



महाराष्ट्र रेल इन्फ्रास्ट्रक्चर डेवेलपमेंट कॉर्पोरेशन लि.

महाराष्ट्र शासन आणि रेल्वे मंत्रालय यांचा संयुक्त उपक्रम, २ रा मजला, हेक्ट हाऊस, नरीमन पॉईंट, मुंबई ४०००२१.

MAHARASHTRA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.

A Joint Venture of Govt. of Maharashtra and Ministry of Railways

2nd Floor, Hoechst House, Nariman Point, Mumbai 400 021

Tel: +91 22 67477510 | Fax: +91 22 67477511 | Rly: 090 23700 | Email: info@maharail.com | Website: www.maharail.com

CIN: U74999MH2017SGC298367

CORRIGENDUM-1

Date: 09.02.2021

Name of Work: - Construction of Mominpura Road Over Bridge & Limited Height Subway from Panchpawali Bridge to Pahelwan Shah Dargah connecting to Bridge to Bhankheda to Lashkaribagh Area in Nagpur City, at Railway KM 837/39-41 between Nagpur - Kalumna Stations of Nagpur Division.

Subject: Revision in Conditions of Tender.

Ref: e- Tender No.: MRIDC/e-TENDER/ROB/2021/85.

Following Corrections/Modifications/Addition shall be incorporated in Tender Document for the above cited work:

Reference Section	Reference Clause No.	Earlier Description	Revised Description
Section: 4 (General Conditions of Contract)	4.10	After selection, a Letter of Acceptance or Letter of Award (the "LOA") will be issued, in duplicate by MRIDC to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.	After selection, a Letter of Acceptance or Letter of Award (the "LOA") will be issued, in duplicate by MRIDC to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. • Limitation on award of Work Contract: Upper limit of award of contract by MRIDC to any constituent member of JV/ Partnership Firm / Sole proprietorship firm as single entity or in a JV is 12 ROB's work/RUB/LHS work under more than one contracts. However, after physical completion of 50% of total awarded work (ending last day of month, previous to the month in which tender is invited), the agency may be liable to get awarded new works

Reference Section	Reference Clause No.	Earlier Description	Revised Description
Section: 4 (General Conditions of Contract)	4.35.2	Such a notice shall not however be necessary if the Engineer has already instructed in writing to take up such an item of work. To decide the rate, the Contractor shall furnish detailed analysis of the rates as per relevant clause of tender document and attend a meeting with Engineer to settle the rate as and when called for. The Contractor shall be bound to furnish the requisite details and to attend the meeting.	Such a notice shall not however be necessary if the Engineer has already instructed in writing to take up such an item of work. To decide the rate, the Contractor shall furnish detailed analysis of the rates as per relevant clause of tender document and attend a meeting with Engineer to settle the rate as and when called for. The Contractor shall be bound to furnish the requisite details and to attend the meeting. However, the method to derive the rate shall be decided by Engineer-in-charge or the rates finalized by Engineer-in-Charge for such item shall be final and binding on Contractor.
Section: 4 (General Conditions of Contract)	4.59	No price escalation will be admissible. The prices shall remain firm for the entire tenure of the Contract including its extension if any.	No price variation shall be applicable for contracts having completion period up to 12 months. Price variation shall be applicable only for the contracts whose completion period is more than 12 months. If Price variation/ adjustment clause is applicable, Price variation/Adjustment(s) shall be calculated for the quantum of works executed for the month or the period of the bill as per agreed work/time schedule. The Contractor shall be reimbursed or shall refund to MRIDC, as the case may be, the variation on the value of the work carried out from time to time, depending on rise or fall of material and labour prices as a whole and using the method for such computations as given below. It is to be clearly understood that no price variations shall be made applicable for initial period of 12 months for all contracts (irrespective of total contract period/duration including extensions, if any). Method for computation of Price Variation/Adjustment:

Reference Section	Reference Clause No.	Earlier Description	Revised Description
			<p>a. Labour and other materials: For the purpose of this contract and for allowing reimbursement or refund on account of variation of prices of (i) labour, and (ii) materials, computation will be based on the formula enunciated below which is based on the presumptions that:</p> <p>i. The general price level of labour, rises or falls in proportion to the rise or fall of consumer price index for Industrial Workers (All India) published in 'RBI Bulletin'.</p> <p>ii. The general price level of materials rises or falls in proportion to rise or fall of whole-sale price index- All commodities – as published in 'RBI Bulletin'.</p> <p>iii. And that the component of labour is to the extent of 30 percent of 85 percent and the component of materials is to the extent of 70 percent of 85 percent of the value of the work carried out. The remaining 15 percent being the presumptive profit of the contractor.</p> <p>(1) Formula for Labour component:</p> $VL = \frac{0.85R \times 30}{100} \times \frac{(I-I_0)}{I_0}$ <p>Where:</p> <p>R = Total value of the work done (excluding GST) during the period under reference, as certified by Engineer-in-charge.</p> <p>VL = Amount of price variation against Labour component to be reimbursed or claimed as refund on account of general rise or fall of index referred to above.</p> <p>I = Consumer Price Index Number for</p>

Reference Section	Reference Clause No.	Earlier Description	Revised Description
			<p>Industrial Workers - All India - Published in R.B.I. Bulletin (average price index of the period of execution of work under consideration).</p> <p>IO = Consumer Price Index Number for Industrial Workers - All India - Published in R.B.I. Bulletin for the base period i.e. prevailing, on the date of invitation of the tender.</p> <p>(2) Formula for Material component:</p> $VM = \frac{0.85R \times 70}{100} \times \frac{(W-W_o)}{W_o}$ <p>Where:</p> <p>R = Total value of the work done (excluding GST) during the period under reference, as certified by Engineer-in-charge.</p> <p>VM = The amount of price variation against material component to be reimbursed or claimed as refund on account of general rise or fall of wholesale price index for period under reference.</p> <p>W = Wholesale price index - All commodities – as published in R.B.I. Bulletin (average price index of the period of execution of work under consideration).</p> <p>WO = Wholesale price index - All commodities – as published in R.B.I. Bulletin for the base period i.e. prevailing, on the date of invitation of the tender.</p> <p>Computations based on the above formula will be made for the period of each bill separately and reimbursement will be made to (when the result is plus) and</p>

Reference Section	Reference Clause No.	Earlier Description	Revised Description								
			<p>refund will be claimed from (when the result is minus) the contractor's next bill.</p> <p>However, apart from the above-mentioned formulae, the contractor shall have no claim on the ground that the price of a particular material or group of materials have risen abnormally.</p> <p>b. The demands for variation of cost shall be allowed on the basis of provisional indices made available by Reserve Bank of India. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.</p> <p>Stage wise Upper Limit of Price Variation shall be as follows:</p> <table border="1" data-bbox="871 1021 1477 1682"> <thead> <tr> <th data-bbox="871 1021 1174 1211">Contract Duration including extensions if any</th> <th data-bbox="1174 1021 1477 1211">Maximum limit of Price Variation</th> </tr> </thead> <tbody> <tr> <td data-bbox="871 1211 1174 1290">Up to 12 Months</td> <td data-bbox="1174 1211 1477 1290">No variation allowed</td> </tr> <tr> <td data-bbox="871 1290 1174 1480">Above 12 months & up to 24 months</td> <td data-bbox="1174 1290 1477 1480">5% of Work done (excluding GST) during the period beyond initial 12 months</td> </tr> <tr> <td data-bbox="871 1480 1174 1682">Above 24 months</td> <td data-bbox="1174 1480 1477 1682">10% of Work done (excluding GST) during the period beyond initial 24 months</td> </tr> </tbody> </table> <p>c. Price Variation during Extended Period of Contract:</p> <p>The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion</p>	Contract Duration including extensions if any	Maximum limit of Price Variation	Up to 12 Months	No variation allowed	Above 12 months & up to 24 months	5% of Work done (excluding GST) during the period beyond initial 12 months	Above 24 months	10% of Work done (excluding GST) during the period beyond initial 24 months
Contract Duration including extensions if any	Maximum limit of Price Variation										
Up to 12 Months	No variation allowed										
Above 12 months & up to 24 months	5% of Work done (excluding GST) during the period beyond initial 12 months										
Above 24 months	10% of Work done (excluding GST) during the period beyond initial 24 months										

Reference Section	Reference Clause No.	Earlier Description	Revised Description
			<p>where such extension has been granted under Clause 4.24.3, 4.24.4 & 4.24.5 of the General Conditions of Contract.</p> <p>However, where extension of time has been granted due to Contractor's failure under Clause 4.24.6 of the General Conditions of Contract, no price adjustment shall be applicable for the work done during such extended period.</p>
Section: 4 (General Conditions of Contract)	4.86.2	<p>Either the JV firm or lead member of the JV firm must satisfy the Financial Eligibility Criteria defined in Clause 8.2.3.</p> <p>The Financial capacity of each other partner of JV (excluding lead partner) shall not be less than 10% of the Financial Eligibility Criteria specified in Clause 8.2.3.</p>	<p>Either the JV firm or lead member of the JV firm must satisfy the Financial Eligibility Criteria defined in Clause 8.2.2.</p> <p>The Financial capacity of each other partner of JV (excluding lead partner) shall not be less than 10% of the Financial Eligibility Criteria specified in Clause 8.2.2.</p>
Section 12-A	Annexure-III	-	Annexure-III is revised and attached herewith the corrigendum.

Other terms & conditions of above said tender will remain unchanged. The corrigendum shall be part of the tender document.

Sd/-
Managing Director
MRIDC

ANNEXURE-III

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER ALONG WITH THE BID DOCUMENT

*(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company) ***

I (name and designation) ** appointed as the attorney / authorized signatory of the bidders (including its constituents),

M/s (hereinafter called the bidders) for the purpose of the Bid documents for the work of as per the Bid No. Of MRIDC, do hereby solemnly affirm and state on behalf of the bidders including its constituents as under: -

1. I/We the bidders (s), am/are signing this document after carefully reading the contents.
2. I/We the bidders (s) also accept all the conditions of the Bid.
3. I/We declare and certify that I/We have not made any misleading or false representation in the forms. Statements and attachments in proof of the qualification requirements during submission of bid.
4. I/We also understand that my/our offer will be evaluated based on the documents / credentials submitted along with the offer and / or same shall be binding upon me/us.
5. I/We declare that the information and documents submitted along with the Bid by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
6. I/We understand that if the certificates regarding eligibility criteria submitted by us are found to be forged / false or incorrect at any time during process of evaluation of Bids, it shall lead to forfeiture of the Bid EMD besides banning of business for five years. Further I/We (*insert name of bidders*)** and all my/our constituents understand that my/our offer shall be summarily rejected.
7. I/We also understand that if the certificates submitted by us are found to be false / forged or incorrect at any time after the award of contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance

Guarantee besides any other action provided in the contract including banning of business for five years.

8. I/We hereby declare that I/we declares and certifies that they have not been blacklisted or debarred by MRIDC, Railways or any other Ministry/Department of the Govt. of India/State Govt./PSU's from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were member/partners and I/We are fully responsible for the correctness of the information and documents, submitted by us.
9. I/We have read and understood all the provisions included in the bid documents and abide by them.

DEPONENT
SEAL AND SIGNATURE
OF THE BIDDERS

VERIFICATION

I/We above named bidders do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE
OF THE BIDDERS

Place:

Date:

*** The contents in italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by bidders. Attestation before Magistrate / Notary Public.*

Note: The document should be sworn before / attested by Judicial Magistrate or Executive Magistrate or Notary Public.