

**CORRIGENDUM-I**  
**PRE- BID MEETING 16/10/2015**

**Date : 24/10/2015**

- Name of Work: - 1) Shifting of varies Electrical utility for Nagpur Metro Rail Project from CH – 8460 to CH – 10000 for N-S Corridor (Estimated Cost 3.63 cr)**
- 2) CH- Shifting of varies Electrical utility for Nagpur Metro Rail Project from CH- 6990 to CH – 8420 for N-S Corridor (Estimated Cost 6.22 cr)**

**Tender No. : - NMRCL/U/S (ELE)/02 & 03-2015, DATED 5/10/2015**

**TENDER No: - (Portal) 18 & 19**

<b>Sr. No</b>	<b>Clause</b>	<b>Query</b>	<b>Clarifications</b>
1		Regarding EMD we propose that the EMD shall be taken in the form of Bank Guarantee/Fixed Deposit in the name your organization A/C our firm. This is a general practice of Government and Public sector undertaking.	Not accepted. Tender condition Prevails
2		Regarding Average Annual turnover we would like to propose that the average annual turnover of last 5 financial year shall be equivalent to the project value. General practice of Government and Public sector undertaking is 60% of the project value.	Not accepted. Tender condition Prevails
3		The permission from various authority such as Railway, PWD, National Highway. Electrical Inspector and local authority etc. shall be in your scope, and the statutory fees if any will be your scope.	Permissions will be sought by NMRCL & necessary fees will be paid by NMRCL
4		Technical specification GTP and drawing shall be provided by you.	NMRCL will provide.
5		Please clarify is there any additional security deposit for contractor quoting below 15% to 20% of so.	As per clause 1.9A of bid document
6		Issue of the Tender sets free of cost	Not accepted. Tender condition Prevails
7		Exemption from payment of Earnest Money Deposit (EMD)	Not accepted. Tender condition Prevails
8		In tender participating MSEs quoting price band of L1+15 percent shall also be allowed to supply a portion upto 20% of requirement by bringing down their	Not accepted. Tender condition Prevails

	price to L1 Price where L1 is non MSEs	
9	<p>Kindly Clarify regarding the procedure EMD payment through NEFT/RTGS through bank but not through online banking. As mentioned "For EMD payment, if bidder uses NEFT or RTGS then system will generate a challan (in two copies). With unique challan No specific to the tender and bidder. Bidder will use this challan in his bank to make NEFT/ RTGS payment as a last stage of bid preparation if the payment is not realized with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in non participation in the aforesaid e-tender. "Kindly advice regarding providing UTR No. or Receipt Note of RTGS/NEFT Generated by bank to upload with the tender</p>	<p>On line Procedure to be completed well before 48 hours of closing of bid . Tender procedure to be followed as provided in bid document.</p>
10	<p>Kindly clarify regarding applicability of price indexing to bring the for turnover &amp; single work order criteria, so as to evaluate the past order &amp; turn over on current basis</p>	<p>The financial data will be updated to 31.03.2015 price level assuming that 5% inflation for Indian Rupees every year compounded annually.</p>
11	<p>Kindly clarify regarding "1.2) All copies duly signed and scanned in connection with the tender." Do we require to sign all the qualification criterion &amp; to be submitted documents and then scan them for uploading</p>	<p>Yes. Signed and scanned copy to be uploaded.</p>
12	<p>As mentioned in clause 48 "The rates to be quoted by the contractor must be inclusive of sales tax. No extra payment on this account will be made to the contractor." Kindly advice regarding applicability of sale in transit i.e EI/EII transactions. Further kindly advice regarding availability / scope of providing "C" Form for interstate transactions.</p>	<p>Tender condition prevails</p>
13	<p>As mentioned in page no. 76 "4) The agency shall obtain the permission of local Authority (N.O.C) for digging the road if necessary. 5) If during the execution of work, shut down form M.S.E.D.C.L./SPANCO. Side is necessary. In that case it is solely responsibility of agency to take necessary shut down with permission of local MSEDCL/SPENCO authority. 8) The agency shall have to arrange the approval &amp; in section of E.I. from Electrical Inspector and</p>	<p>As per 3 above</p>

	<p>accordingly N.O.C. shall be obtained however the necessary inspection fee will be borne by NMRCL. Also necessary testing charges of M.S.E.D.C.L/SPENCO shall be paid by th4 agency 16) Contractor has to take prior permission from MSEDCL/SPANCO/NMC and any concerned authority for shifting of electrical services and it's shut down" Kindly advice regarding the responsibility authority for shifting of electrical services and approval / arranging shut downs / handing over process . Further requested to kindly advice regarding the statutory fee/ expenses to be borne by NMRCL/Contractor for such scope. As during the Pre Bid Meeting it is clarified that the mentioned excluded from the scope of contractor &amp; all such process will be carried out by NMRCL as well as that related expenses will be borne by NMRCL.</p>	<p>All statutory charges required to be paid to various Government agencies like cutting charges, permission from departments like traffic police etc shall be borne by NMRCL</p>
14	<p>As mentioned in page no. 76 "11) Any fees/charges/taxes or penalties towards payment of Government/ Semi-Government /Local/ Private bodies arising during the execution of the work is to be borne by the agency. No compensation or refunds will be paid for this 13) The actual layout drawing shall be got approved by the contractor from the concern Electrical Inspector before starting the work. 14) The permission for charging the installation shall be obtained by the contractor from the concern Electrical Inspector after completion of the work. "Kindly advice regarding the responsibility of NMRCL/Contractor, to obtain approvals. Further requested to kindly advice regarding the statutory fee/expenses to be borne by NMRCL/Contractor for such scope. As during the Pre Bid Meeting it is clarified that the mentioned excluded from the scope of contractor &amp; all such process will be carried out by NMRCL as well as the related expenses will be borne by NMRCL</p>	<p>As above. However no taxes or penalties will be borne by NMRCL</p>
15	<p>Kindly clarify regarding Clause No. 27 BILL &amp; PAYMENTS Page No. 86. Further kindly advice regarding the payment to be released at various stages. Further requesting to provide relaxation for the mentioned "the final bill shall be submitted by the contractor within one month of the date of issue completion</p>	<p>Not accepted, Tender condition prevails</p>

		certificate. The final bill shall be paid within six months of initial submission.” And requesting for the amendment to release the final payments within 1 month from such submission	
16		Kindly advice regarding any type of tax rebate for the project, if allowed by the government	All taxes, duties and levies will be borne by contractor
17		Kindly advice regarding Clause No.54 <b>PRICE VARIATION CLAUSE</b> . 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.
18		Kindly clarify regarding the defect liability period, as nothing is stated regarding the same	24 months from the date of completion as provided in clause 20
20		Please Accept the Earnest Money deposit in the form of Bank Guarantee	Not accepted
21		Please Provide us the Technical specifications for Mini Feeder Pillar	Details are given in tender document
22		Please Provide the approved makes for Mini Feeder Pillar	It is already given in tender documents
23		Copper Wound Transformer. Please Confirm About Losses of Transformer	It will be a distribution transformer as mention in tender schedule
24		Load Break Switch. Please consider the make Siemens & Schneider	As per P.W.D detailed specification and make
25		Ring Main Unit. Please consider the make Siemens, Schneider, C&S	As per P.W.D detailed specification and make
26		Vacuum Circuit Breaker .Please consider the make Siemens & Schneider	As per P.W.D detailed specification and make
27		Since the MSEDCL utility equipments are to be shifted. As per MSEDCL norms, same are required to provided as per MSEDCL specifications, approved makes and also under their supervision. Whereas the NIT asks for PWD specifications. Both MSEDCL & PWD specifications are different. Kindly confirm which to be followed	Specifications provided in bid prevails
28		Please confirm that all statutory fees of local bodies for road cutting shall be borne by yourself	Shall be borne by NMRCL

29		Item for Excavation for Hard Rock & Cement concrete is not considered, we request you to consider the same for execution and payment	Refer item no 21 & 22 of BOQ .
30		Please confirm that, service tax & LBT shall be paid extra at actual	Only service tax will be paid as applicable.
31		Kindly accept Dia 150mm RCC Hume pipe instead of Dia 250mm RCC Hume pipe. Since , Later is not regular manufacturing size and difficult to get quick delivery	Not accepted
32	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 : All quarry fees, royalties, and ground rent for stacking materials if any should be paid and borne by the contractor.

Encl: Annexure I

General Manager (Proc.)  
NMRCL, Nagpur

Clause  
54

**PRICE VARIATION CLAUSE**

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

- 1) Labour Component
- 2) Material Component
- 3) Petrol, Oil, and Lubricants Component.
- 4) HYSO & Mild Steel Component.
- 5) Cement Component

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.

1.	Labour Component -	K1	20.00 %
2.	Material Component -	K2	76.00 %
3.	P.O.L. Component -	K3	4.00 %
			<u>100.00 %</u>

	<p>4. HYSD &amp; mild steel component Cement component                      Actual component                                      Actual</p> <p><b>Note:-</b> If Cement, Steel Bitumen, C.I.&amp; 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>
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**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. _____ | Per M.T.  |
| 2. HYSD and Mild Steel | Rs. _____ | Per M. T. |
| 3. Structural Steel    | Rs. _____ | Per M. T. |

K1 = Percentage of labour component as indicated above.

Lo = 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 HYSD/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 considering.  
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.  
Cl1 = Average cement Index published in RBI Bulletin for the quarter under consideration.  
CLO = 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 (octroi, excise, sales tax) during the quarter under consideration.

BO = 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 (octroi, 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