

(MM3-CBS-REL-PYL)

“Procurement, Supply, Installation, Testing and Commissioning of various Power Supply works including associated Civil works, required for diversion of 220 kV and 33 kV Transmission Lines along with the Transmission towers belonging to M/s Reliance Infrastructure Ltd. in Aarey depot area for Mumbai Metro Line -3”

Addendum No. 7

Date: - 04th July 2017

Sr. No.	Description	Clause No. and Page No. of Original Tender Document	Amendment
1.	Section I - NIT	Clause No. 1.1.3.1 (i), Page 2 The bidder should be registered under Maharashtra Value Added Tax (MVAT) Act / Central Sales Tax Act and Service Tax Act under GOI as well as for other various taxes in force.	Clause No. 1.1.3.1 (i), Page 2 The bidder should be registered under all the Acts related to various taxes and duties including GST (CGST, SGST, IGST, UTGST) but not limited to Custom Duties, Levies, Cess, Royalties, Octroi etc. in force as per Government of India /Sate Government of Maharashtra as applicable.
2.	Section I - NIT	Clause No. 1.1.12, Page 9 Tender Document can be downloaded for reference purpose from the e-Tendering Portal of MMRC during the period mentioned in the tender notice. Interested Bidders have to make online payment of Rs. 25,000/- (Rupees Twenty-Five Thousand only) inclusive of MVAT (non-refundable) as Tender Processing Fee using online payment gateway during bid preparation using i.e. Debit Card/Credit Card/Net-Banking. Tender Fee receipt can be system generated during bid preparation by the Bidder.	Clause No. 1.1.12, Page 9 Tender Document can be downloaded for reference purpose from the e-Tendering Portal of MMRC during the period mentioned in the tender notice. Interested Bidders have to make online payment of Rs. 25,000/- (Rupees Twenty-Five Thousand only) inclusive of all taxes (non-refundable) as Tender Processing Fee using online payment gateway during bid preparation using i.e. Debit Card/Credit Card/Net-Banking. Tender Fee receipt can be system generated during bid preparation by the Bidder.

Sr. No.	Description	Clause No. and Page No. of Original Tender Document	Amendment
3.	Section II - ITT	<p>Clause No. C 2.4, Page 15</p> <p>With the tender submission, the tenderer shall submit the proof of Maharashtra VAT registration or shall submit an undertaking that he will get registered with Maharashtra VAT authorities in case of award of LOA to them.</p>	<p>Clause No. C 2.4, Page 15</p> <p>With the tender submission, the tenderer shall submit the proof of GST (CGST, SGST, IGST, UTGST) registration or shall submit an undertaking that he will get registered with GST authorities in case of award of LOA to them.</p>
4.	Section II - ITT	<p>Clause No. C 2.6 (a), Page 15</p> <p>a) Service Tax:</p> <p>The bidders shall examine their own assessment in regard to service tax liability in the contract. No separate service tax reimbursement will be made by MMRC.</p>	<p>Clause No. C 2.6 (a), Page 15</p> <p>a) Service Tax:</p> <p>Not used.</p>
5.	Section II - ITT	<p>Clause No. C 2.6 (d), Page 16</p> <p>d) Maharashtra VAT (MVAT) is included in the contract price. The contractor shall maintain details of MVAT paid to 'Trade and Taxes' department and submit: -</p> <p>(i) Certificate of the Chartered Accountant in regard to turnover of the contractor relating to MMRC project.</p> <p>(ii) MVAT return forms of the contractor for the relevant period / periods along with detailed statement in Challans of MVAT & copy of Challans in regard to deposit of tax.</p>	<p>Clause No. C 2.6 (d), Page 16</p> <p>d) GST (CGST, SGST, IGST, UTGST) is included in the contract price. The contractor shall maintain details of GST paid to the Concerned department and submit: -</p> <p>(i) Certificate of the Chartered Accountant in regard to turnover of the contractor relating to MMRC project.</p> <p>(ii) GST return forms of the contractor for the relevant period / periods along with detailed statement in Challans of GST & copy of Challans in regard to deposit of tax as applicable.</p>

Sr. No.	Description	Clause No. and Page No. of Original Tender Document	Amendment
6.	Section II - ITT	<p>Clause No. C 2.6 (e), Page 16</p> <p>The tenderers are advised to quote the price inclusive of all central/state/local taxes, duties, levies, cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax / Works Contract Tax/ Labour Cess, custom etc. after considering clause C2.4, C2.5 & C2.6 above.</p>	<p>Clause No. C 2.6 (e), Page 16</p> <p>The tenderers are advised to quote the price inclusive of all the taxes and duties including GST (CGST, SGST, IGST, UTGST) but not limited to Royalties, Custom Duties, Octroi, Levies, Cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax /GST/Labour Cess, custom etc. after considering clause C2.4, C2.5 & C2.6 above.</p>
7.	Section IV - GCC	<p>Clause No. 11.1.1, Page 117</p> <p>shall be all inclusive (including all taxes, duties, royalties etc.) except: Value Added Tax (VAT) paid under Maharashtra VAT act 2005 where work is done in Mumbai and Value added tax (VAT) paid under other State Govt VAT act if work is done in that state.</p>	<p>Clause No. 11.1.1, Page 117</p> <p>shall be inclusive of all the taxes and duties including GST (CGST, SGST, IGST, UTGST) but not limited to Custom Duties, Octroi, Levies, Royalties, Cess etc.</p>
8.	Section IV - GCC	<p>Clause No. 11.1.2 (i), Page 117</p> <p>In the event of exemption of custom duties, excise duties, CST/VAT or any other cess/levy being granted by the Government in respect of the works and it shall be obligatory on part of the Contractor to get the reimbursements from the statutory authorities and pass on the benefit to MMRC.</p>	<p>Clause No. 11.1.2 (i), Page 117</p> <p>In the event of exemption of full or in part of GST(CGST, SGST, IGST, UTGST), Custom Duties, Octroi, Royalties, any taxes or any other duties/cess/levy being granted by the Government in respect of the works..... and it shall be obligatory on part of the Contractor to get the reimbursements from the statutory authorities and pass on the benefit to MMRC.</p>

Sr. No.	Description	Clause No. and Page No. of Original Tender Document	Amendment
9.	Section V - SCC	<p>Clause No. 19 – Sub Clause 11.1.1, Page No. 151</p> <p>(a) The contract price, subject to any adjustment thereto in accordance with the contract shall be all inclusive (including all taxes, duties, royalties etc.) including value Added tax (VAT) paid under Mumbai VAT act 2005 where work is done in Mumbai and Value Added Tax (VAT) paid under other State Govt VAT act work is done in that state.</p>	<p>Clause No. 19 – Sub Clause 11.1.1, Page No. 151</p> <p>(a) The contract price, subject to any adjustment thereto in accordance with the contract shall be inclusive of all the taxes and duties including GST (CGST, SGST, IGST, UTGST) but not limited to Custom Duties, Royalties, Octroi, Levies, Cess etc.</p>
10.	Section IX – BoQ.	<p>Clause No. 1.6, Page No. 634</p> <p>The rates given in the Bill of Quantities establishment and overhead charges, labour camps, insurance costs for labour and works, contractor's profit, all taxes, royalties, duties, cess, Octroi, VAT and other levies and other charges together with all general risks, liabilities and obligations set out or implied in the contract and including remedy of any defects during the Defect Liability Period, unless otherwise provided in BOQ. Reinforcement Steel (Including supply, cutting, bending, placing in position, tying etc.) shall be paid separately than the concrete items under the mentioned item of Steel Reinforcement unless otherwise mentioned in BOQ.</p>	<p>Clause No. 1.6, Page No. 634</p> <p>The rates given in the Bill of Quantities establishment and overhead charges, labour camps, insurance costs for labour and works, contractor's profit, all taxes and duties including GST (CGST, SGST, IGST, UTGST) but not limited to Royalties, Custom Duties, Octroi, Cess, etc. and other levies and other charges together with all general risks, liabilities and obligations set out or implied in the contract and including remedy of any defects during the Defect Liability Period, unless otherwise provided in BOQ. Reinforcement Steel (Including supply, cutting, bending, placing in position, tying etc.) shall be paid separately than the concrete items under the mentioned item of Steel Reinforcement unless otherwise mentioned in BOQ.</p>

Sr. No.	Description	Clause No. and Page No. of Original Tender Document					Amendment				
11	Section I: NIT	Clause No.1.1.2, Page No.1					Clause No.1.1.2, Page No.1				
		Sr. No.	Tender Schedule	Bidder Schedule	Start Date & Time	End Date & Time	Sr. No.	Tender Schedule	Bidder Schedule	Start Date & Time	End Date & Time
		1.	Tender Authorization and Publishing	-----	-----	10/04/2017, 1800 hrs	1.	Tender Authorization and Publishing	-----	-----	10/04/2017, 1800 hrs
		2.	-----	Tender Document Download	11/04/2017, 1000 hrs	06/07/2017, 1800 hrs	2.	-----	Tender Document Download	11/04/2017, 1000 hrs	19/07/2017, 1800 hrs
		3.	Pre-bid Meeting	-----	21/04/2017, 1100 hrs	-----	3.	Pre-bid Meeting	-----	21/04/2017, 1100 hrs	-----
		4.	-----	Seeking Clarification	11/04/2017, 1000 hrs	23/06/2017, 1800 hrs	4.	-----	Seeking Clarification	11/04/2017, 1000 hrs	06/07/2017, 1800 hrs
		5.	Tender Closing	-----	07/07/2017, 1000 hrs	07/07/2017, 1800 hrs	5.	Tender Closing	-----	20/07/2017, 1000 hrs	20/07/2017, 1800 hrs
		6.	Opening Envelope, A – Tender Fees, EMD	-----	10/07/2017, 1000 hrs	10/07/2017, 1800 hrs	6.	Opening Envelope, A – Tender Fees, EMD	-----	21/07/2017, 1000 hrs	21/07/2017, 1800 hrs
		7.	Opening Envelope B – Technical Bid	-----	10/07/2017, 1000 hrs	10/07/2017, 1800 hrs	7.	Opening Envelope B – Technical Bid	-----	21/07/2017, 1000 hrs	21/07/2017, 1800 hrs
		8.	Opening Envelope C – Financial Bid	-----	To be notified later	To be notified later	8.	Opening Envelope C – Financial Bid	-----	To be notified later	To be notified later

6.	Opening Envelope, A – Tender Fees, EMD	-----	21/07/2017, 1000 hrs	21/07/2017, 1800
7.	Opening Envelope B – Technical Bid	-----	21/07/2017, 1000 hrs	21/07/2017, 1800 hrs
8.	Opening Envelope C – Financial Bid	-----	To be notified later	To be notified

1.1.1.1 The Project

The Project includes, Procurement, Supply, Installation, Testing and Commissioning of various Power Supply works including Civil, Electrical and Mechanical works, required for diversion of 220 kV and 33 kV Transmission Lines along with the Transmission Towers belonging to M/s Reliance Infrastructure Ltd. located on the proposed land for establishing MML-3 Depot/Yard at Aarey Colony, Goregaon.

1.1.2 Qualification Criteria:

1.1.2.1 Eligible Applicants:

i. Statutory Licenses/Registration

- The bidder should have a valid Electrical Contractor’s License.
- The bidder should be registered under all the Acts related to various taxes and duties including GST (CGST, SGST, IGST, UTGST) but not limited to Custom Duties, Levies, Cess, Royalties, Octroi etc. in force as per Government of India /State Government of Maharashtra as applicable.
- The bidder should be registered under P.F. Act.
- Income Tax Permanent Account No.

Note: Duly attested copies of Certificate should be submitted with bid offer.

- ii. The bidders for this contract will be considered only from those bidders (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses mentioned below. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.
- iii. Bidder may associate with other firms in the form of Joint Venture with not more than 3 members (including lead member) with condition that the Lead Member must have participation of at least **26%** or their wholly owned Indian subsidiary registered in India under Company Act 1956 or Company Act 2013, with minimum 26% participation.
- iv. A Tenderer shall submit only one tender in the same tendering process, either individually as a tenderer or as a partner of a JV. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No Tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV in the same tendering process. A tenderer, if acting in the capacity of subcontractor in any tender, may participate in more than one tender, but only in that capacity.
- v. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified. Bidders shall be considered to have a conflict of interest with one or more parties in this tendering process,
 - (a) A bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement for on implementation of the project;
 - (b) A bidder is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - (c) A bidder lends, or temporarily seconds its personnel to firms or organization’s which are engaged in civil construction for the construction for an

- b. For the balance Tender Security/Earnest Money, Irrevocable bank guarantee issued by a Scheduled Commercial Bank (including Schedule Commercial Foreign Banks) in India, in the form given in Annexure 6, of the Instruction to Tenderers (ITT), payable at Mumbai shall be submitted before the tender closing date as mentioned in NIT.

(In case of joint venture/consortia, Bank Guarantee for Tender Security shall be in the name of joint venture/consortia) The Tender Security shall remain valid for a period of 56 days beyond the validity period for the tender. The tenderer shall upload the scanned copy of the Bank Guarantee as part of Envelope A on the online MMRC e-tendering portal only. The bidder shall submit the original Bank Guarantee, before the deadline of submission of bid at the office of the Executive Director (Electrical), MMRDA Building, 5th Floor, A-Block, Bandra Kurla Complex, Bandra –East, Mumbai-400051, India

- 1.1.11 Submission of Tenders shall be closed on e-tendering portal of MMRC on the date & time of submission prescribed in NIT after which no tender shall be accepted. It shall be the responsibility of the bidder / bidder to ensure that his tender is submitted online on e-tendering portal of MMRC before the deadline of submission. MMRC will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.
- 1.1.12 Tender Document can be downloaded for reference purpose from the e-Tendering Portal of MMRC during the period mentioned in the tender notice. Interested Bidders have to make online payment of Rs. 25,000/- (Rupees Twenty-Five Thousand only) inclusive of all taxes (non-refundable) as Tender Processing Fee using online payment gateway during bid preparation using i.e. Debit Card/Credit Card/Net-Banking. Tender Fee receipt can be system generated during bid preparation by the Bidder.
- 1.1.13 The lowest tenderer will have to submit the rate analysis of all major items if called for.
- 1.1.14 Tenders shall be valid for a period of **180 days** (both days inclusive i.e. the date of submission of tender and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per **Clause C22 of ITT**.
- 1.1.15 MMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the MMRC for rejection of his proposal.

Date: 10th April 2017

Place: Mumbai

No.: MMRC/MM3/REL-PYL/NIT/18

**Executive Director (Electrical)
Mumbai Metro Rail Corporation Ltd.**

- C2.3** The Tenderer shall upload with his Tender the documents that are identified in paragraphs C2.2 (a) – C2.2 (i) inclusive. Such documents will be used for the purposes of evaluating and analysing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with paragraphs B4.1 or B4.2 above.
- (a) Full details of ownership and control of the Tenderer
 - (b) Tender Programme (see paragraph C8);
 - (c) Proposed Construction Methods (see paragraph C9);
 - (d) Details of works including specialized works if already decided to be sub-contracted (see paragraph C11);
 - (e) Details of providers of Performance Guarantees (see paragraph C21 below);
 - (f) Details of Contractor's Equipment (see paragraph C13 below);
 - (g) Proposals for use of Works Areas given to him by submitting the layouts showing fabrication and storage areas (see paragraph C14 below);
 - (h) Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the Contract;

- C2.4** The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour cess, Octroy, and other levies payable to various authorities. The successful tenderer (the contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor.

With the tender submission, the tenderer shall submit the proof of GST (CGST, SGST, IGST, UTGST) registration or shall submit an undertaking that he will get registered with GST authorities in case of award of LOA to them.

The Tenderer shall, on or before the date given in the Notice of Invitation to Tender, submit his Tender as detailed in Para 6 of NIT. The Tenderer shall ensure that a receipt is obtained for the submission of his Tender, such receipt being issued free of charge.

The Tenderer shall submit the following documents duly completed with the Technical Package of his tender submission:

- a. Power of Attorney
- b. Valid accreditation certificate against ISO/IES 17065 along with his tender submission.

- C2.5** Tenderers shall quote all prices as per Clause 11.1.1 of GCC and S.C.C.

- C2.6** The tenderers must note the following:

a) Service Tax: Not Used

b) Not used.

c) Change in Taxes/Duty:

The contract price shall be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax, duty or levy till the completion date including the date of extended period of contract.

- d) GST (CGST, SGST, IGST, UTGST) is included in the contract price. The contractor shall maintain details of GST paid to the Concerned department and submit: -
- i. Certificate of the Chartered Accountant in regard to turnover of the contractor relating to MMRC project.
 - ii. GST return forms of the contractor for the relevant period / periods along with detailed statement in Challans of GST & copy of Challans in regard to deposit of tax as applicable.
- e) The tenderers are advised to quote the price inclusive of all the taxes and duties including GST (CGST, SGST, IGST, UTGST) but not limited to Royalties, Custom Duties, Octroi, Levies, Cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax /GST/Labour Cess, custom etc. after considering clause C2.4, C2.5 & C2.6 above.

C.3 Form of Tender

The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a partnership, consortium or a joint venture the Form of Tender shall be signed by a person who is duly authorised by each member or participant thereof or by authorized signatory of each member. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be accompanied accordingly.

C.4 Outline Quality Plan

The Tenderer shall submit **Appendix-4A of FOT** to form part of his Tender an Outline Quality Plan illustrating the intended means of compliance with the Employer's Requirements and setting out in summary form an adequate basis for the development of the more detailed document required under Sub Clause 7 of SCC. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirements of the Contract.

C.5 Outline Safety, Health and Environment Plan

- C5.1 The Tenderer shall submit **Appendix-5 of Form of Tender** to form part of its Tender an Outline Safety, Health and Environment Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient safety, health & environment procedures. The Outline Safety, Health and Environment Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by Employer's Requirements and Clause 8 & 9 of the SCC.
- C5.2 The Outline Safety, Health and Environment Plan shall be headed with a formal statement of policy in relation to safety, health & environment and shall be sufficiently informative to define the Tenderer's safety plans and set out in summary an adequate basis for the development of the Site Safety, Health and Environment Plan to be submitted in accordance with Clause 8 & 9 of the SCC.
- C5.3 The Tenderer may be requested to amplify, explain or develop his Outline Safety, Health and Environment Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such a plan.

C.6 Tenderer's Technical Proposals

- C6.1 The Tenderer shall submit as **Appendix-3 of Form of Tender** to form part of its Tender, the Contractor's Technical Proposals as described in Annexure1 of Instructions to Tenderer.

		records of the working and performance of the Works, except as may be inconsistent with any reasonable security restrictions by the organisation responsible for operating the Works.
Contractor to search	10.8	The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is one for which the Contractor is liable, the Cost of such search shall be added to the Contract Price.
Performance certificate	10.9	The Contract shall not be considered to be completed until the Performance Certificate has been signed by the Engineer and delivered to the Contractor at the end of ‘Defect Liability Period, stating the date on which the Contractor completed his obligations related to completion of works and rectification of defects during Defect Liability Period to the Engineer’s satisfaction. Only the Performance Certificate shall be deemed to constitute approval of the Works.
Unfulfilled Obligations	10.10	After the Performance Certificate, has been issued the Contractor and the Employer shall remain liable for the fulfilment of any obligation, which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.
Emergency defect rectification	10.11	If any defect or damage is one requiring immediate attention from safety, environmental or operational viewpoint, the Engineer has the authority to proceed with rectification in any manner suitable and deduct such sums from the Contract Price.
	11	CONTRACT PRICE AND PAYMENT
The Contract Price Inclusions / Exclusions	11.1	Unless otherwise stated in the Special Conditions of Contract the Contract Price, subject any to any adjustment thereto in accordance with the Contract
	11.1.1	shall be inclusive of all the taxes and duties including GST (CGST, SGST, IGST, UTGST) but not limited to Custom Duties, Octroi, Levies, Royalties, Cess etc.
		Nothing extra shall be payable over the quoted rates, notwithstanding any provision to the contrary in any law for the time being in force, save and except what is specifically provided in General or Special Conditions of Contract.
		The reimbursement (as per this Sub-clause) of whatsoever nature shall be provided only for Permanent Works. No reimbursement (as per this Sub-clause) shall be provided for Temporary Works and fuel.
Maintaining Records and Availing Exemptions	11.1.2	i. In the event of exemption of Custom Duties, Octroi, Royalties, any taxes or any other Duties/Cess/Levy being granted by the Government in respect of the works, the benefit of the same shall be passed on to Employer. The Contractor shall therefore maintain meticulous records of all the taxes and duties paid and provide the same as and when required

the Employer from the Contractor, provided that the Engineer shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.

19 Sub-Clause 11.1.1 The Contract Price

(a) The contract price, subject to any adjustment thereto in accordance with the contract shall be inclusive of all the taxes and duties including GST (CGST, SGST, IGST, UTGST) but not limited to Custom Duties, Royalties, Octroi, Levies, Cess etc.

(b) The contract price in schedule B, to be quoted in Indian Rupees only.

20 Sub-Clause 11.1.3 Price Variation

This clause will not be applicable on this contract

21 Sub-Clause 11.1.4 Changes in cost due to legislation:

“Change in Law” means the occurrence or coming into force of the following, at any time after the date of submission of tender.

- (a) Any new tax which is imposed after the due date of submission of tender.
- (b) Change in the rate of any existing tax and custom duties.

The Contract Price shall be adjusted due to any of the above two conditions. However, the Contract price shall also be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees from the last date of submission of tender.

22 Sub-Clause 11.2.1 Mobilisation Advance Payment shall be paid in two equal instalments and second instalment shall be paid on production of effective and proper utilization of the first instalment.

23 Sub-Clause 11.2.2 Advance against Plant & Machinery

This advance is payable for plant, equipment and machinery, provided the same have reached the site, or in the case of new items meant specifically for the works, firm purchase order has been placed and the invoices received. The plant and machinery shall be valued by the Engineer as follows:

- a. New items: 80% of purchase price
- b. Used items in working order: 80% of the depreciated value as assessed by the Engineer
- c. Items valued at less than: Not to be considered Rs. 2,00,000 per unit.

The total advance for Plant and Machinery shall be limited to 5% of the fixed Lump Sum price quoted in Schedule ‘A’ of BOQ/Price document and shall be paid against 12 acceptable Bank Guarantees of equal amount from a Schedule Nationalised Bank of India.

1. Preambles

- 1.1 The Pricing Document shall be read in conjunction with technical Specification, Employers Requirement, BOQs for the works and other provisions-of the tender documents, schematic tender drawings etc. including Annexure, Appendix, Addendum / corrigendum and any - other document forming part of the Tender Document.
- 1.2 The Bill of Quantities is for the Complete job of “Procurement, Supply, Installation, Testing and Commissioning of various Power Supply works including Civil, Electrical and MEP works, required for diversion of 220 kV and 33 kV Transmission Lines along with the Transmission towers belonging to M/s Reliance Infrastructure Ltd. located on the proposed land for establishing MML-3 Depot/Yard at Aarey Colony, for Mumbai Metro Line -3 Project”.
- 1.3 The Bill of Quantities shall be read in conjunction with the Instructions to the Tenderer, General Conditions of Contract, Special Condition of Contract, Employers Requirement, Scope of work, Technical specifications and drawings etc. If the specifications in the scope of work, Employers requirement., Technical specifications are inferred with respect to relevant codes and standards then provision of the Codes and Standards shall prevail and vice versa. The decision of the Engineer regarding this issue shall be binding on the contractor.
- 1.4 The items of BOQ have been divided in 3 subgroups viz (a) Supply Part (b) Erection Part and (c) Civil Part. The contractor has to Quote his price offer in percentage above/below/at par on the total estimated cost for each sub group.
- 1.5 The Quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered and accepted in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract. The quantities may vary with reference to tender BOQ.
- 1.6 The rates given in the Bill of Quantities are for completed and finished items of work and complete in all respects. It will be deemed to have included all constructional plant, tools, machinery, labour, supervision, materials, fuel, oil, consumables, electric power, water, transportation, all leads and lifts, dewatering, all temporary works and false works, construction of temporary stores and buildings, fencing, watering, lighting, erection maintenance, night working, inspection facilities, safety measures at work sites casting yard for workmen and road users, preparation of design and drawings pertaining to the casting yard, staging, shuttering, form work, stacking yard etc., establishment and overhead charges, labour camps, insurance costs for labour and works, contractor's profit, all taxes and duties including GST (CGST, SGST, IGST, UTGST) but not limited to Royalties, Custom Duties, Octroi, Cess, etc. and other levies and other charges together with all general risks, liabilities and obligations set out or implied in the contract and including remedy of any defects during the Defect Liability Period, unless otherwise provided in BOQ. Reinforcement Steel (Including supply, cutting, bending, placing in position, tying etc.) shall be paid separately than the concrete items under the mentioned item of Steel Reinforcement unless otherwise mentioned in BOQ.
- 1.7 General directions and descriptions of work and materials are not necessarily repeated or detailed in the Bill of Quantities. References to the relevant specifications and sections of the contract documentation should be made before quoting rates in the Bill of Quantities.
- 1.8 The clearing of way-leave for execution of works shall be arranged by contractor.
- 1.9 Where soil is of composite in nature, classification of foundation shall be according to the type of soil predominant in the footing. The payment for excavation shall be made as per actual soil strata encounter.