



NAVI MUMBAI MUNICIPAL CORPORATION

Plot No. 1 & 2, Sector 15A, C.B.D., Belapur, Navi Mumbai.

2nd Corrigendum

CITY ENGINEER DEPARTMENT

Tender Notice No. NMMC/ C.E. / 209 /2020-21

Corrigendum For The Work Of

Construction of Flyover from Mahatma Phule Junction Sector-17, Vashi to Kopri Bridge, Vashi, Navi Mumbai.

(Engineering, Procurement & Construction (EPC) Mode)

Pre bid Meeting held on Dt.10/02/21 at 16.00 Hours.

Request from interested bidders Pre bid Queries has been extended upto 12/02/2021 at 15.00 Hours

Sr. No.	Tender Condition/Clause	Bidders Queries	Reply given by NMMC
I		ISC PROJECTS PVT. LTD.	
1	Volume – I – RFP – Clause No. 2.2.2.2 (i) (Page No. 18)	2.2.2.2 - Technical Capacity (i) For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past [5 (five)] financial years preceding the Bid Due Date, have received payments for construction of Eligible Projects(s) being contractor/ sub-contractor, or has undertaken construction works by itself in a PPP project, such that the sum total thereof, as further adjusted in accordance with clause 2.2.2.5 (i) & (ii), is more than [269.80cr (the "Threshold Technical Capacity")] 1. 5 Years in case of normal highway projects and 10 years in case Standalone Specialized projects. 2. This amount should be as follows: For Stand-alone specialized projects: - For Estimated Project Cost > 100 Crore & <= 500 Crore - Technical Capacity shall 1.0 time of EPC.	As per Tender Condition
2	Volume – I – RFP – Clause No. 2.2.2.2 (ii) (Page No. 18)	2.2.2.2 (i) - Deleted	As per Tender Condition
3	Volume – I – RFP – Clause No. 2.2.2.2 (iii) (Page No. 18)	(iii) For Stand-alone specialized projects :- (a) Major Bridge/ROB/ Flyover projects : (a1) In case the cost of specialized project is less than Rs. 1000 Cr: The Sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed being contractor / sub-contractor, at least one similar Major Bridge/ROB/Flyover project in the last 10 (Ten) Financial years preceding the Bid Due Date, having span equal to or greater than 50% of the longest span or 100m, whichever is less of the structure proposed in this project and also cost of the such similar project shall be at least 20% of the Estimated Project Cost. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the Estimated Project Cost.	As per Tender Condition
4	Volume – I – RFP – Clause No. 2.2.2.2 (Page No. 18)	Keeping RFP provision as it is, we request you to amend the following Clause for healthy competition for getting competitive quotes. 2.2.2.2 Technical Capacity (i) Deleted (ii) Deleted (iii) The Bidder shall have completed the following – A. Experience of having successfully completed as contractor / sub-contractor / JV Partner, similar works during Last 5 years ending last day of month previous to the one in which applications are invited should be either of the followings :- a. Three Similar* Completed Works+ Each Costing Not Less Than The Amount Equal To 40% Of The Estimate Cost. Or b. Two Similar* Completed Works+ Each Costing Not Less Than The Amount Equal To 50% Of The Estimate Cost. Or c. One Similar* Completed Works+ Each Costing Not Less Than The Amount Equal To 80% Of The Estimate Cost. Similar Work” means “Construction of Road Flyover/ Road Bridge / ROB /	As per Tender Condition

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		<p>Railway Bridge” with / without designs, with single / multiple bridges in single contract.</p> <p>“Completed Work” means “Road + Bridge combined project in which “Construction of Road Flyover/ Road Bridge / ROB / Railway Bridge” with / without designs is completed in all respect</p> <p>or</p> <p>Standalone project “Construction of “Road Flyover /Road Bridge / ROB / Railway Bridge” with / without designs which is completed in all respect.</p> <p>AND</p> <p>B. Experience of having minimum one work of similar type of main items in tendered work during one of the last 5 years amounting to 30% work amount (Current work) of tendered. (10% increase will be consider upto current year) (Main Items - Foundation, Sub-structure, PSC Girders/ Composite Girder / Segmental type Superstructure)</p>	
II		EAGLE INFRA INDIA LTD.	
5	<p>Volume – I – RFP – Clause No. 2.1.11 (Page No. 13)</p>	<p>As per tender document (RFP) Vol- I, Section 2, A General, Clause No 2.1.11, Joint Venture is not allowed for participation in the bidding process for proposed Construction of flyover at Vashi Navi Mumbai.</p> <p>So after completion of the above infrastructure projects and also other projects which are in progress, we request you to kindly allow Joint venture (Association of several firms / companies) and modify the same clause so that we as a contractor Eagle Infra India Ltd. can participate in bidding process for proposed construction of flyover from Mahatma Phule Junction Sector-17, Vashi to Kopri Bridge, Vashi, Navi Mumbai</p>	As per Tender Condition
III		RDS PROJECTS LTD.	
6	<p>Volume – I – RFP – Clause No. 2.2.2.2 (Page No. 18-19)</p>	<p>While going through the description of work, we fulfill the eligibility criteria for pre-qualifying for opening of the price bid except the rider of the pre-stressed concrete “Road Flyover but we have executed these works in 2 Lane Configuration.</p> <p>In view of the above you are requested to review the eligibility criteria under works experience for Design & Construction of pre-stressed concrete “Road Flyover” with 4 Lane Configuration and amend the clause for similar work for Design & Construction of pre-stressed concrete “Road Flyover” with 2 Lane Configuration.</p> <p>It is further submitted that modification in the criteria to change the Road Flyover” with 4 Lane configuration with 2 Lane will help many contractors to participate in bidding process for healthy competition.</p>	As per Tender Condition
IV		JMC PROJECTS (INDIA) LTD.	
7	<p>Volume – I – RFP – Clause No. 1.2.4 (Page No. 9)</p>	<p>Clause as in the Bid Documents – A Bidder is required to submit, along with its BID, a BID Security of Rs. 1.349 Crores (the “BID Security”).</p> <p>The Bid Security shall be submitted through online payment gateway by RTGS/NEFT/DD/FDR and of any Bank or by Net Banking from bidders/ Agencies bank account only, in favour of Navi Mumbai Municipal Corporation. Online receipt for the same should be uploaded with the technical documents.</p> <p>Bidder’s Queries – In line with office Memorandum No. F.9/4/2020- PPD dated 12/11/2020, from Government of India, Ministry of finance, we hereby request you allow us submit bid securing declaration in the place of bid security.</p> <p>The Bid Security shall be submitted through online payment gateway by RTGS/NEFT/DD/FDR and Bank Guarantee of any Bank or by Net Banking from bidders/ Agencies bank account only, in favour of Navi Mumbai Municipal Corporation. Online receipt for the same should be uploaded with the technical documents.</p>	As per Tender Condition
8	<p>Volume – I – RFP – Clause No. 2.2.2.2 (Page No. 18)</p>	<p>Clause as in the Bid Documents – A. Experience of having successfully completed similar works during Last 5 years ending last day of month previous to the one in which applications are invited should be either of the followings :-</p> <p>a. Three Similar* Completed Works+ Each Costing Not Less Than The Amount Equal To 40% Of The Estimate Cost.</p> <p>Or</p> <p>b. Two Similar* Completed Works+ Each Costing Not Less Than The Amount Equal To 50% Of The Estimate Cost.</p> <p>Or</p> <p>c. One Similar* Completed Works+ Each Costing Not Less Than The Amount Equal To 80% Of The Estimate Cost.</p> <p>“Similar Work” means “Design & Construction of pre-stressed concrete “Road Flyover” with 4 Lane Configuration”</p> <p>“Completed Work” means “Road + Flyover combined project in which “Design & Construction of Flyover” is completed in all respect or Standalone project of “Design & Construction of Flyover” which is completed in all respect</p> <p>Bidder’s Queries – We request you to allow only construction of flyover projects as similar works and also request you to allow 90% completed 4-lane PSC bridge works in terms of value.</p> <p>Accordingly, the similar works definition shall be changed as follows “Similar work” means “Construction of pre-stressed concrete in majority spans “Road Flyover” with 4 Lane Configuration”</p> <p>“Completed work” means “Road + Flyover combined project in which “Construction of Flyover” is minimum 90% completed or Standalone project of “Construction of Flyover” which is minimum 90% completed. Additionally bidder shall propose specialist consultant who has experience of design of 4-</p>	As per Tender Condition

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		lane configuration flyover along with technical submittals.	
9	Volume – I – RFP – Clause No. 2.2.2.1 (Page No. 17)	<p>Clause as in the Bid Documents – BID Capacity – Assessed Available BID Capacity = (A*N*1.5-B), where</p> <p>Bidder's Queries – We request you to adopt the universal formula of NHAI / MORTH for assessing bid capacity as stated below:</p> <p>Assessed Available BID capacity + (A*N*2.5 – B), Where, Multiplying factor – is 2.5 instead of 1.5 in NHAI/MORTH tenders.</p>	As per Tender Condition
10.	Volume – I – RFP – Clause No. 1.3 (Page No. 11)	<p>Clause as in the Bid Documents – Submission Date</p> <p>Bidder's Queries – We request to extend the deadline for submission of bids by at least three weeks after issue of pre-bid minutes/clarifications.</p>	As per Tender Condition
V	AJWANI INFRASTRUCTURE PRIVATE LIMITED		
11	Volume – I – RFP – Clause No. 1.2.4 (Page No. 9) –	<p>Existing Clause – A Bidder is required to submit, along with its BID, a BID Security of Rs. 1.349 Crores (the “BID Security”), refundable not later than 150 (One hundred & fifty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. The Bid Security shall be submitted through online payment gateway by RTGS/NEFT/DD/FDR of any Bank or by Net Banking from bidders/ Agencies bank account only, in favour of Navi Mumbai Municipal Corporation. Online receipt for the same should be uploaded with the technical documents.</p> <p>Bidder's Queries – As per recent Govt. Directives vide Office Memorandum No. F9/4/2020-PPD dated 12.11.2020 of Department of Expenditure (Ministry of Finance), no provision regarding Earnest Money Deposit should be kept in the Tender documents. It has also been specified by DOE that these instructions will be applicable for all tenders issued till 31.12.2021.</p> <p>Kindly amend the clause as per above and accept Bid Securing declaration in lieu of EMD.</p> <p>If this is not acceptable; kindly accept Earnest Money Deposit in form of Bank Guarantee.</p>	As per Tender Condition
12	Volume – I – RFP – Clause 2.21.1 (b) (Page No.29)	<p>Existing Clause – L1 Bidder (if the bid is below 1% of Estimated Cost of Work) has to submit Additional Performance Security Deposit within 8 Days of receiving letter issued by Department in the form of Demand Draft of any Govt. Bank or Schedule Bank in favour of Navi Mumbai Municipal Corporation.</p> <p>The Performance Security & Additional Performance Security shall be valid until One month after the Defects Liability Period.</p> <p>Bidder's Queries – As per ministry of Finance Circular No. F9/4/2020-PPD dated 12.11.2020, the Additional Performance Security is not required to pay on contracts/ new tenders invited till 31.12.2021 as directed by Ministry of finance Circular.</p> <p>Therefore, we request you to delete Additional Performance Security clause as per this circular.</p> <p>Alternatively; if above is not applicable kindly accept additional performance Security in the form of Bank Guarantee also and it should be valid upto completion of work as the purpose of performance is achieved.</p>	As per Tender Condition
13	Volume – II – EPC Agreement – Clause No. - 19.2 (Page No. 87)	<p>Existing Clause – Advance Payment – Deleted</p> <p>Bidder's Queries – Please pay interest free mobilization advance @ 10% of the contract price as per MORTH/NHAI standard EPC agreement to support the execution at the initial period against Bank Guarantee.</p>	As per Tender Condition
14	Volume – II – EPC Agreement – Clause No. - 19.2 (Page No. 87)	<p>Existing Clause – Machinery Advance - Not Mentioned</p> <p>Bidder's Queries – As per standard EPC agreement the Authority shall make an additional interest bearing Advance Payment against key construction equipment required for the works brought to the site if so requested by the Contractor subject to the same terms and conditions specified for Advance Payment for mobilization expenses in this Agreement. The maximum of such advance shall be 10% (Ten per cent) of the Contract Price against the Bank Guarantee.</p> <p>The mandatory machinery required to execute the work having huge capital cost. Therefore, we request you to pay interest free machinery advance @ 10% of the Contract Price.</p>	As per Tender Condition
15	Volume – II – EPC Agreement – Clause No. - 19.20 (Page No. 94)	<p>Existing Clause – Bonus for early completion – DELETED</p> <p>Bidder's Queries – We request you to add bonus clause for early completion of the work @0.05% per day limited to 5% of the Contract Price.</p>	As per Tender Condition
16	Volume – I – RFP – Notice Inviting Bid (Page No. 4)	<p>Existing Clause – The time limit for completion of work is 24 calendar months including monsoon and will be counted from the date of issue of work order.</p> <p>Bidder's Queries – We request you to consider the time limit of 36 months as is followed in other Government/Semi Govt. departments for such magnitude of work OR Alternatively; please consider time limit of 24 Months excluding monsoon.</p>	As per Tender Condition
17	Volume – I – RFP – Clause No. 2.1.11	<p>Existing Clause – JV Not Allowed</p>	As per Tender Condition

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	(Page No. 13)	Bidder's Queries – As per MORTH/NHAI/NHIDCL Standard RFP Documents Clause 2.2.1 (a) Joint Venture is allowed for EPC Project Cost above Rs. 100 Crores. Please allow the Joint Venture as the Estimated Cost is Rs. 269.80 Crores.	
18	Volume – II – EPC Agreement – Clause No. - 19.7 (Page No. 89)	Existing Clause – DELETED Bidder's Queries – Please make provision for maintenance payment for the completed works @ 0.50% per annum of completion cost.	As per Tender Condition
19	Volume – I – RFP – Clause No. 1.1.2 (Page No. 8)	Existing Clause – “Defects Liability Period” : 20 Years Bidder's Queries – Kindly reduce “Defects Liability Period” to 5 years as is the norm for concrete works.	As per Tender Condition
20	<u>Volume – I –</u> RFP – Clause No. 2.2.2.2 (Page No. 18-19)	Existing Clause – “Similar Work” means “Design & Construction of pre-stressed concrete “Road Flyover” with 4 Lane Configuration” “Completed Work” means “Road + Flyover combined project in which “Design & Construction of Flyover” is completed in all respect or Standalone project of “Design & Construction of Flyover” which is completed in all respect AND B. Experience of having minimum one work of similar type of main items in tendered work during one of the last 5 years amounting to 30% work amount (Current work) of tendered. (10% increase will be consider upto current year) (Main Items - Foundation, Sub-structure, Segmental Superstructure) Bidder's Queries – We request you to kindly consider similar work experience of substantially completed works wherein more than 75% of the awarded Contract Amount is completed Or Alternatively the experience of nominated sub-contractor for bridge/Flyover work shall be considered for Qualification of Principal Contractor who has completed road work of specified amount.	As per Tender Condition
21	Volume II – EPC Agreement – Clause No. 8.1 (Page No. 46)	Existing Clause – The site of the Project (the “Site”) shall comprise the site described in Schedule-A in respect of which the Right of Way shall be provided by the Engineer to the Contractor. The Engineer shall be responsible for: (a) acquiring and providing Right of Way on the Site in accordance with the alignment finalised by the Engineer, free from all encroachments and encumbrances, and free access thereto for the execution of this Agreement; and (b) obtaining licences and permits for environment clearance for the Project. Bidder's Queries – Please confirm the availability of encumbrances free Right of Way for execution. Kindly provide environment clearance status.	As per Tender Condition
22	Volume – II – EPC Agreement – Clause No. - 9.2 (Page No. 50)	Existing Clause – The Contractor shall, in accordance with Applicable Laws and with the assistance of the Engineer undertake shifting of any utility (including electric lines, water pipes, gas pipelines and telephone cables etc.), to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of works or maintenance of the Project in accordance with this Agreement. Contractor shall also be responsible for cutting of such utilities and get it shifted to the suitable location acceptable to the entity owning the utility. Contractor should make his own assessment prior to submission of his bid and its financial impact should be considered in the price quoted by the Contractor. In the event of any delay of such shifting on the part of the contractor, no extension of time for completion of the project and no claims, in any manner, shall be admissible on this account against the Engineer. Bidder's Queries – Kindly provide details of shifting obstructing utilities and estimates to make own assessment prior to submission of bid and its financial impact to be considered in the price quoted. Kindly confirm following Points: 1) Who shall pay the supervision charges to the utility owners? 2) Kindly confirm payment of utility shifting to the selected bidder as per the approved estimate.	Additional – Existing identified utilities drawing is attached herewith (Refer Drawing No. NMMC/VASHI-FLYOVER-UTILITY SHEET 19/R0). However, bidders shall make their own arrangement as per Volume II - EPC Agreement - Clause No. 4.11 (Page No. 35) and Article 6 (Page No. 42).
23	Volume – I – RFP – Appendix – IB (Page No. 41-42)	Existing Clause – Lump Sum Bidder's Queries – Please provide detailed Estimate/Detailed Project Report and BOQ for Rs.269.80 Crore to study and analyze the project in detail and to enable us to submit a competitive offer.	As per Tender Condition
VI	MAHAVIR ROADS AND INFRASTRUCTURE PVT. LTD.		
24	<u>Volume – II –</u> <u>EPC Agreement –</u> <u>Clause No. - 17.1</u> <u>(Page No. 80)</u>	Printed As – The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project or any Section thereof, till the expiry of a period of commencing from the date of Completion Certificate (“Defects Liability Period”). The Defects Liability Period shall commence from the date of the Completion Certificate.	As per Tender Condition

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		<p>Suggestions - For similar projects in other corporation DLP period put forth is 2-3 years. Request you to consider the same and change DLP on this project to 3 years.</p>	
25	Volume – I – RFP – Clause No. 2.1.11 (Page No. 13)	<p>Printed As – JV Not Allowed</p> <p>Suggestions - Request you to consider rephrasing of the condition as below, Kindly allow JV upto two members for fair competition. “In case of Joint Venture entity all members can jointly or severally satisfy the above condition of eligibility. For avoidance of doubt all members can collectively satisfy both the technical and financial condition of eligibility as above”.</p>	As per Tender Condition
26	Volume – I – RFP – Clause No. 2.2.2.1 (Page No. 17-18)	<p>Printed As – The factor for the year for updation to the price level is indicated as under: Year-1= 1.00 ,Year-2 =1.10 , Year-3= 1.21 , Year-4 =1.33 , Year-5=1.46</p> <p>Suggestions - Please clarify what is Year 1 to be considered as for updation factor? Should it be 2020-2021 or 2019-2020?</p>	As per Tender Condition. Further, refer “Volume – I – RFP – Appendix IA – Annexure – VI (Page No. 52)”.
27	Volume – I – RFP – Clause No. 2.2.2.1 (Page No. 17-18)	<p>Printed As – The factor for the year for updation to the price level is indicated as under: Year-1= 1.00 ,Year-2 =1.10 , Year-3= 1.21 , Year-4 =1.33 , Year-5=1.46</p> <p>Suggestions - In our opinion it is a clerical error, in all similar projects with other corporations updation factor for year-1 is always considered as 1.10 and so on and so forth..... Also as put below Year-1= 1.10 ,Year-2 =1.21 , Year-3= 1.35 , Year-4 =1.46 , Year-5=1.61</p>	As per Tender Condition
28	Volume – I – RFP – Clause No. 2.2.2.2 (Page No. 18-19)	<p>Printed As – Experience of having successfully completed similar works during last 5 years ending last day of previous month.....</p> <p>Suggestions - Request you to consider successfully completed similar works during last 7 years ending last day of previous month..... The same condition was added for NMMC Turbhe flyover tender (NMMC/C.A./592/ 2018-19)</p>	As per Tender Condition
29	Volume II – EPC Agreement – Clause No. 19.10 (Page No. 90 to 92)	<p>Printed As – No price escalation clause.</p> <p>Suggestions - Based on the current variation in crude oil and import duty there is a vigorous increase in prices of bitumen and diesel (POL products). Request you to include price escalation clause in the said tender due to the same reasons. Also based on CVC guidelines if the tendered work is for more than 1 Cr. And its completion period is above 6 months then price escalation clause is mandatory.</p>	As per Tender Condition
30	Volume – II – EPC Agreement – Clause No. - 27.27 (Page No. 129-130)	<p>Printed As – For casting yard, batching plant and other activities a plot of land up to 8,000 sqm (approx) will be made available by NMMC on as is where is basis within 20 Km from the work site and will be charged on nominal lease of Rs.1 per sq.m per month .</p> <p>Suggestions - Kindly specify exact location and area for casting yard/RMC plant/Asphalt plant as it is required for us to consider the lead in our costing. Also please provide land free of cost</p>	As per Tender Condition
31	Volume – II – EPC Agreement – Annex – II – Schedule G (See Clause 19.2) – (Page No. 179)	<p>Printed As – DELETED</p> <p>Suggestions - All other corporations provide interest free mobilization advance of 10% and also as per CVC guidelines the same is mandatory</p>	As per Tender Condition
VII		NCC LIMITED	
32	Volume – III – Tender Drawings	<p>Drawings- Please provide ACAD drawings for all drawings provided with draft EPC Agreement.</p>	<p>Please refer to Volume – III – Tender Drawings in .pdf format uploaded along with NIT.</p> <p>Few of the drawings from the above volume stands revised and same are enclosed herewith. The revised drawing numbers are as under –</p> <ul style="list-style-type: none"> ○ NMMC/VASHI-FLYOVER-PPD-SHEET 2 OF 18/R1 ○ NMMC/VASHI-FLYOVER-PPD-SHEET 3 OF 18/R1 ○ NMMC/VASHI-FLYOVER-PPD-SHEET 4 OF 18/R1 ○ NMMC/VASHI-FLYOVER-PPD-SHEET 5 OF 18/R1 ○ NMMC/VASHI-FLYOVER/MAIN-GEN/01/SHEET 6 OF 18 (Rev – R1) ○ NMMC/VASHI-FLYOVER/MAIN-GEN/01/SHEET 7 OF 18 (Rev – R1) ○ NMMC/VASHI-

Sr. No.	Tender Condition/Clause	Bidders Queries	Reply given by NMMC
			<p>FLYOVER/MAIN-CR/01/SHEET 8 OF 18 (Rev – R1)</p> <p>o NMMC/VASHI-FLYOVER/RAMP-GEN/01/SHEET 9 OF 18 (Rev – R1)</p> <p>In addition, we are enclosing herewith following drawing –</p> <p>o NMMC/VASHI-FLYOVER-UTILITY-SHEET 19/R0</p>
33	Volume – III – Tender Drawings	<p>Drawings-</p> <p>Please provide TOPO Survey drawings in ACAD format.</p>	As replied under “Sr. No.32”.
34	Volume II – EPC Agreement – Schedule – B – Clause No. 5 (Page No. 158)	<p>Traffic Survey Data-</p> <p>Provide traffic survey details for pavement design.</p>	As per Tender Condition
35	Volume II – EPC Agreement – Schedule – B – Clause No. 14 (a) (Page No. 165)	<p>Trial Pit Data-</p> <p>Provide trail pit data including CBR test report.</p>	<p>Bore log details are enclosed herewith for reference purpose only.</p> <p>Further, EPC Contractor will have to make his own assessment. Refer Volume II - EPC Agreement - Clause No. 4.11 (Page No. 35) and Article 6 (Page No. 42)</p>
36	Volume – II – EPC Agreement – Clause No. - 9.2 (Page No. 50)	<p>Schedule B, Details of existing Utilities-</p> <p>Provide details of Underground & overground utilities shifting details for estimating purpose</p>	<p>Additional –</p> <p>Existing identified utilities drawing is attached herewith (Refer Drawing No. NMMC/VASHI-FLYOVER-UTILITY SHEET 19/R0). However, bidders shall make their own arrangement as per Volume II - EPC Agreement - Clause No. 4.11 (Page No. 35) and Article 6 (Page No. 42)</p>
37	Volume II – EPC Agreement – Schedule – B – Clause No. 6 (Page No. 160)	<p>Schedule B, Roadside drainage-</p> <p>Provide details drainage calculations including rainfall data for main carriageway and cross road. Also gives details of proposed roads drains (i.e. Width, Invert levels)</p>	As per Tender Condition
38	Volume II – EPC Agreement – Schedule – A – Clause No. 3 (Page No. 134-135)	<p>Typical Cross Section-</p> <p>Width of main carriageway/Slip roads are not mentioned in Typical cross section.</p>	As per Tender Condition
39	Volume II – EPC Agreement – Schedule – B – Clause No. 2.8 (Page No. 148)	<p>Typical Cross Section-Drain Details-</p> <p>i. RHS drain from ch. -0+060 to 0+295 is not shown in cross section, please clarify.</p>	As per site conditions open nala on RHS. Drain if required, as per contractor design is to be constructed and shall be in contractor’s scope of work
40	Volume II – EPC Agreement – Schedule – B – Clause No. 2.8 (Page No. 148)	<p>Typical Cross Section-Drain Details-</p> <p>i.LHS drain from ch. 0+255 to 0+430 TCS-8 is not shown in cross section, please clarify</p>	As per site conditions open nala is shown in TCS 8 (Page No. 156) on LHS. Drain if required, as per contractor design is to be constructed and shall be in contractor’s scope of work
41	Volume II – EPC Agreement – Schedule – B – Clause No. 2.8 (Page No. 148)	<p>Typical Cross Section (TCS)</p> <p>Earthen shoulder shown in PQC, please clarify.</p>	<p>TCS 1, 2 and 3 mentioned under Schedule – B – Clause No. 2.8 (Page No. 148) stands revised.</p> <p>Refer revised drawing of TCS 1, 2 and 3 attached herewith.</p>
42	Volume II – EPC Agreement – Schedule – D (Page No. 171-172)	<p>Typical Cross Section (TCS)</p> <p>Kindly provide TCS wise kerb detailing.</p>	As per Tender Condition
43	Volume II – EPC Agreement – Schedule – A – Clause No. 3 (Page No. 134-135)	<p>Typical Cross Section (TCS)</p> <p>Existing footpath width is not mentioned in drawings.</p>	As per Tender Condition
44	Volume II – EPC Agreement – Schedule – B – Clause No. 2.6.4 (Page No. 145)	<p>Typical Cross Section (TCS)</p> <p>Existing footpath & drain is to be retain or reconstruction, please clarity.</p>	As per Tender Condition
45	Volume II – EPC Agreement – Schedule – D – Clause No. 3 (Page No. 173-174)	<p>Schedule B, Design Speed:</p> <p>The design speed to be adopted on main carriageway is not mentioned. As per clause no.2.2.1 of IRC-SP-84-2019 the minimum design speed of 80 kmph shall be adopted. Please confirm. Also mentioned design speed to be adopted on ramps and slip roads.</p>	As per Tender Condition
46	Volume II – EPC Agreement – Schedule – D – Clause No. 3 (Page No. 173-174)	<p>Horizontal Curve Details-</p> <p>Horizontal Curve Details like HIP Chainage, Delta, Design Speed, Super-Elevation, Es, Ts and Shift are not shown in plan and profile drawings. Please mention.</p>	<p>As per Tender Condition</p> <p>Further, refer to following revised drawings enclosed herewith–</p> <p>o NMMC/VASHI-FLYOVER-PPD-SHEET 2 OF 18/R1</p> <p>o NMMC/VASHI-FLYOVER-</p>

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			PPD-SHEET 3 OF 18/R1 <ul style="list-style-type: none"> ○ NMMC/VASHI-FLYOVER-PPD-SHEET 4 OF 18/R1 ○ NMMC/VASHI-FLYOVER-PPD-SHEET 5 OF 18/R1
47	Volume II – EPC Agreement – Schedule – D – Clause No. 3 (Page No. 173-174)	Minimum length of Vertical Curve – The minimum length of Vertical Curve as per clause no.5.8 of IRC-SP-23-1993 shall be 50m for design speed of 80kmph. Please comply.	As per Tender Condition
48	Volume III – Tender Drawings	Super-elevation – Calculations for required super-elevation is not given in Plan and Profile drawings. Please provide.	Refer to following revised drawings enclosed herewith– <ul style="list-style-type: none"> ○ NMMC/VASHI-FLYOVER-PPD-SHEET 2 OF 18/R1 ○ NMMC/VASHI-FLYOVER-PPD-SHEET 3 OF 18/R1 ○ NMMC/VASHI-FLYOVER-PPD-SHEET 4 OF 18/R1 NMMC/VASHI-FLYOVER-PPD-SHEET 5 OF 18/R1
49	Volume II – EPC Agreement – Schedule – D – Clause No. 3 (Page No. 173-174)	Radius of horizontal curve As per clause no.2.9.4 of IRC-SP-84-2019, the absolute minimum radius of horizontal curve shall be 250m for Plain and Rolling Terrain. The plan and profile drawings provided with RFP document shows the radius of horizontal curve less than 250m at km 2+370. Please clarify.	As replied under “Sr. No. 46”.
50	Volume II – EPC Agreement – Schedule – D – Clause No. 3 (Page No. 173-174)	Vertical gradient – As per clause no.2.9.6 of IRC-SP-84-2019, the limiting vertical gradient shall be 3.3 per cent. The plan and profile drawings provided with concession agreement shows the vertical gradient 5 per cent. Please clarify.	As per Tender Condition
51	-	Grade change – As per clause no.2.9.6.1 of IRC-SP-84-2019, the grade change shall not be allowed within 150m. The plan and profile drawings provided with concession agreement shows the grade change within 150m at km 0+150 and km 2+370. Please clarify.	Refer to following revised drawings enclosed herewith– <ul style="list-style-type: none"> ○ NMMC/VASHI-FLYOVER-PPD-SHEET 2 OF 18/R1 ○ NMMC/VASHI-FLYOVER-PPD-SHEET 3 OF 18/R1 ○ NMMC/VASHI-FLYOVER-PPD-SHEET 4 OF 18/R1 NMMC/VASHI-FLYOVER-PPD-SHEET 5 OF 18/R1.
52	Volume II – EPC Agreement – Schedule – D (Page No. 171-172)	Sight distance – Please mention the safe stopping sight distance or desirable minimum sight distance to be adopted for vertical alignment design.	As per Tender Condition
53	Volume III – Tender Drawings	Minimum longitudinal gradient – Clause no.4.4.1 of IRC-SP-42-2014, suggests the minimum longitudinal gradient as 0.3 per cent. Please clarify.	Refer to following revised drawings enclosed herewith– <ul style="list-style-type: none"> ○ NMMC/VASHI-FLYOVER-PPD-SHEET 2 OF 18/R1 ○ NMMC/VASHI-FLYOVER-PPD-SHEET 3 OF 18/R1 ○ NMMC/VASHI-FLYOVER-PPD-SHEET 4 OF 18/R1 ○ NMMC/VASHI-FLYOVER-PPD-SHEET 5 OF 18/R1 ○ NMMC/VASHI-FLYOVER/MAIN-GEN/01/SHEET 6 OF 18 (Rev – R1) ○ NMMC/VASHI-FLYOVER/MAIN-GEN/01/SHEET 7 OF 18 (Rev – R1) ○ NMMC/VASHI-FLYOVER/MAIN-CR/01/SHEET 8 OF 18 (Rev – R1) ○ NMMC/VASHI-FLYOVER/RAMP-GEN/01/SHEET 9 OF 18 (Rev – R1)
54	Volume II – EPC Agreement – Schedule – B – Clause No. 2.8 (Page No. 148)	Kerb shyness – The carriageway width mentioned of one side carriageway is 7.5m which includes kerb shyness of 0.25m on either side. As per clause no.2.5.1 of IRC-SP-84-2019, the minimum width of kerb shyness is 0.5m. Please confirm.	As per revised Typical Cross Sections (TCS) – 1, 2 and 3 enclosed herewith and TCS 4 to TCS 8 mentioned under Volume – II – EPC Agreement – Schedule – B – Clause No. 2.8.
55	Volume II – EPC Agreement – Schedule – D – Clause No. 3 (Page No. 173-174)	Median Width- As per clause no. 2.5.1 of IRC-SP-84-2019, the minimum width of raised median in built-up area is 2.5m. Typical cross sections given in the concession agreement shows only 0.6m. Please confirm.	As per Tender Condition
56	Volume II – EPC Agreement – Schedule – B – Clause No. 2.6.4 (Page No. 145)	Slip Roads- As per clause no. 2.12.2 of IRC-SP-84-2019, the minimum width of Slip road/Service road in built-up areas shall be minimum 7.5m. Please confirm.	As per Tender Condition Further, minimum width of 7.5m is available and must be provided. In case, higher widths are available the same must be considered and the full available width shall be considered to

Sr. No.	Tender Condition/Clause	Bidders Queries	Reply given by NMMC
			be included in contractor scope of work.
57	Volume II – EPC Agreement – Schedule – B – Clause No. 2.8 (Page No. 148)	Typical Cross Section – The proposed cross fall for at-grade road is not given. Please provide.	As per Tender Condition. Further, refer Volume II – EPC Agreement - Clause No. 4.11 (Page No. 35) and Article 6 (Page No. 42)
58	Volume – I – RFP – Clause No. 1.2.4 (Page No. 9)	We request you to consider the bank guarantee instead of RTGS.	As per Tender Condition
59	Volume – III – Tender Drawings	Drawings Please provide AutoCAD drawings	As replied under “Sr. No.32”.
60	Volume – III – Tender Drawings	GAD Please provide AutoCAD drawings	As replied under “Sr. No.32”.
61	Volume – II – EPC Agreement – Schedule B – Clause No. 2.7.1 (Page No. 146)	Provision as per Tender – Typical cross section for main flyover Query - Box girder type and voided slab superstructure have been shown. Please confirm that contractor can propose alternative type.	As per Tender Condition
62	Volume – II – EPC Agreement – Schedule B – Clause No. 2.7.1 (Page No. 146)	Provision as per Tender – Typical cross section for main flyover Query - Shape of box girder can be changed. Please confirm.	As per Tender Condition
63	Volume – II – EPC Agreement – Schedule B – Clause No. 7.5 (Page No. 163)	Provision as per Tender – Typical cross section for main flyover Query - 2.5m depth for 50m span box girder seems lower side. If depth of girder increases, approach length will increase and total length of flyover will increase. Please confirm.	As per Tender Condition
64	Volume – II – EPC Agreement – Schedule B – Clause No. 2.1 (Page No. 143)	Provision as per Tender – Typical cross section for main flyover Query - Please confirm that the shape of pier and size is not mandatory.	As per Tender Condition
65	Volume II – EPC Agreement – Schedule – D (Page No. 171-172)	Provision as per Tender – Typical cross section for main flyover Query - As per IRC:SP:114 , reaction arrestors are mandatory for seismic zone IV and V. However the same have been shown in TCS. Please confirm whether seismic arrestors are required.	As per Tender Condition
66	Volume – II – EPC Agreement – Schedule B – Clause No. 2.7.1 (Page No. 146)	Provision as per Tender – Typical cross section for main flyover- Query - Pile foundation has been shown in drawing. Please confirm whether it is mandatory.	As per Tender Condition
67	Volume II – EPC Agreement – Schedule – B – Clause No. 2.8 (Page No. 148)	Provision as per Tender – Typical cross section Query - Street lights for flyover have been shown on both sides. It can be proposed on median. Please confirm	As per revised Typical Cross Sections (TCS) – 1, 2 and 3 enclosed herewith and TCS 4 to TCS 8 mentioned under Volume – II – EPC Agreement – Schedule – B – Clause No. 2.8.
68	Volume II – EPC Agreement – Schedule – D (Page No. 171-172)	Please specify whether congestion factor is to be considered or not.	As per Tender Condition
69	Volume II – EPC Agreement – Schedule – B - Clause No. 2.7.1 (a) (Page No. 146) & Clause No. 7.5 (Note:1) (Page No. 163)	The spanning arrangement is already given. Please confirm whether it is mandatory for other spans also excluding obligatory span.	As per Tender Condition
70	Volume II – EPC Agreement –	Please clarify the criteria for requirement of permanent liner.	As per Tender Condition

Sr. No.	Tender Condition/Clause	Bidders Queries	Reply given by NMMC
	Schedule – B - Clause No. 2.7.1 (e) (Page No. 146)		
71	Volume II – EPC Agreement – Schedule – D – Clause No. 3 (Page No. 173-174)	Overall width of the flyover shown in drawing does not match with IRC:SP:84. Please confirm overall width of flyover	As per Tender Condition. Also, refer revised Typical Cross Sections (TCS) – 1, 2 and 3 enclosed herewith and TCS 4 to TCS 8 mentioned under Volume – II – EPC Agreement – Schedule – B – Clause No. 2.8.
72	Volume II – EPC Agreement – Schedule – B – Clause No. 14 (a) (Page No. 165)	Request to provide geotechnical data of adjoining areas available with Authority.	Bore log details are enclosed herewith for reference purpose only. Further, EPC Contractor will have to make his own assessment. Refer Volume II – EPC Agreement – Clause No. 4.11 (Page No. 35) and Article 6 (Page No. 42)
73	Volume II – EPC Agreement – Schedule – B – Clause No. 14 (b) (Page No. 165-166)	Proof checking to be done by IIT, Mumbai only. Please confirm.	As per Tender Condition
74	Volume II – EPC Agreement – Schedule – D – Clause No. 3 (Page No. 173-174)	5 % gradient is very steep gradient. Please confirm.	As per Tender Condition
75	Volume – II – EPC Agreement – Clause No. 27.27 (Page No. 129)	Please confirm location/area for load out point for material handling and shifting	As per Tender Condition
76	Volume III – Tender Drawings	General- Monopile can be used. Please confirm.	As per “Notes” mentioned under drawing number NMMC/VASHI-FLYOVER/MAIN-CR/01/SHEET 8 OF 18 (Rev – R1)
77	Volume – I – RFP – Page No. 4	Provision as per Tender – Defects Liability Period Query – We have some apprehension regarding DLP being 20 year. Some are listed below 1) Most of government organization have started accepting DLP of 1 year. Relevant clause are attached. 2) 20 Years is a very long period & in the ever-changing technological generation, it is impossible to predict anything about the prices & technological inventions likely to take place in coming 20 years. 3) It is very unlikely that defects will be observed years after handing over, roof cause of which is quality of work. 4) Indian contract act states that contractor cannot be asked to consider in the price the costs which cannot be estimated. thus this clause is against the spirit of contract.	As per Tender Condition. Further, refer Volume – I – RFP – Clause No. 1.1.2 (Page No. 8).
78	Volume – II – EPC Agreement – Clause No. 19.2 (Page No.87)	Provision as per Tender – Mobilizations Advance- Deleted Query – We request you to provide Interest Free Mobilization Advance @ 10% of Contract Value.	As per Tender Condition
79	Volume – II – EPC Agreement – Clause No. 19.2 (Page No.87)	Provision as per Tender – Material Advance- Deleted Query – We request you to consider material advance @ 90% of the actual value or assessed value.	As per Tender Condition
80	Volume – II – EPC Agreement – Clause No. 19.2 (Page No.87)	Provision as per Tender – Plant & machinery advance – Deleted Query – We request you to provide Interest Free plant & machinery Advance @ 5% of Contract Value.	As per Tender Condition
81	Volume – I – RFP – Clause No. 2.21.2 (Page No.29)	Provision as per Tender – Validity of Performance Security: The Performance Security & Additional Performance Security shall be valid until One month after the Defects Liability Period.. Query –	As per Tender Condition

Sr. No.	Tender Condition/Clause	Bidders Queries	Reply given by NMMC
		Reference is made to Office Memorandums issued by Ministry of Finance, Government of India on 13th May, 2020. Vide this circular Ministry has issued an advisory to restrict the validity of performance security is for a period of 60 days beyond the date of completion. Kindly consider. (Copy enclosed for your ready reference)	
82	Volume – I – RFP – Clause No. 1.2.4 (Page No.9)	<p align="center">Provision as per Tender –</p> <p align="center">BID Security of Rs. 1.349 Crores, refundable not later than 150 (One hundred & fifty) days from the BID Due Date</p> <p align="center">Query –</p> <p>Reference is made to Office Memorandums issued by Ministry of Finance, Department of expenditure, Government of India on 12th November, 2020. Vide this circular Ministry has issued an advisory for bid security is replaced with bid security declaration only. Kindly consider. (Copy enclosed for your ready reference)</p>	As per Tender Condition
83	Volume – II – EPC Agreement – Clause No. 10.3 (ii) (Page No. 56) & Clause No. 19.20 (Page No. 94)	<p align="center">Provision as per Tender –</p> <p align="center">Liquidated damages & Bonus</p> <p align="center">Query –</p> <p>We request you to restrict the ceiling of Liquidated damages to maximum 5% of contract price and also incorporate an equitable clause of incentive for early completion.</p>	As per Tender Condition
84	Volume – II – EPC Agreement – (Clause No. 27.27 (Page No. 129-130)	<p align="center">Provision as per Tender –</p> <p align="center">Land for labour hutment</p> <p align="center">Query –</p> <p>We request you to provide land for labour camp near site location free of cost. Kindly confirm.</p>	As per Tender Condition
85	Volume – II – EPC Agreement – Clause No. 20.1 (vi) (Page No.96)	<p align="center">Provision as per Tender –</p> <p>Professional Indemnity Insurance - professional liability cover shall be for a sum of not less than [3% (three per cent)] of the Contract Price and shall be maintained until the end of the Defects Liability Period.</p> <p align="center">Query –</p> <p>We request you to consider the validity of professional indemnity insurance till the end of completion instead of end of the Defects Liability Period.</p>	As per Tender Condition
86	Volume – II – EPC Agreement – Schedule – P – Sr. No. 2 (Page No.198)	<p align="center">Provision as per Tender –</p> <p>Validity of Insurance for Contractor’s Defects Liability - Contractor shall effect and maintain insurance cover of not less than 15% of the Contract Price for the Works from the date of issue of the Completion Certificate until the end of the Defects Liability Period for any loss or damage for which the Contractor is liable and which arises from a cause occurring prior to the issue of the Completion Certificate.</p> <p align="center">Query –</p> <p>We request you to consider the validity of Contractor’s Liabilities & Insurance till the end of completion instead of end of the defects liability period.. Kindly confirm.</p>	As per Tender Condition
87	Volume – II – EPC Agreement – Schedule – B - Clause No. 14 (d) (Page No.166)	<p align="center">Provision as per Tender –</p> <p>Site Office - Upon Completion Of The Whole Work And After Clearing The Site And Upon Expiry of Defect Liability Period, The Contractor Shall Remove The Site Office And take possession of the Furniture And Cupboards Provided By Him In the condition it was on the date of receiving back the same.</p> <p align="center">Query –</p> <p>Defects liability period is 20 years. Maintaining the office for 20 years will be huge cost & ultimately will be part of quoting price. It is understandable that this office will be rarely used & therefore incurring such huge cost is futile.</p>	<p align="center">To be read as :</p> <p>The Contractor Shall At His Own Cost and To The Satisfaction Of The Engineer, Provide A Site Office Of Not Less Than 25 Sq. Mtr. With Brick Walls, Plastering Inside, Rough Shahabad Flooring And One Writing Table With Six Chairs And Large Size Steel Cupboard. He Shall Also Make Necessary Arrangements For Drinking Water And Electric Connection And Locking Arrangement.</p> <p>Upon Completion Of The Whole Work And After Clearing The Site, The Contractor Shall Remove The Site Office And take possession of the Furniture And Cupboards Provided By Him In the condition it was on the date of receiving back the same.</p>

Sr. No.	Tender Condition/Clause	Bidders Queries	Reply given by NMMC
			<p>Financial impact against the same should be considered in the price quoted by the Contractor.</p> <p>[THE DLP IS FOR 20 YEARS AND MAINTAINING OFFICE TILL END OF DLP WILL INCUR ADDITIONAL COST, WHICH WILL BE LOADED BY CONTRACTOR. HENCE, WE PROPOSE RELAXATION IN THE CLAUSE, AS MENTIONED ABOVE]</p>
88	Volume – II – EPC Agreement – Schedule C - Clause No- 3 (e) (Page No.170)	<p>Tree Cutting - Along the project site, there are approximately 500 nos. of trees which needs cutting/shifting/transplantation. All tree cutting plan should be prepared and submitted by contractor to concerned Engineer. Assistance in tree cutting will be provided to the contractor from concerned authorities. However, transplantation of the trees after cutting is in contractor’s scope of work.</p> <p>We assume that tree cutting permission will be provided by the employer prior the commencement of work. Kindly Confirm.</p>	<p>As per Tender Condition.</p> <p>Further, refer Volume II – EPC Agreement – Clause No. 9.4 (Page No. 51).</p>
89	Volume II – EPC Agreement – Schedule – B – Clause No. 14 (a) (Page No. 165)	<p>Soil investigation report</p> <p>We request you to kindly provide us the soil investigation report & also allow us to work at the site location for the next two months after the date of the prebid meeting.</p>	<p>Bore log details are enclosed herewith for reference purpose only.</p> <p>EPC Contractor will have to make his own assessment. Refer Volume II – EPC Agreement - Clause No. 4.11 (Page No. 35) and Article 6 (Page No. 42)</p>
90	Volume – II – EPC Agreement – Clause No. - 9.2 (Page No. 50)	<p>Utility Shifting - The work of shifting of Utilities can be taken up by the Contractor any time after signing of the Agreement.</p> <p>Please provide utility crossing details. We presume that the cost for utility shifting is in the scope of Employer. Kindly confirm.</p>	<p>Additional –</p> <p>Existing identified utilities drawing is attached herewith (Refer Drawing No. NMMC/VASHI-FLYOVER-UTILITY SHEET 19/R0). However, bidders shall make their own arrangement as per Volume II - EPC Agreement - Clause No. 4.11 (Page No. 35) and Article 6 (Page No. 42)</p>
91	Volume – II – EPC Agreement – Schedule C - Clause No- 3 (e) (Page No.170)	<p>Tree Cutting - All tree cutting plan should be prepared and submitted by contractor to concerned Engineer. Assistance in tree cutting will be provided to the contractor from concerned authorities. However, transplantation of the trees after cutting is in contractor’s scope of work.</p> <p>We presume that the payment for cutting & transplantation of trees is in the scope of Employer. Kindly confirm.</p>	<p>As per Tender Condition.</p> <p>Further, refer Volume II – EPC Agreement – Clause No. 9.4 (Page No. 51).</p>
92	Volume II – EPC Agreement – Clause No. 10.2 (ii) (Page No. 54) & Schedule B – Clause No-14 (b) (Page No. 165-166)	<p>Proof check consultant - The Contractor shall appoint a proof check consultant (the “Proof Consultant”) after proposing to the Engineer a panel of 3 (three) names of qualified and experienced firms from whom the Engineer may choose 1 (one) to be the Proof Consultant.</p> <p><u>Proof Check by IIT Mumbai -</u></p> <p>The Design & Drawings submitted by Contractor shall be proof checked through IIT, Mumbai.</p> <p>We presume that the payment for proof check consultant is in the scope of Employer. Kindly confirm.</p>	<p>As per Tender Condition</p>
VIII	AJAIPAL MANGAL & CO.		
93	Volume – II – EPC Agreement – Schedule B – Clause No. 2.7.1 (Page No. 146)	<p>As there are only 4 obligatory spans of 50m, we request you to allow alternate structural arrangement like cast-in-situ Box girder, PSC-I girder etc. instead of PSC segmental box girder as separate casting yard & assembling would have to be setup for these spans.</p>	<p>As per Tender Condition</p>
94	Volume – II – EPC Agreement – Schedule B – Clause No. 3 (Page No. 157)	<p>At grade intersections are to be done as per IRC SP84. We feel that in urban area like Vashi there may not be enough space available to improve the section as per IRC SP 84. We request you to review the clause.</p>	<p>As per Tender Condition</p>
95	Volume – II – EPC Agreement – Schedule C – Clause No. 3 (b) (Page No. 168)	<p>Landscaping is to be done as per Schedule C. Except space in pier protection which are the other locations of landscaping & their area in sq. m.</p>	<p>As per Tender Condition</p>
96	Volume – II – EPC Agreement – Schedule B – Clause No. 2.6.4 (Page No. 145)	<p>As per cross-section regrading of road is to be done in part portion of slip road. As per schedule there is no particular width mentioned. We request you to elaborate on the issues.</p>	<p>As per Tender Condition</p>
97	Volume – II – EPC Agreement – Schedule B – Clause No. 2.8 (Page No. 148)	<p>Catch water under drain is to be provided with provision of rain water harvesting. Which provisions are expected under rain water harvesting scheme.</p>	<p>As per Tender Condition</p>
98	Volume – II – EPC Agreement – Clause No. - 9.2 (Page No. 50)	<p>Utilities are given in Schedule B. However, it is unknown whether they affect the structure. It would beneficial if cost shifting is given.</p>	<p>Additional –</p> <p>Existing identified utilities drawing is attached herewith (Refer Drawing No. NMMC/VASHI-FLYOVER-UTILITY SHEET 19/R0). However, bidders shall make their own arrangement as per Volume II - EPC Agreement - Clause No. 4.11 (Page No. 35) and Article 6 (Page No. 42)</p>

Sr. No.	Tender Condition/Clause	Bidders Queries	Reply given by NMMC
99	Volume – I – RFP – Clause No. 1.3 (Page No. 11)	The date of submission of tender should be at least 15 days from the issue of common set of deviation.	As per Tender Condition
100	Volume – I – RFP – Clause No. 1.1.2 (Page No. 8)	DLP should be 10 years instead of 20 years.	As per Tender Condition
101	Volume – II – EPC Agreement – Clause No. 10.4 (Page No. 57)	Do Existing structure on the right of way have to be maintained by us during the tenure of the project.	As per Tender Condition
IX	NIRAJ CEMENT STRUCTURALS LTD.		
102	Volume – I – RFP – Clause No. 2.2.2.2 (Page No. 19)	Factor for the year for updation to the price level : Updation factor for Single Work and Turnover Criteria should be are as follows: Year-1=1.10, Year-2=1.21, Year-3=1.33, Year-4=1.46, Year-5=1.61 Which is applicable in MIDC, PWD, MORTH, NHAH department. Kindly amend the same.	As per Tender Condition
103	Volume – I – RFP – Clause No. 2.2.2.2 (Page No. 19)	Experience of having successfully completed similar works: Request you to consider successfully completed similar works in last 7 years. Previous tenders in NMMC also consider last Seven Year Work Experience.	As per Tender Condition
104	Volume – II – EPC Agreement – Clause No. 19.2 (Page No. 87)	Mobilization Advance: Please give interest Free Mobilization advance for this project.	As per Tender Condition
105	Volume II – EPC Agreement – Clause No. 27.27 (Page No. 129-130)	Casting Yard Location: Please clarify casting yard location for consider distance from actual site while calculating Quoted amount. Also give casting land without any cost.	As per Tender Condition
X	M/S. J KUMAR INFRAPROJECTS LTD.		
106	Volume – I – RFP – Clause No. 2.2.2.1 (Page No. 17)	As provided in Bid Documents – BID Capacity – Assessed Available BID Capacity = (A*N*1.5-B) Clarification/Changes Required – Due to the Make in India policy and boom in the construction industry, many govt department even central govt has increased the constant of bid capacity to 2.5 instead of 2 to encourage Indian bidders. (copy enclosed). We therefore request you to modify the formula of bid capacity in line with other tenders of govt departments as Assessed Available BID capacity = (A*N*2.5 – B)	As per Tender Condition
107	Volume – I – RFP – Clause No. 2.2.2.2 (Page No. 18)	As provided in Bid Documents – “Completed Work” means “Road + Flyover combined project in which “Design & Construction of Flyover” is completed in all respect or Standalone project of “Design & Construction of Flyover” which is completed in all respect Clarification/Changes Required – We understand that "Design & Construction of Flyover is completed in all respect" means "the Flyover is open to traffic". Please confirm. Also We presume that any ongoing work of "Road + Flyover combined project" or "Standalone project of “Design & Construction of Flyover" will be accepted provided that such project should be substantially completed as on date of tender submission i.e. more than 80% completed of contract value.	As per Tender Condition

Sr. No.	Tender Condition/Clause	Bidders Queries	Reply given by NMMC
108	Volume – I – RFP – Clause No 2.2.1 (d) (Page No. 17)	<p style="text-align: center;">As provided in Bid Documents –</p> <p>The Bidder shall not have been blacklisted/expelled/or contract terminated by any Urban Local Bodies/Municipal Corporation/Board/State Government/Central Government/Public Sector Units etc. in the last 5 Years from the date of submission of bid.</p> <p style="text-align: center;">Clarification/Changes Required –</p> <p>In order to have uniformity in the tenders invited by central govt, state govt, urban Local bodies (MCGM) etc as per CVC guideline. (copy enclosed), we request you to modify the mentioned clause as</p> <p>"The Bidder shall not have been blacklisted/expelled/or contract terminated by any Urban Local Bodies/Municipal Corporation /Board /State Government/Central Government /Public Sector Units etc. as on the date of submission of bid"</p>	<p style="text-align: center;">To be read as</p> <p style="text-align: center;">"The Bidder shall not have been blacklisted/ expelled/or contract terminated by any Urban Local Bodies/ Municipal Corporation /Board /State Government/ Central Government /Public Sector Units etc. as on the date of submission of bid"</p>
109	Volume – I – RFP – Clause 2.2.2.1 (Page No. 18)	<p style="text-align: center;">As provided in Bid Documents –</p> <p>The Statement showing the value of all existing commitments, works for which Appointed Date/ Commencement Date has been declared and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects and verified by Statutory Auditor.</p> <p style="text-align: center;">Clarification/Changes Required –</p> <p>We request NMMC to accept the statement of Existing commitments and ongoing works signed by Statutory Auditor / chartered Accountant instead of client certificate in line with all other tenders invited by MMRDA / DMRC / Pune Metro / Maha Metro etc. (copy enclosed). It is very difficult to get the client certificate for all the ongoing works in this covid pandemic time. Hence request may please be accepted</p>	<p style="text-align: center;">As per Tender Condition</p>
110	Volume – I – RFP – Clause No. 1.1.2 (Page No. 8)	<p style="text-align: center;">As provided in Bid Documents –</p> <p style="text-align: center;">DLP Period= 20 Years</p> <p style="text-align: center;">Clarification/Changes Required –</p> <p>We request you to reduce the DLP Period from 20 Years to 3 to 5 Years as such long duration of DLP period leads to an increase in the overheads of the project including the PBG charges, amount for insurances/ warranties for the project etc. It is very difficult to get the PBG valid upto 20 Years from the banker.</p> <p>Also, the DLP period for almost all the tenders invited by central/ state govt department mostly varies from 1 to 5 years. (copy enclosed)</p>	<p style="text-align: center;">As per Tender Condition</p>
111	Volume – II – EPC Agreement – Clause No. - 19.2 (Page No.87)	<p style="text-align: center;">As provided in Bid Documents –</p> <p style="text-align: center;">Advance Payment – Deleted</p> <p style="text-align: center;">Clarification/Changes Required –</p> <p>To help the Indian contractor for maintaining the cash flow in this covid pandemic time in the interest of the project, we request you to provide 10% interest free Mobilization Advance or Interest-bearing Advance @ “Bank Rate + 3%” equal to 10% of the Contract Price, against submission of irrevocable and unconditional bank guarantee.</p>	<p style="text-align: center;">As per Tender Condition</p>
112	Volume – II – EPC Agreement – Clause No. - 9.2 (Page No. 50)	<p style="text-align: center;">As provided in Bid Documents –</p> <p style="text-align: center;">Utilities</p> <p style="text-align: center;">Clarification/Changes Required –</p> <p>We request you to kindly provide existing Utility Drawings for estimation purpose.</p>	<p style="text-align: center;"><u>Additional –</u></p> <p>Existing identified utilities drawing is attached herewith (Refer Drawing No. NMMC/VASHI-FLYOVER-UTILITY SHEET 19/R0). However, bidders shall make their own arrangement as per Volume II - EPC Agreement - Clause No. 4.11 (Page No. 35) and Article 6 (Page No. 42)</p>

Sr. No.	Tender Condition/Clause	Bidders Queries	Reply given by NMMC
113	Volume – II – EPC Agreement – Clause No. 9.4 (Page No. 51)	<p style="text-align: center;">As provided in Bid Documents –</p> <p style="text-align: center;">Felling of Trees</p> <p style="text-align: center;">Clarification/Changes Required –</p> <p>Since obtaining applicable permits for felling of trees is very difficult for contractor and very time consuming, we request you to include the responsibility in Client's Scope.</p>	As per Tender Condition
114	Volume II – EPC Agreement – Schedule – B – Clause No. 14 (a) (Page No. 165)	<p style="text-align: center;">As provided in Bid Documents –</p> <p style="text-align: center;">Pile Cut Off Level</p> <p style="text-align: center;">Clarification/Changes Required –</p> <p>We request you to provide the Geotechnical data / report available to NMMC and used at the time of preparation of tender. Also being lumpsum contract, we request you to provide pile cut-off level so that all bidder can quote on common platform by providing suitable Variation rate of per mt.</p>	<p>Bore log details are enclosed herewith for reference purpose only.</p> <p>EPC Contractor will have to make his own assessment. Refer Volume II – EPC Agreement – Clause No. 4.11 (Page No. 35) and Article 6 (Page No. 42)</p>
XI	M/s. AFCONS INFRASTRUCTURE LIMITED		
115	Volume – I – RFP – Clause No. 1.1.2 (Page No. 8)	<p style="text-align: center;">Complete description of clause –</p> <p style="text-align: center;">Defects Liability Period 20 Years</p> <p style="text-align: center;">Modification/Clarification requested –</p> <p>We request you to consider that Defect Liability Period shall be 24 months from the date of issue of taking over for Part of the works, similar to MMRDA/MSRDC tender conditions. Kindly confirm.</p>	As per Tender Condition
116	Volume – II – EPC Agreement – Clause No. 19.1 (Page No. 87) & Clause No. 19.7 (Page No. 89)	<p style="text-align: center;">Complete description of clause –</p> <p>Contract price shall not include the cost of Maintenance, which shall be paid separately in accordance with the provisions of Clause 19.7.</p> <p style="text-align: center;">Modification/Clarification requested –</p> <p>But in Clause 19.7 Payment for Maintenance of the Project Road - Deleted shown in documents. Please consider Maintenance Period cost to be payable as percentage of contract value, starting from 1% of CV in the first year and increasing 0.5% per year.</p>	As per Tender Condition
117	Volume – I – RFP – Clause No. 2.2.2.2 (Page No. 19)	<p style="text-align: center;">Complete description of clause –</p> <p>Similar Work” means “Design & Construction of pre-stressed concrete “Road Flyover” with 4 Lane Configuration”</p> <p>“Completed Work” means “Road + Flyover combined project in which “Design & Construction of Flyover” is completed in all respect or Standalone project of “Design & Construction of Flyover” which is completed in all respect”</p> <p style="text-align: center;">Modification/Clarification requested –</p> <p>We request you to consider the experience in Bridges/Viaducts (which may include stations along with viaduct).</p> <p>The modified clause is as under “Similar Work” means “Design & Construction of pre-stressed concrete “Road Flyover/ Bridges, Metro Viaduct with PSC superstructures”.</p>	As per Tender Condition
118	Volume – I – RFP – Clause No. 2.2.2.2 (Page No. 19)	<p style="text-align: center;">Complete description of clause –</p> <p>Experience of having minimum one work of similar type of main items in tendered work during one of the last 5 years amounting to 30% work amount (Current work) of tendered. (10% increase will be consider upto current year) (Main Items - Foundation, Sub-structure, Segmental Superstructure)</p> <p style="text-align: center;">Modification/Clarification requested –</p> <p>We understand that 30% of work amount of tendered should have been completed in last 5 years. Please confirm.</p>	As per Tender Condition

Sr. No.	Tender Condition/Clause	Bidders Queries	Reply given by NMMC
119	Volume – I – RFP – Clause No. 2.11.1 (Page No. 25)	<p align="center">Complete description of clause –</p> <p align="center">Bid Security of Rs. 1.349 Crores (Rupees One Crore Thirty Four Lakhs Ninety Thousand Only). This security shall be submitted online through RTGS/NEFT/DD/FDR through bank account of bidder only.</p> <p align="center">Modification/Clarification requested –</p> <p>We request you to allow bidder to submit the Bid Security in the form of Bank Guarantee. Please provide us the BG format along with the Bank details for SFMS. Bid Security in the form of BG is being accepted for all National / International major tenders by all national/domestic organisations like DMRC, NHAI, MORTH, MMRDA, MCGM etc.,</p>	As per Tender Condition
120	Volume – II – EPC Agreement – Clause No. 19.20 (Page No. 94)	<p align="center">Complete description of clause –</p> <p align="center">Bonus for early completion – DELETED</p> <p align="center">Modification/Clarification requested –</p> <p>We request to consider Bonus clause, 1% per month, to maxm.5% of CV.</p>	As per Tender Condition
121	Volume – II – EPC Agreement – Clause No. 27.27 (Page No. 129-130)	<p align="center">Complete description of clause –</p> <p>For casting yard, batching plant and other activities a plot of land up to 8,000 Sqm (approx) will be made available by NMMC on as is where is basis within 20 Km from the work site and will be charged on nominal lease of Rs.1 per sq.m per month.</p> <p align="center">Modification/Clarification requested –</p> <p>We request to provide the Casting yard area 40,000 sqm within 1km radius for Casting yard, batching plant and other activities.</p>	As per Tender Condition
122	Volume – II – EPC Agreement – Clause No. - 9.2 (Page No. 50 & 51)	<p align="center">Complete description of clause –</p> <p>Notwithstanding anything to the contrary contained herein, it shall be the responsibility of the Contractor to ensure that the respective entities owning the existing roads, right of way, level crossings, structures, or utilities on, under or above the Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable temporary diversions with the Engineer of the controlling body of that road, right of way or utility.</p> <p>Any delay of such shifting on the part of the contractor, no extension of time for completion of the project and no claims, in any manner, shall be admissible on this account against the Engineer.</p> <p align="center">Modification/Clarification requested –</p> <p>We request employer to get necessary permission/NOC from the concerned regulatory / statutory / Local Authority working in such locations in case there is any delay on account of permissions, we shall be suitably compensated in terms of time & cost.</p>	As per Tender Condition
123	Volume – II – EPC Agreement Schedule – A – Clause No. 16 (Page No. 141)	<p align="center">Complete description of clause –</p> <p>Engineer shall provide Right of Way for Construction Zone to the Contractor on Appointed date.</p> <p align="center">Modification/Clarification requested –</p> <p>In case there is any delay in Right of Way for Construction zone, we request you to provide compensation in terms of time & cost.</p>	As per Tender Condition. Further, refer Volume – II – EPC Agreement – Clause No. 8.3 - (Page No. 47)”.
124	Volume – II – EPC Agreement – Clause No. 19.2 Page No. 87	<p align="center">Complete description of clause –</p> <p align="center">Advance Payment – Deleted</p> <p align="center">Modification/Clarification requested –</p> <p>We request to provide interest free advance of Mobilisation advance @10% & Equipment Advance @5% of contract price.</p>	As per Tender Condition

Sr. No.	Tender Condition/Clause	Bidders Queries	Reply given by NMMC
125	Volume – II – EPC Agreement – Clause No. 19.1 (Page No. 90 to 92)	<p align="center">Complete description of clause –</p> <p>The following percentages shall govern the price adjustment of the Contract Price:</p> <p align="center">[Major Bridges and Structures] Labour (PL) = 15% Cement (PC)=15% Steel (PS)=20% Fuel and lubricants (PF)=10% Other Materials (PM)=25% Plant, machinery and spares (PA)=15%</p> <p align="center">Modification/Clarification requested –</p> <p>The suggested factors are not in proportion to the actual cost, We request to consider the following percentages.</p> <p align="center">[Major Bridges and Structures] Labour (PL) = 25% Cement (PC)=15% Steel (PS)=25% Fuel and lubricants (PF)=5% Other Materials (PM)=25% Plant, machinery and spares (PA)=5%</p>	As per Tender Condition
126	Volume – II – EPC Agreement – <u>Article 26 (Page No. 122)</u>	<p>It is requested to include the following two steps for dispute resolution in case parties fails to resolve the disputes through amicable settlement.</p> <p align="center">Step 1 - Conciliation Step 2 - Arbitration</p> <p>Both Conciliation and Arbitration shall be carried out as per the Arbitration and Conciliation Act, 1996 (amended from time to time.)</p>	As per Tender Condition
127	Volume II – EPC Agreement – Schedule – B – Clause No. 14 (a) (Page No. 165)	<p align="center"><u>Geotechnical Data</u></p> <p>We request you to provide geotechnical data.</p>	<p>Bore log details are enclosed herewith for reference purpose only.</p> <p>EPC Contractor will have to make his own assessment. Refer Volume II - EPC Agreement - Clause No. 4.11 (Page No. 35) and Article 6 (Page No. 42)</p>
128	Volume III – Tender Drawings	<p align="center"><u>Drawings</u></p> <p>Kindly provide drawings in Autocad format.</p>	As replied under “Sr. No.32”.
129	Volume – II – EPC Agreement – Clause No. - 9.2 (Page No. 50)	<p align="center"><u>Utility Drawings</u></p> <p>We request you to kindly provide utility drawings.</p>	<p align="center"><u>Additional –</u></p> <p>Existing identified utilities drawing is attached herewith (Refer Drawing No. NMMC/VASHI-FLYOVER-UTILITY SHEET 19/R0). However, bidders shall make their own arrangement as per Volume II - EPC Agreement - Clause No. 4.11 (Page No. 35) and Article 6 (Page No. 42)</p>

Deputy Engineer (Civil)

Signature of Executive Engineer (Vashi)

Signature of City Engineer