



# 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 single tier Road Over Bridge (Railway Portion) at Sewri, Crossing Harbour Line of Central Railway & Dismantling of existing ROB & Construction of two-tier Road Over Bridge (Railway Portion) at Prabhadevi / Elphinstone crossing CR & WR main lines, Mumbai.

**Subject: Revision in Conditions of Tender.**

**Ref:** e- Tender No.: MRIDC/PROJ/e-TENDER/MUM/SEW-PRA/ROB/2021/88.

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 Award/Letter of Acceptance (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 as a token of its unconditional acceptance.	<ul style="list-style-type: none"><li>• After selection, a Letter of Award/Letter of Acceptance (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 as a token of its unconditional acceptance.</li><li>• <b>Limitation on award of Work Contract:</b> 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.</li></ul>

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. <b>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.</b>
Section: 4 (General Conditions of Contract)	4.59	<p>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.</p> <p>If Price Variation clause is applicable, 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 has been given below. It is 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</p>	<p>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.</p> <p>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</p>

Reference Section	Reference Clause No.	Earlier Description	Revised Description
		<p>following paras, however, no price limits of the presumptions made in the following paras, however, no price contracts (irrespective of total contract period including extension, if any):</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:  <math display="block">VL = \frac{0.85R \times 30}{100} \times \frac{(I-I_0)}{I_0}</math></p>	<p>months for all contracts (irrespective of total contract period/duration including 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:  <math display="block">VL = \frac{0.85R \times 30}{100} \times \frac{(I-I_0)}{I_0}</math></p>

Reference Section	Reference Clause No.	Earlier Description	Revised Description
		<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 - 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> $VM = \frac{0.85R \times 70}{100} \times \frac{(W-W_0)}{W_0}$ <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>VM = The amount of price</p>	<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 - 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> $VM = \frac{0.85R \times 70}{100} \times \frac{(W-W_0)}{W_0}$ <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>VM = The amount of price variation against material component to be reimbursed or claimed as refund on account of general</p>

Reference Section	Reference Clause No.	Earlier Description	Revised Description
		<p>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 refund will be claimed from (when the result is minus) the contractor’s next bill.</p> <p>The operative period of the contract shall mean the period commencing from the date of commencement of work mentioned in the LOA 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. The decision of the Engineer as regards the operative period of the contract shall be final and binding</p>	<p>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 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>

Reference Section	Reference Clause No.	Earlier Description	Revised Description																
		<p>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><b>Maximum Limit of Price Variation shall be as follows:</b></p> <table border="1" data-bbox="451 891 956 1742"> <thead> <tr> <th data-bbox="451 891 708 1122">Contract Period/ Duration (including extensions if any)</th> <th data-bbox="708 891 956 1122">Maximum limit of Price Variation</th> </tr> </thead> <tbody> <tr> <td data-bbox="451 1122 708 1200">Up to 12 Months</td> <td data-bbox="708 1122 956 1200">No variation allowed</td> </tr> <tr> <td data-bbox="451 1200 708 1473">Above 12 months to 24 months</td> <td data-bbox="708 1200 956 1473">5% of Work done (excluding GST) during the period beyond initial 12 months</td> </tr> <tr> <td data-bbox="451 1473 708 1742">Above 24 months</td> <td data-bbox="708 1473 956 1742">10% of Work done (excluding GST) during the period beyond initial 12 months</td> </tr> </tbody> </table> <p>c. <b>Price Variation during Extended Period of Contract:</b></p> <p>The price adjustment as worked out above, i.e. either increase or decrease shall be</p>	Contract Period/ Duration (including extensions if any)	Maximum limit of Price Variation	Up to 12 Months	No variation allowed	Above 12 months 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 12 months	<p><b>Stage wise Upper Limit of Price Variation shall be as follows:</b></p> <table border="1" data-bbox="983 427 1500 1167"> <thead> <tr> <th data-bbox="983 427 1241 622">Contract Duration including extension if any</th> <th data-bbox="1241 427 1500 622">Maximum limit of Price Variation</th> </tr> </thead> <tbody> <tr> <td data-bbox="983 622 1241 701">Up to 12 Months</td> <td data-bbox="1241 622 1500 701">No variation allowed</td> </tr> <tr> <td data-bbox="983 701 1241 931">Above 12 months &amp; up to 24 months</td> <td data-bbox="1241 701 1500 931">5% of Work done (excluding GST) during the period beyond initial 12 months</td> </tr> <tr> <td data-bbox="983 931 1241 1167">Above 24 months</td> <td data-bbox="1241 931 1500 1167">10% of Work done (excluding GST) during the period beyond initial 24 months</td> </tr> </tbody> </table> <p>c. <b>Price Variation during Extended Period of Contract:</b></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>	Contract Duration including extension 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
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		<p>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 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.*