Conciliation Proceedings</p> <p data-bbox="913 1329 1995 1401">The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.</p>

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				<p>The conciliation proceedings shall be terminated:</p> <ol style="list-style-type: none"> a. by the signing of the settlement agreement by the parties on the date of agreement; or b. by written declaration of the conciliator, after consultation with the parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or c. by a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or d. by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration. <p>Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.</p> <p>20.9. Arbitration</p> <p>If the efforts to resolve all or any of the disputes through conciliation fails, then such dispute or differences, whatsoever arising between the parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> a. Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs.5 million and to a panel of three Arbitrators if total value of claims is more than Rs.5 million. The Employer shall provide a panel of three arbitrators which may also include NMRCL officers for the claims up to Rs.5 million and a panel of five Arbitrators which may also include NMRCL officers for claims of more than Rs.5 million. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/ demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence nor did arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a

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				<p>witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The arbitration proceedings shall be held in Nagpur only. The language of proceedings that of documents and communication shall be English.</p> <p>b. The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor.</p> <p>The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. The award shall be made claim wise and will be a speaking award.</p> <p>20.10. Interest on Arbitration Award Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.</p> <p>20.11. Arbitration from Time to Time The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer.</p> <p>20.12. Jurisdiction of courts Where recourse to a Court is to be made in respect of any matter, the jurisdiction of court shall be: High Court of Judicature at Bombay – Nagpur Bench, Nagpur.</p> <p>20.13. Suspension of Work on Account of Arbitration The reference to Conciliation / Arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.</p> <p>20.14. Notice of Contractor a. All notices to the Contractor, shall be served by post or telex or telefax or by hand to the Contractor or his authorized representatives. In case of notices delivered by post, they</p>

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				<p>will be deemed to have been delivered after 7 days of dispatch.</p> <p>b. The Contractor shall, on award of the Contract, furnish to the Engineer, the name, designation, address and telephone, telex and telefax numbers and e-mail address of his representative referred above.</p> <p>20.15. Notice to Employer & Engineer All notices to the Employer or Engineer shall be served by post or telex or telefax, or by delivering by hand to the address nominated for the purpose.</p> <p>20.16. Change of address Parties to the contract may change the nominated address by employer with a notice to all concerned."</p>
3.	Page 39, Section II	Clause 14.14	Bid Data Sheet	<p>The existing clause is replaced with: " Change in Taxes/Duty: Any increase in taxes beyond 31/05/2016 and till the scheduled completion period of the contract shall be on NMRCL's account. Similarly, any decrease in taxes beyond 31/05/2016 shall be reimbursed by the contractor to NMRCL."</p>
4.	Page 701, Section VIII	Clause 52	General Conditions of Contract- Contract Data- Part B	<p>The existing clause is replaced with: "Replace the GC Sub-Clause 13.7 with the provisions as under: "Change in Law" means the occurrence or coming into force of the following, at any time after the date of submission of Bid: (a) any new tax which is imposed after the due date of submission of Bid (b) change in the rate of any existing tax Any increase in taxes beyond 31/05/2016 and till the scheduled completion period of the contract shall be on NMRCL's account. Similarly, any decrease in taxes beyond 31/05/2016 shall be reimbursed by the contractor to NMRCL. However, In the event the GST is imposed, it will be presumed that it is replacement to the existing taxation and not an additionality, 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."</p>
5.	Page 742	Clause No. 19	Changes in taxes/ duties	<p>The existing clause is replaced with: "Changes in cost due to legislation: "Change in Law" means the occurrence or coming into force of the following, at any time after the date of submission of tender. (a) any new tax which is imposed after the due date of submission of tender (b) change in the rate of any existing tax.</p>

Sr. No.	Page/ Section No.	Clause No.	Description	
				Any increase in taxes beyond 31/05/2016 and till the scheduled completion period of the contract shall be on NMRCL's account. Similarly, any decrease in taxes beyond 31/05/2016 shall be reimbursed by the contractor to NMRCL."
6.	Page 309, Section VII-A	Clause 1.8.7	"All exposed concrete surfaces, either bare or plastered visible to the common....."	Pertaining to the clause under reference, specification for coating of PSC girders and RCC substructures is attached herewith as <u>Annexure-2</u> .
7.	NMRCL clarifies span arrangement for all stations of the present RFP; The contract includes station piers @ approximate 15.5 m span making total station length as approximately 78 m. These station piers will also have platform pier arms (to support platform girders) as well as concourse pier arms (to support concourse girders). The viaduct will pass through at all station locations. The design and build cost of the present RFP to include above aspects. The platform girders and concourse girders are not in the scope of present RFP.			
8.	The modified Approved Vendor's List has been attached herewith as <u>Annexure-I (A & B)</u> for MEP works and Civil Construction works respectively.			



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