



महाराष्ट्र रेल इन्फ्रास्ट्रक्चर डेव्हलपमेंट 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

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CIN: U74999MH2017SGC298367

CORRIGENDUM-1

Date: 09.02.2021

Name of Work: - Construction of Railway Station Buildings, Platform & Platform shelter, Foot over Bridges, Station Circulating Areas, Railway Staff Quarters at various stations, other utility structures such as Traction Sub-Station Room, Tower Wagon Sheds, OHE Depot Building etc. pertaining to all kinds of Civil and General electrical works in connection with Itwari-Nagbhir Gauge Conversion project.

Subject: Revision in Conditions of Tender.

Ref: e- Tender No.: MRIDC/e-TENDER/PROJECT/2021/86.

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)	4.24.3	Delays not due to Employer If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of: <ul style="list-style-type: none">Any force majeure event,Any relevant order of court orAny other event or occurrence, which according to the Engineer is not due to the Firm / Agency's failure or fault and is beyond his control. The Engineer may grant such extensions of the completion period as in his opinion reasonable, with imposing any penalty.The Firm/ Agency shall have no claim on account of such extension of the stipulated date of completion.	Delays not due to Employer If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of: <ul style="list-style-type: none">Any force majeure event,Any relevant order of court orAny other event or occurrence, which according to the Engineer is not due to the Firm / Agency's failure or fault and is beyond his control. The Engineer may grant such extensions of the completion period as in his opinion reasonable, without imposing any penalty.The Firm/ Agency shall have no claim on account of such extension of the stipulated date of completion.

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	The Contractor shall be reimbursed or shall refund to MRIDC as the case may be the variation in the value of the work carried out from time to time, depending on whether the prices of material and labour as a whole rise or fall, and the method adopted for such computations shall be as given below, it being clearly understood that the contractor shall have no claim for being reimbursed on the ground that the price of a particular material or group of materials have risen beyond the limits of the presumptions made in the following paras, however, no price variations shall be made applicable for contracts upto 12 months: a. Labour and other materials: For the purpose of this contract and for allowing reimbursement of refund on account of variation of prices of (i) labour, and (ii) materials, computation will be	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

Reference Section	Reference Clause No.	Earlier Description	Revised Description
		<p>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 number by '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 as published by '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 Industrial Workers -</p>	<p>extensions, if any).</p> <p>Method for computation of Price Variation/Adjustment:</p> <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</p>

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		<p>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> $VM = \frac{0.85R \times 70}{100} \times \frac{(W-Wo)}{Wo}$ <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</p>	<p>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 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> $VM = \frac{0.85R \times 70}{100} \times \frac{(W-Wo)}{Wo}$ <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>

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		<p>formula will be made for the period of each bill separately and reimbursement will be made to (when the result is plus) and refund will be claimed from (when the result is minus) the contractor's next bill.</p> <p>The operative period of the contract for application of price variation shall mean the period commencing from the date of commencement of work mentioned in the work order and ending on the date when time allowed for the work specified in the contract for work expires, taking into consideration, the extension of time, if any, for completion of the work granted by Engineer 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 as regards the operative period of the contract shall be final and binding on contractor.</p> <p>b. The demands for escalation 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>Maximum Price Variation shall be as follows:</p>	<p>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 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="1002 1675 1528 2022"> <thead> <tr> <th data-bbox="1002 1675 1217 1872">Contract Duration including extensions if any</th> <th data-bbox="1217 1675 1528 1872">Maximum limit of Price Variation</th> </tr> </thead> <tbody> <tr> <td data-bbox="1002 1872 1217 1951">Up to 12 Months</td> <td data-bbox="1217 1872 1528 1951">No variation allowed</td> </tr> <tr> <td data-bbox="1002 1951 1217 2022">Above 12 months &</td> <td data-bbox="1217 1951 1528 2022">5% of Work done (excluding GST)</td> </tr> </tbody> </table>	Contract Duration including extensions if any	Maximum limit of Price Variation	Up to 12 Months	No variation allowed	Above 12 months &	5% of Work done (excluding GST)
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		<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 where such extension has been granted under Clause 4.24.3, of the General Conditions of Contract.</p> <p>However, where extension of time has been granted due to Contractor's failure under Clause 4.24.4 of the General Conditions of Contract, no price adjustment shall be applicable for such extended period.</p>		<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 where such extension has been granted under Clause 4.24.3 of the General Conditions of Contract.</p> <p>However, where extension of time has been granted due to Contractor's failure under Clause 4.24.4 of the General Conditions of Contract, no price adjustment shall be applicable for the work done during such extended period.</p>														
Section 10-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.