

**CORRIGENDUM- IV**

Part A: Reply to Pre-bid Queries

Name of work: Construction of NHAI Flyover originating from Ujjawal Nagar on the North-South Corridor of Nagpur Metro Rail Project to Manish Nagar in Nagpur.

Tender no (As per NMRCL): N1C-13/2016

Date: 21/11/2016

Tender no (As per portal): 69

Sl. No	Page/ Section No	Clause No	Existing Provisions	Queries/ Requests	Clarification / Amendments
1.	BOQ, Corrigendum II	Item No. 2.1.1	Socketing shall be as per specification and the decision of Engineer shall be final.	Kindly specify the socketing depth to be considered.	Details will be indicated in the Good for Construction Drawings which will be issued to successful bidder.
2.	BOQ, Corrigendum II	Item No. 2.1.4	(a) + backfilling with coarse sand	Kindly let us if use of crushed sand is permitted.	Back filling shall be carried out as per IRC codal provisions.
3.	BOQ, Corrigendum II	Item No. 2.1.5	The cost quoted should cover all welding, Laps, standard laps, chair, bend deduction as per relevant IS code, as required and nothing extra is payable on this account.	Authorized laps are payable as per IS codes. Same may kindly be considered for payment.	Lap payments beyond standard length of reinforcement bars is acceptable.
4.	BOQ, Corrigendum II	Item No. 2.1.6	This includes, cost of all the piles (including test pile, and reaction piles, if required), reinforcement, making of pile head ready for testing at the desired level, supporting / reaction arrangement (including reaction piles/soil/rod anchors, if any) for the Kent ledge load for 2.5 times the theoretical design vertical load capacity	Kindly specify the theoretical load carrying capacity of the pile to be considered for testing.	This will be advised to successful bidder after finalization of the structural design.
5.	BOQ, Corrigendum	Item No.	(15% of the amount shall be withheld. Out of this, 7.5 % of the amount shall be released	Since the road restoration is paid under different item, payment be not withheld	Tender condition prevails.

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	m II	2.2.1	after disposal of excavated material at contractor's dumping yard and 7.5 % of the amount shall be released after completing road restoration works.	from this item. Kindly oblige.	
6.	BOQ, Corrigendum II	Item No. 3.1, 3.2	Flyover Piers, Superstructure	Kindly provide the detailed drawings indicating sizes, nos and corresponding heights of piers for optimized working.	The detailed Good for Construction drawing shall be provided to successful bidder.
7.	BOQ, Corrigendum II	Item No. 5.1.1	Providing Reinforced Earth Structure with pre-cast cement concrete	Since the design is not in our scope, kindly arrange to provide the quantity of geogrid, geo mega connectors in terms of units per sqm	The payment is based on BOQ and the detailed GFCs shall be used at construction stage.
8.	BOQ, Corrigendum II	Item No. 6.4.4	Sump and pump arrangement for collection of runoff at both ends of the underpass box, complete as per technical specification	Kindly provide the details of the items. Kindly let us know if the specifications for pump.	Construction of sump will be paid under DSR items. The pump capacity is 5 HP for each pump.
9.	Part-3, Page 510		If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable Cost of executing the work, together with profit, taking account of any other relevant matters.	Percentage to be considered over direct cost towards OH & P be taken as 25% and oblige.	Over direct cost, 20% shall be added towards OH, Profit, taxes, etc. to arrive at the final rate payable to the contractor.
10.	e-tendering notice		Completion period - 78 Weeks (including monsoon period)	Looking at the quantum of work, completion period may kindly be revised to 104 weeks.	Tender condition prevails.
11.	Part-3	Sub-clause 8.7.a	Key dates have been provided in Section IX: Annexure IX-C	Annexure -IX-C is missing, please provide the same.	Attached as 'Addendum-2'
12.	Part-2, Page 199,		NOC & Approval of schemes of Diversion of Utilities from the concerned regulatory /	Contractor may kindly be exempted from obtaining permissions and be taken care	NOC & approval of schemes of diversion of utilities from

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	231		statutory / Local Authority is the responsibility of the Contractor and nothing extra is payable on this account.	of by NMRCL. Kindly oblige.	concerned regulating authorities / local authorities shall vest with NMRCL. However, necessary identification drawing and documentation will be carried out by contractor
13.	E tender notice	Tender Security	The total security amount shall be a total of INR 35 million submitted as below:  (a) INR 0.70 million by RTGS/NEFT/Credit Card Online as per procedure in E-tender Portal.  (b) INR 2.80 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.	Tender condition prevails.
14.	Part-3		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	The performance security amount be reduced to 5% as practiced by most of the government organization and same be released with virtual completion of work.	Tender condition prevails.
15.	Part-3		An interest free Advance payment of 10% (Ten Percentage) of the Accepted Contract Amount payable in two installments - 5% (Five percent) in first installment and 5% (Five percent) in second installment	Mobilization advance be paid in single installment in lieu of two installments.	Tender condition prevails.
16.	BOQ		Stage Payment at 60% of the accepted rate or 80% of the invoice value whichever is minimum shall be paid on receipt of material at site and its certification by the Engineer against submission of original invoice and manufacturer Test reports and the indemnity	Secured advance over the other materials also be paid based on the same formula. Also advance over specialized shuttering material also be paid.	Tender condition prevails.

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			bond. The total stage payment made at any given time shall not exceed 10% of the accepted value of this item.		
17.	Part-3		The price variation will be payable only on the Indian currency component (no adjustment for foreign currency component) of the Contract Price as per the following price variation formula.	It is requested that price variation be paid based on the difference between actual purchase price and basic rates. The basic rates may kindly be specified.	Tender condition prevails.
18.	Part-3		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.	Tender condition prevails.
19.	Part-2		Land for casting yard, batching plant and other activities shall be identified by the contractor and cost towards it shall be borne by contractor.	Kindly provide us the land for providing casting yard, batching plants and labor hutments etc.	Tender condition prevails.
20.	Part-2		Utility identification at all the foundation locations will be done by the Contractor before starting piling/excavation and in case utility(s) is encountered or obligatory requirements of Local Authorities are to be met out, the Contractor would modify the span configuration at such locations to save the utility(s) or to meet out the obligatory requirements within the accepted price.	If span configuration is required to be modified, the modified design be provided by Employer, since this is not a design and build basis contract. Therefore any additional cost arising out of modification in span configuration may kindly be reimbursed.	Since it is a BOQ based tender, the work is to be carried out with design supplied by NMRCL, therefore the said clause is redundant & treated as deleted.
21.	Due date of Submission		Online submission up till 16.00 Hrs. on 22.11.2016 in NMRCL's e-tender portal.	The tender involves several specialized agencies for which quotes will have to be invited from agencies and these quotes	Amended as "Online submission up till 16:00 Hrs. on 05/12/2016 and opening of technical bid at 16:30

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				will have to be negotiated further to optimize the price. Considering the complexity and quantum of work involved, it is requested that the due date of submission of bid be extended till 1 month after the issue of prebid clarifications.	Hrs. on 05/12/2016" in NMRCL's e-tender portal.
22.	Section II/ Page 44		Deadline for Bid Submission	The final date for bid submission shall be extended by at least 4 weeks.	Amended as at Sr. No. 21 above.
23.	Section II/ Page 50	Cl.41.2	Signing of Contract Agreement	Whether the Stamp duty Act of Maharashtra State is applicable while signing of this contract? Whether NMRCL is exempted from stamp duty payment similar to State Government Agreements? If not exempted, who shall bear the cost of stamp duty of approximately 0.1% of the contract value? Please Clarify.	The Stamp Duty Act of Maharashtra is applicable. The successful bidder has to bear the cost of Stamp Duty.
24.	Section III/ Page 69	Cl.4.2(a)	Evaluation & Qualification Criteria	For I (b) & (c), only All parties combined criteria for JV/consortium shall be considered for qualification. Satisfying these conditions by each member of JV/Consortium shall not be insisted. Please confirm.	Cl. 4.2 (a) of the Evaluation and Qualification Criteria is amended and attached herewith as Addendum-1.
25.	Page 197	Point (x)	Curing of Precast Segments	Steam curing of Precast Segments shall not be insisted. Please confirm.	Standard practice of curing to be adopted.
26.	Page 197	point (xix)	UPVC pipes for rain water harvesting in Bridge Deck	The provision of UPVC pipes in item no.6.4.3 of BOQ seems to be in	Since the tender is BOQ based, variation in quantity shall be dealt

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				adequate. Please clarify.	as per the contract conditions.
27.	Page 198	point (xxiii)	Dismantling of RCC framed structures in the alignment	Clear site shall be handed over for construction. Dismantling of RCC framed structures of buildings in the alignment shall not be covered under the scope of this contract. There is also no provision for this in the BOQ. Please clarify.	Dismantling of structures is not under the scope of the work.
28.	Page 198	point (xx)	Under-ground Utilities	Whether shifting of an underground utility is included in the scope of the contract. Also there is no provision in the BOQ for the same. As the working structural drawings are issued by NMRCL, Drawings for any change in span arrangement due to these utilities shall be provided by NMRCL. Please clarify.	Shifting of underground utilities shall be done by the contractor. As it is a BOQ based tender, contractor shall be paid as per DSR rate.
29.	Page 200	point (vi) & (vii)	Removal & installation of Street light poles	The dismantling & installation of Street light poles shall be paid by NMRCL in the BOQ. Also the electricity charges/running of DG sets for illumination of these temporary poles shall be borne by NMRCL. Please confirm.	Shifting of underground utilities shall be done by the contractor. As it is a BOQ based tender, contractor shall be paid as per DSR rate. For any temporary poles required by the contractor for the work, all the charges including electricity charges/ DG sets etc. shall be borne by the contractor.
30.	Page 202	Cl.2.3	Clauses from 2.3 to 2.19	These clauses shall be deleted as not in relevance to this project. Please confirm.	Agreed to.
31.	Page 218	Cl.2.26	Time limit for completion	The Time limit for completion of the project is 78 weeks or 24 months. Please	The time unit for completion of works is 78 weeks.

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				confirm.	
32.	Page 266	Cl.3.13 .1	Deck waterproofing	The item is not included in the BOQ. Please clarify.	Water proofing item for RCC box shall be operated, if required, as a variation to the contract.
33.	Page 271	Cl.3.16 .1.4	RE wall Approach work	The size of panels in RE walls shall not be insisted. We may be allowed to use precast small blocks with Geo-grid layers in the RE wall structure. Please confirm.	Agreed to.
34.	Section IX/Page 563	S.no. 22	Performance Security	The percentage for performance security shall be reduced to 5 % instead of 10%. Please confirm.  Whether Bank Guarantee issued by Scheduled Co-operative Bank would be accepted. Please confirm.	Tender condition holds good.  Bank Guarantee issued by Scheduled Co-operative bank shall not be acceptable.
35.			Percentage Rate offer for complete project	The Viaduct portion of the project except the ROB in Railway portion shall be called on lump-sum offer i.e. with Contractor's Design & Drawings. The RUB part along-with Roads and other allied works can be on percentage basis. This means the schedule 2 & 3 (except part 3) has to be quoted in lump-sum and all other schedules are to be quoted on percentage basis. This may result in substantial saving to NMRCL.	Tender condition holds good.







	<p>(c) should have received at least <b>INR 28 Crs</b> each in three contracts, which must be for the work of construction of Road Bridge/Rail Bridge/Metro Rail Viaduct.</p> <p style="text-align: center;"><b>AND</b></p> <p>In addition, the sole bidder or any member of the JV should have carried out work of RCC box underpass (Road Under Bridge) by box push method under running railway track of minimum <b>INR 5 Crs</b> in a single contract.</p> <p>Note: The amount received as mentioned above should be satisfied for actual cost of Road Bridge/ Rail Bridge/ Metro Rail Viaduct within the contract and not for the whole of the contract value.</p>	Must meet requirement	Must meet requirement	Must meet minimum requirement of at least one contract	Lead Member Must meet requirement of at least two of the three contracts of Rail bridge/ Road bridge/ Metro Rail Viaduct.
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**G.M. (Procurement),**  
**NMRCL, Nagpur**

**Annexure IX-c****CONTRACT KEY DATES AND COMPLETION DATE**

The Contractor shall prepare and submit his detailed Programme of Work so as to achieve key dates of various activities on time. The Contractor shall complete the work in a phased manner by fixing priorities to different stretches of work to give access to the other interfacing contractors as per the requirement of project from time to time and as per the key dates (mile stones) indicated below:

The Contractor will be required to achieve the following Key Dates (KD) to be calculated from the commencement date of Work [All numbers refer to weeks from Commencement Dates of the Works]

**(i) KEY DATES FOR THE PROJECT**

<b>Key Dates</b>	<b>Time to achieve (in weeks from date of issue of notice to proceed)</b>	<b>Description of Stage</b>
Key Date 1.1	<b>5</b>	Completion of road widening, erection of barricades and start the piling work.
Key Date 1.2	<b>15</b>	Completion of Shoring Piles.
Key Date 2	<b>20</b>	Completion of 50% of piling work.
Key Date 3	<b>33</b>	Completion of 100% piling and 50% of piers.
Key Date 4	<b>34</b>	Completion of earthwork, excavation for RUB.
Key Date 5	<b>39</b>	Completion of base slab for RUB and open foundation.
Key Date 6	<b>47</b>	Completion of box/U-trough sections for RUB.
Key Date 7	<b>49</b>	Completion of 100% pier columns.
Key Date 8	<b>54</b>	Completion of underpass under Railway Line by box pushing
Key Date 9	<b>55</b>	Completion of pier caps.
Key Date 9.1	<b>72</b>	Completion of viaduct superstructure except railway span
Key Date 9.2	<b>75</b>	Completion of fabrication and erection superstructure for railway span
Key Date 10	<b>77</b>	Completion of approach ramp, crash barrier, drainage and all miscellaneous items
Key Date 11	<b>78</b>	Completion of all road works (at-grade, underpass and flyover) and finishing works including road furniture.

**Note: -**

1. Contractor shall interface and maintain a close liaison with other agencies working for this project for the timely availability of the access to ensure adherence to the key dates. In the case the Contractor finds that there is slippage and likely Key Dates may not be adhered to the Contractor shall inform the Employer in well advance for the likely delays in access to site.
2. The achievement of a Key date shall be subject to issue of "No Objection" from the Employer's representatives upon notice of completion of each KD by contractor.
3. Failure to meet any key date, Liquidated Damages (LD) will be imposed at a rate of 0.05% of the accepted contract amount per week delay after key date.
4. L.D is subjected to a maximum of 10% of accepted contract amount.
5. Any imposition of LD on account of delay in Key Date KD1 will be waived and LD amount if deducted will be returned (without interest) provided the Contractor is able to accomplish corresponding key date KD2.
6. The Penalties levied for not achieving the intermediate key dates are non-refundable even if work as a whole in completed in time.
7. These penalties shall not relieve the Contractor from his obligation to complete the works or from any other obligations and liabilities under this contract.

**8. Incentive Clause:**

For earlier completion of the work as whole from the stipulated original date of completion, an incentive payment of **Rs. 5 (Five) Lakhs per day** shall be paid to the contractor, subject to a maximum of **Rs. 6 (Six) Crores**. The engineer's decision is final and binding on the contractor so far as incentive payment to the contractor is concerned. Even if incentive payment is made, earlier penalties received for delay caused to various intermediate Key Dates KD-2 to KD-5 will not be refunded.

**PROJECT CALENDAR**

- (1) The Project Weeks shall be commenced on a Monday. A day shall be deemed to commence at 00:01 hour on the morning of the day in question. Where reference is made to the completion of an activity or Milestone by a particular week, this shall mean by midnight on the Sunday of that week.
- (2) A 7 day week calendar shall be adopted for various (Work) programme schedules for scheduling purposes.
- (3) For Project purposes, the presentation shall be in 'Week"' units.



**Addendum-3 (Schedule 11)**

Sr.	Item Description	Unit	Quant	Rate	Amount
1	<p><i>Boring, providing and installing bored cast in situ reinforced cement concrete shoring piles of grade M30 of 300 mm diameter and specified length below ground level as per the approved drawings excluding the cost of steel but excluding the cost of boring, with polymer slurry solution and temporary casing of appropriate length for setting out and removal of the same and the length of the pile to be embedded in the pile cap/tie beam etc. all complete, including removal of excavated earth with all lifts and disposal to contractor's dumping yard with all leads. Length of the pile for payment shall be measured upto bottom of pile cap/tie beam. Reinforcement shall be paid under relevant item of the BOQ.</i></p>	RM	22500		

\*Note:- The above mentioned Schedule shall comprise of rate only items wherein the unit and quantity is mentioned but the rate and amount will have to be quoted by the bidder itself. For Evaluation and comparison of bids, the total cost quoted from Schedule 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 & 11 shall be added together to arrive at the final Quote by the Bidder.

