

| CORRIGENDUM - II | | | | | | | |
|--|---|---|-------------------------------------|---|--------------------------|--|---|
| BRIHANMUMBAI MUNICIPAL CORPORATION | | | | | | | |
| Subject: Lumpsum tender (Turnkey) for construction of Residential Tenements (having size of 37.80 sqm & 55.55 sqm each) on plot known as ‘600 tenement plot’ bearing CTS No. 1(pt) & CTS No. 3 (pt) (Sub plot D having area 8746.90 sqm) at Village Deonar, M/E Ward.(Sub Plot D having area 8746.90 sqm) at village Deonar, M/E Ward REFERENCE: BID.NO :- 2024_MCGM_978087(PRE-BID MEETING MINUTES DATED:- 10.01.2024) | | | | | | | |
| SR.NO. | ITEM DESCRIPTION | BIDDER NO. 1 | BIDDER NO. 2 | BIDDER NO. 3 | BIDDER NO. 4 | Tender Clause | FINAL REMARK |
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| 1 | Drawings in AutoCAD format | Query- As the tender working involves, structural, MEP (services) etc. design and quantity takeoff of different respective items, therefore it is requested to issue the copies of all drawings in AutoCAD format for further working at the earliest. | | | | Section 17 Typical Drawings pg. 258- Drawings are schematic and attached with area calculations. The Podium P1-P5 are proposed for parking which are separately shown in plan. Clarifications regarding the same for any queries will be responded in the Pre-Bid meeting. | AUTOCAD drawings cannot be shared at this stage. Moreover, drawings as uploaded are tentative and subject to modifications as per final accepted bidder design, statutory requirements and BMC approval. |
| 2 | Price Variation- Clause (Tender Vol. I, Pg -116 Sr No. 79 | We are surprised to note that this Price Variation clause is deleted in the tender document and it is mentioned that Price Variation is not applicable for this contract. We bring to your kind notice that Price Variation clause is provided just to compensate contractor for increase in prices of Material, labour & P.O.L after the submission of tender. We bring to your kind notice that all the Government Semi Government organizations like MHADA/CIDCO/DDA etc. have included escalation clause in their previous and ongoing Turnkey Lump sum contracts. Your good self will appreciate that there is substantial unpredictable cost variation in labour, material & POL due to various factors such as Govt Policies, International Market rates, currency fluctuations, inadequate availability of raw materials, built-in taxes etc which is very difficult to assess and provide the cost for the same in the quoted price. Bidder can only estimate and quote the prices of items for which adequate details and sufficient Informations available However, since the escalation on material, POL labour in future years is dependent on vanous factors as mentioned above, no one has control over the same and therefore it is not possible to estimate and quote the escalaton for future years, which results in speculation by the contractor about provision for the same in quoted price. Hence the speculative escalated cost provided by the contractor may lead to higher cost resulting in direct loss to client and lower escalated cost may lead to inferior quality, disputes etc. due to unworkable quoted pice in view of this, it is fairly reasonable and very logical to include Price Variation clause as per standard practice for this prestigious work, which certainly will form common platform to all bidders. | | Price Variation as per actuals without any cap to be applicable to this contract. | | 79 Price Variation Clause- Price Variation shall not be applicable for this contract pg. 116 | Price Variation clause no. 79 & 80 as per GCC with no cap is applicable to this tender. The same is attached as Annexure I. |
| 3 | Mobilization & Machinery Advance | We request you to pay interest free mobilization and machinery advance @ of 10% and 5% of contract value respectively along with the work order against the submission of B.G. of equivalent amount from National/ scheduled Bank located in Pune/ Mumbai. The recovery of the said advance can be made from 3rd R. A. Bill on pro rata basis in such a way that total advance can be recovered by the time 80% work is completed. | | | | | Mobilization advance shall be paid as per General Conditions of Contract will be paid and recovered inclusive of interest as per BMC norms. |
| 4 | Secured advance | We request you to pay 75% secured advance on all non- perishable materials brought at site. Recovery of the same shall be made as and when material consumed in the work. | | | | Clause 28 pg 71 Secured advance is not applicable for any building material. As per BMC practice, payment for MEP works shall be @60% on supply +30% on installation +10% on testing & commissioning, for MEP works executed as per instructions of Engineer in charge in consonance with bar chart and actual progress of the work. | Tender clause 28 at Pg. no 71.is applicable however, Supply of material which is fabricated/manufactured at factory for the components such as columns, beams, slabs, partition walls, etc brought/delivered on site then 60% payment will be made and remaining 40% payment will be made after erection in position. |

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| 5 | Security deposit I) contract deposit (tender vol. -I, Pg- 54 sr no. A I) | a) We presume that contract 2) deposit of 2% shall be accepted ct in the form of B.G of equivalent amount, since mode of payment for contract deposit is not mentioned in the tender document. b) We request you to release contract deposit of 2% on virtual completion of work in lieu of completion of 6th year of DLP. | | | | Clause A.Security Deposit pg.54 The security deposit shall mean and comprise of I) Contract Deposit and II) Retention Money. I) Contract Deposit – The successful tender, here after referred to as the contractor shall pay an amount equal to two (2) percent of the contract sum shall be paid on handover of site or commencement of work at site whichever is earlier. | Tender conditions Prevail. |
| 6 | Security deposit II) Retention money - cash Retention from RA bills. (Tender Vol. - I, Pg.- 54 Sr No. A II) | a) We request you to accept retention money in the form of B.G. in lieu of cash retention from R.A. Bills. B.G. towards retention money can be given initially at the start of work. b) We request you to release balance 50% retention money on virtual completion of work in lieu of 30 days after completion of 6th year of DLP. | | This is to read as 2.5% of contract sum. | | Pg 54 of Tender- II) Retention Money –The contractor shall pay the retention money an amount equal to 5 % (percent) of the Contract Sum which will be recovered from the contractors every bill i.e. interim / running / final bill of a site in a group. | Percentage of retention money is reduced to 2.5% from 5% specified. |
| 7 | 7. Refund Performance of The Guarantee (Tender shal Vol. -I, Pg -55 Sr No. III) | In this regard we request you to release the Performance Bank Guarantee on completion of the work as is the general practice in all tenders. | | | | Pg 55 III. Refund of Performance Guarantee The Deposit on account of performance guarantee shall be released within 30 days of completion of Defects Liability Certificate subject finalization of final bill whichever is later and no recoveries are pending against the said work, provided that the Engineer is satisfied that there is no demand outstanding against the Contractor. | Tender conditions Prevail. |
| 8 | DLP Period, maintenance (Tender Vol. -I, Pg - 53) | a) We presume that only general / maintenance shall be in the contractor's scope for plumbing, electrical, lifts, pumps, attending leakages etc. and any cost of consumables, replacement of parts etc. shall not be in the contractor's scope of work. b) As per general practice adopted by many government organizations DLP is specified as 2- 3 years. We therefore request you to keep DLP period of 3 years in lieu of 10 years which will avoid unnecessary increase in cost of dwelling units which will not be in interest of end users. | | | | The DLP shall be as below: Dy.C.E.(B.C.) E.S. :- General Work /Infrastructure Works - 3 Years Structural Works - 10 Years Waterproofing Works- 10 Years Lift/Firefighting Works/M&E Works (except consumable items i.e. tube lights, fans etc. in each tenement with 1 year DLP.)- 10 Years | Tender Condition Prevails. |
| 9 | Approvals from various authorities:(Tender Vol. -I, Pg 62, Sr. No. 9) | We”request that all official charges,deposits,fees,etc required to be paid to Local /Govt. Statutory authorities for obtaining approvals including LUC Charges, sewerage and extra water charges etc shall be paid by MCGM directly to the concerned authority immediately after demand. Kindly confirm | Kindly confirm the cost towards taking approval such as statutory fees to be given on behalf of the MCGM shall be reimburse to the bidder & liaison cast will be borne by the bidder towards taking such approval. | All statutory payment will be reimbursed to bidder by BMC on statutory approval and sufficient proof of payment | | Pg. 62 Sr. No. 9 The successful Bidder /contractor shall liaison and obtain all approvals/ demarcation/NOC/Permits required for implementing the project from including H.E. NOC, CFO NOC, MOEF NOC, Tree NOC, Electrical NOC, 63 Civil Aviation NOC, Horticultural Department Approval , PCO, SWD, SP, SO,CRZ,SOLAR, Gas Pipeline, Traffic, Metro, Monorail etc including transfer of ownership of land as and when suggested by PMC, Municipal Architect/BMC and required for implementing the project from government /Semi government /Service Provider /BMC etc. in timely. The cost of the same shall be included in the tender bid by the bidder. Documentation for all approvals will be prepared by PMC in conjunction with the Bidder and submitted after BMC approval at each state. All statutory payments to be borne by the bidder on behalf of BMC. The contractor will not claim any compensation for delay, if any, due to obtaining various NOCs and contractor shall submit notarized undertaking to that effect. | Tender Condition Prevails. |

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| 10 | Upload of work,plan (Tender Vol. -I Pg -48, Sr. No. xv) | Being lumpsum tender we request you to allow us submission of documents mentioned under this clause after award of the work. Kindly confirm. | | | | Clause xv) pg 48 Work Plan The tenderers shall upload work plan as per the following outline: 1.GANTT chart/ PERT/ CPM chart showing the completion of work within prescribed time period, considering major activities. 2.Organizational set up envisaged by the contractors. 3.Plant & equipment proposed to be deployed for this work. 4.Site Offices and Laboratories proposed to be set up. 5.A note on how the whole work will be carried out (work plan including methodology). 6.Quality management plan. 7.All the activities included in the Scope of Work shall be covered in the work plan | Tender Conditions Prevail. |
| 11 | Change in the scope of the work: (Tender Vol. -I, Pg - 63, Sr. No. 13) | In this respect we bring to your notice that as tender is invited on Turnkey Lumpsum basis and contractor is responsible for doing work as per the scope defined in the tender, we request to allow only +/- 10% variation in tender scope and any variation beyond +/- 10%, shall be treated as extra item and paid as per prevailing MCGM, PWD schedule of rates or mutually agreed rates | | | | Pg 63 Clause 13- "The scope of work may be changed depending upon the requirement of BMC and as per existing site condition and decision of Municipal Commissioner shall be final and binding after issuing of work order of proposed work." | Payment to the succesful bidder will be as per the rate quoted by bidder, for the entire area to be constructed, as stated in the payment schedule with respect to project estimate. This will be irrespective to increase/decrease in number of tenements. The payment will be payable/not payable as per the actual site constructed area. |
| 12 | Annual maintenance during DLP (Tender Vol. -1, Pg -63, Sr. No. 18) | It is mentioned that the contractor should provide agency for annual maintenance for plumbing and common electrification. In view of this we bring to your kind notice that we are having our own in-house maintenance team for plumbing and electrical hence the same clause is not applicable to us. | | | | Pg. No. 63 Clause 18- "During DLP period mentioned in the tender the concerned contractor/bidder should provide agency for annual maintenance for plumbing, common electrification, lift maintenance, attending leakages, water pump etc. DLP for Lift/Fire Fighting/ M&E Works is 10 years Excluding all consumables i.e. tube lights, fans etc. in each tenement." | In-house maintenance team for plumbing and electrical is acceptable subject to the fulfillment of eligibility criteria as per tender condition for the maintenance agency. |
| 13 | Insurance (Tender Vol. -I, Pg -93, Sr. No. 12) | We bring to your kind notice that generally the Insurance policies are valid up to the completion period of the project and not up to the DLP. In DLP the strength of labour required is very less as compared to the strength of labour required during construction period of the work. Hence, we presume that the date of validity of insurance policies is up to the completion period only. If required the same shall be extended or new policies can be taken only for the labours working during DLP depending up on the situation of work at that time. Kindly confirm. | | | | Clause 12.1 pg. 93 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date of handover of plot or commencement of construction activity at site whichever is earlier to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks: a)Loss of or damage to the Works, Plant and Materials; b)Loss of or damage to Equipment; c)Loss of or damage to property (other than the Works, Plant, Materials, and Equipment) in connection with the Contract; and d)Personal injury or death. | Tender Condition Prevails. |
| 14 | Future Taxes (Tender Vol. - 1, Pg - 79, Sr. No. 14) | We request that if any new taxes, duties, levies, cess etc. imposed or increase in the present taxes by statutory authorities after the submission of tender, then same shall be reimbursed on production of proof of payment for the same. | | | | The percentage quoted shall include the cost of any unforeseen item, connected with the work in question, required for the proper execution and completion of work in all respect. The tenderer will not be reimbursed any taxes/ charges/ octroi/ cess etc. which is in force or in force in future. | All taxes, duties, levies, cess etc. shall be borne by the bidder except GST for which Tender Condition Prevails. |
| 15 | Tender and drawing publications (Tender Vol. -1, Pg- 257, Schedule -V) | We presume that the same shall be submitted by successful bidder after award of the work. | | | | The Tenderer shall furnish a list of drawings, publications, copies of type test certificate and other literature illustrating the equipments offered in his tender. The copy of each item listed shall be uploaded with the tender. | Tender and drawing publication list needs to be submitted along with the tender document. |
| 16 | Technical data sheet: (Tender Vol. - I, Pg -254, Schedule -II) | As all agencies and vendors will be finalized after award of the work, it is very difficult to submit required data at tender stage. In view of this we request you to allow us the submission of the same after award of the work | | | | Schedule - II pg. 254 Technical details to be furnished by tenderer (Detail to be submitted and approved by concerned Department before execution.) | Technical Data Sheet on page 254 relates to the lift item and the same needs to be filled as part of tender submission. Schedule 1,2,3 relates to data for 15 passenger lift (1020 kg) not 13 passenger lift and data needs to be submitted as part of Packet B. List of makes shall be as per list on page 139 only. |

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| 17 | Execution all electrical and mechanical works (Tender Vol. I, Pg 14) | We propose to execute electrical work using our own resources & hence we presume that this clause is not applicable to us. | | | | Mechanical & Electrical Works: Eligibility criteria for specialized Mechanical & Electrical Works: If specialized jobs are to be executed by the prime bidder in-house, then the bidder has to submit documents for having fulfilled the technical capacity criteria. Incase, specialized jobs are to be executed through nominated Sub-contractor fulfilling technical capacity criteria then, the prime bidder should submit the credentials of nominated sub-contractors for specialized work (Electical work, Firefighting work), along with mandatory enclosures as mentioned below. The Memorandum of Undertaking (MoU) on Rs.500/- Stamp Paper with the nominated sub-contractor shall be submitted for each specialized job(Electical work, Firefighting work) separately by prime bidder along with the bid in Packet B. It will be binding on the contractor to get the individual M&E work executed through such approved nominated Sub-contractor (with MOU) only. All MOU with specialized subcontractor to be supported with board resolution of both parties and should be binding to the effect that bidder cannot change sub-contractor without consent of BMC. To change in appointed sub-contractor bidder shall have to refer conditions mentioned in the section of special directions to bidders, clause no. 52 "Special instructions for appointment of sub contractor for M&E works, firefighting works, HVAC work, Lift works and any other specialized works etc" in the draft tender. | Tender condition Prevails. |
| 18 | Soil investigation report: | Kindly furnish detail soil investigation report for present scope of work since it is not possible to carry out soil investigation within very short time period available for submission of tenders. | | | We request you to kindly please share the soil investigation report for the plot. | Soil Investigation Report | Preliminary Soil investigation work has been carried out at site and a copy of the same is uploaded for reference only. Additional soil investigation as required will be carried out by the successful bidder at his cost. (Annexure II) |
| 19 | Development of onsite Infrastructure work (Tender Vol. I, Pg 62, Sr No. 7) | a) As per normal practice adopted by various Government departments, we request you to pay the cost of infrastructure works on item rate basis based on prevailing scheduled of rates of MCGM, PWD etc. b) We presume that cutting and filling shall not be in the lumpsum scope of work. If the same is in the Lumpsum scope of work kindly furnish Contour drawings & proposed finished floor levels for all the bldgs. Under present scope | | | | Development of on site infrastructure shall be the responsibility of the bidder as per the prevailing norms viz roads, street light, storm water drain, water mains network, sewage network, landscape /RG, Telecom network, substation, Security monitoring with camera networking, firefighting, fire detection etc, The cost of the same shall be included in the tender bid by the bidder and the payment will be done as per measurement stated in the payment schedule in this tender document. | a) Tender Conditions Prevail. Cost of Infrastructure is part of the lumpsum tender offer. b) Cutting and filling is a part of the lumpsum scope of work. Contour survey drawing is attached separately for reference only. Finished floor levels are already indicated in the tentative sections in the tender drawings. (Annexure III) |
| 20 | Handling of utilities (Underground overground) & (Tender Vol. -1, Pg- 70, Sr No. 14) | We presume that the cost of shifting/ removing of the same shall be paid to the contractor based on the prevailing MCGM SOR, PWD SOR etc. | | | | The Bidder/Contractor having visited the site is understood to have fully understood the scope of works. The Bidder/Contractor has to take maximum care in handling all the utilities (both over-ground and under-ground) that are existing on the site. The Bidder/contractor shall be totally responsible at his own cost and risk for the disposal and /or safe-keeping of the materials so removed, all as per the instructions of BMC. | The cost of underground utilities shifting/removing reinstating encountered during progress of work will be paid for on the basis of BMC schedule of rates 2023. |
| 21 | Existing structures & debris etc. on site (Tender Vol. -I, Pg 62, Sr No. 3) | As the bidder has to quote lumpsum cost including cost of dismantling of existing structures, we request you to give detail drawings for the structures which are to be dismantled | | | | The successful bidder /contractor shall make inventory of the existing structures and debris etc. on site and demolish the same after the structure is vacated by concerned department of BMC & further debris removal has to be done by the bidder. | Site may be kindly inspected. Any temporary structures will need to be removed by successful bidder in coordination with BMC at no additional cost. |
| 22 | Concrete from BMC approved RMC plants: (Tender Vol. -1, Pg 69, Sr N | In this context we bring to your kind notice that we are having our own batching plants installed at various locations in Mumbai and Navi Mumbai and therefore we request you to allow use of concrete produced from our own RMC plants | | | | Pg 69 Clause 11- "The bidder / contractor has to procure concrete from BMC approved RMC plants, so as to have uninterrupted concrete supply for carrying out the construction activities." | RMC plant should be approved by BMC. |

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| 23 | Basic Rates: | As there is large variation in rates of flooring items depending on type, company catalogue, colour shade etc. We request you to provide basic rates for following flooring material supplied at site excluding taxes: a) Vitrified tile b) Ceramic tile. c) Granite | | | | Pg 58 Clause 82 "The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after scaffolding, watching and lighting by night as well as day including Sundays and Holidays, temporary plumbing and electric supply, protection of the public and safety of adjacent roads, walls, houses, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such scaffolding, staging, as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Engineer. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variation, labour conditions, freights or any conditions whatsoever unless otherwise mentioned elsewhere in the Tender documents. Tenderers must include in their rates, Insurance against Fire, Theft, damages by Oriental Insurance Company or any other Government Insurance Company for the period of 5 years from the date of commencement and other levy levied by the Central Government or any State Government or any local authority, if applicable and prevalent during the entire contract period. No claim in respect of sales tax, excise duty, octroi or other taxes, duties or levies whether existing or levied in future shall be entertained by the Employer, unless otherwise mentioned elsewhere in the tender document." | Not accepted. Tender Conditions prevail. |
| 24 | Facilities in each bldg. (Tender Vol. I, Pg-181) 1)Staircase | Kindly furnish detailed drawing for the same indicating pardi thickness, S S pipe dia. & SS grade for the same. | | | | •Pg 181 1) Staircase- "Minimum 2.0 m wide staircase flight with single piece kotah stone treads & risers R.C.C. Pardi with S. S. pipe as handrail and minimum height of 1.05 m." | Pardi thickness will depend on the structural design and IS codes. S.S. pipe diameter will be 50mm dia. Pipe 3.5mm thickness. And grade will be SS 316. |
| 25 | Infrastructure Facilities (Tender Vol. -1, Pg-183) 2) Gate | Kindly furnish detailed drawing for Omamental gate | | | | Pg 183- 2) Gate- M. S. Ornamental gate with good design of Min. size 4.5m to 6.0m wide 1.5 m height with M.S. frame & Grill with track on wheel, locking arrangement. | This will be furnished at execution stage. |
| 26 | Amenities (Tender Vol. -I, Pg 185) | Request to furnish minimum carpet area required to be covered under club house | | | | C) Infrastructure Facilities Clause 13 "Club House on stilt floor as per approval/remarks/requirement of D. C. rules & BMC" | Carpet area and location of Club House are indicated in attachment of Prebid meeting minutes. (Annexure IV) |
| 27 | Electric Sub- station (Tender Vol.- I, Pg. 193) | Since it is very difficult to envisage the requirement of additional capacity of substation at this tender stage, we request you to pay the cost towards additional work of substation if required on item rate basis based on prevailing scheduled of rates of MCGM, PWD etc. | | | | Pg. 193 "POWER SUPPLY: ELECTRIC SUB-STATION: Substation capacity will be provided for total power requirement for entire plot development of 33438 sq. mtrs. in Phase I Tender. If required Additional Substation will need to be provided by Phase II bidder at no extra cost." Pg. 268 Clause 8- "Substation- Provision of substation is taken in this tender incase specifically insisted on by electrical supply authority. Incase phase I substation is adequate to cater to total power requirements of phase II and supply authorities do not insist on separate substation, the same will not be constructed and cost deducted from overall project cost. (substation if constructed, is to be planned in the RG at ground level)" | Condition on Page 193 is modified as below:- In the present tender it is proposed to construct substation having area of 360 sqm . Item of substation is already considered in schedule of payment with area of 360 sqm. In case electric supply authority do not insist separate substation , cost of substation estimated in project estimate (at pg no 268 of DT) will not be payable. |
| 28 | Date of Submission | Considering the voluminous works involved such as site visit/survey. planning & designing, working out the quantities, rate analysis, working out site fixed cost, getting quotations from various specialized agencies, we request you to allow us sufficient time i e minimum 4 weeks from the date of issue of pre-bid clarifications, to submit most competitive tender. This will be in the best interest of the project and the client. | We request you to kindly extend the date of submission by 4 weeks from the current due date. | | We request you to please extend the tender submission date by 21 days after receipt of pre bid queries | Submission of Packet A,B and C online on 24.01.2024 at 16:00 hrs. | Revised schedule is uploaded. |

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| 29 | Section 1 E-Tender Notice 1.1 - pg no.12 1.1 - pg no. 29 | We presume that Built up area shall mean the area of Building as certified by an Executive Engineer or Equivalent of government project or that mentioned in the Building Permission & Occupation certificate. | | | | | BUA certified by Executive Engineer/equivalent or above will be accepted. |
| 30 | Section 1 E-Tender Notice 1.1- pg no. 9 1.1-pg no. 28-29 | As per standard practice only satisfactorily completed projects are considered for evaluation of experience, we therefore request you not to consider ongoing works for qualification and delete this clause. However, if the on-going works are being considered for meeting this criteria, then it should be on the basis of physical progress achieved rather than financial. Physical progress achieved can certainly be ascertained on the basis of Occupation certificate if OC is available for 80% of the proposed tenements as per approved plans. | | | | Pg. 28 Clause A) 1.1 TECHNICAL CAPACITY "The tenderer(s) in their own name should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied) a)Three similar completed works or currently executing three similar works of similar nature admeasuring not less than 25720 m2 of built up area 25% of tender tenement construction area in multistory buildings in each work.* OR b)Two similar completed works or currently executing two similar works of similar nature admeasuring not less than 30860 m2 of built up area 30% of tender tenement construction area in multistory buildings in each work.* OR c)One similar completed works or currently executing one similar work of similar nature admeasuring not less than 41150 m2 of built up area not less than 40% of tenement construction area in multistory buildings in each work.*" | Clause to read as " "The tenderer(s) in their own name should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt./Private & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied) a)Three similar completed works or currently executing three similar works of similar nature admeasuring not less than 25720 m2 of built up area 25% of tender tenement construction area in multistory buildings in each work.* OR b)Two similar completed works or currently executing two similar works of similar nature admeasuring not less than 30860 m2 of built up area 30% of tender tenement construction area in multistory buildings in each work.* OR c)One similar completed works or currently executing one similar work of similar nature admeasuring not less than 41150 m2 of built up area not less than 40% of tenement construction area in multistory buildings in each work.*" |
| 31 | Section 2 Eligibilty Criteria 1.1 - pg no 12 Section 6 Instructions to applicants 1.2 - pg no 30 | As the tender does not specify the minimum number of storeys envisaged in the present project, please clarify how these stipulations shall be interpreted/ complied or should we consider proposed buildings of 33 storeys (5P+S +27) as shown in the tender drawing. | | | | Clause 1.1 of Tender "For-Building Construction Nos of stories Experience of construction Up to 4 stories No special experience From 5 to 10 stories Minimum 5 stories and 15m building height From 11 to 15 stories Minimum 8 stories and 24m building Height From 15+ stories (a)Minimum 10 stories and 30m building Height (b) Out of the 10 stories of building, minimum topmost 3 stories to be of residential use only Should have constructed area of minimum 80% of quantities mentioned in point no. 1.1 a), b), c) respectively as applicable. Building height definition to read as stated below:- “Height of a building” means the vertical distance measured, in the case of flat roofs, from the average level of the ground around and contiguous to the building to the top of the terrace level. (For example, 30m height shall be excluding height of parapet wall, staircase room, LMR & OHWT) Experience of Construction of Commercial building/structure will not be counted. | Tender drawings may be referred for the number of stories of the building. However, during approval process and finalization of design stage, height of building may increase/decrease to accommodate total number of tenements and constructed built up area proposed. |

| CORRIGENDUM - II | | | | | | | |
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| BRIHANMUMBAI MUNICIPAL CORPORATION | | | | | | | |
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| SR.NO. | ITEM DESCRIPTION | BIDDER NO. 1 | BIDDER NO. 2 | BIDDER NO. 3 | BIDDER NO. 4 | Tender Clause | FINAL REMARK |
| | | B.G Shirke Constructions Technology Pvt Ltd | M/s Capacit’e Infraprojects Limited | Satec ENVIR Engineering Pvt Ltd | Relcon Infraprojects Ltd | | |
| 32 | Section 2 Eligibility Criteria 1.2 pg no. 13 Section 6 Instructions to applicants 1.2 pg no. 30 | We presume that the bidder shall have to submit/upload the copies of abridged as standalone Balance sheet and Profit & Loss statements certified by Chartered Accountant extracted from the Audited Annual financial Reports Therefore there is no need to upload entire voluminous financial Reports. Please confirm. | | | | 1.2. Financial Capacity Achieved a average annual financial turnover as certified by ‘Chartered Accountant’ (in all classes of civil engineering construction works only) equal to 30% of the estimated cost of work in last three (3) financial years immediately preceding the Financial Year in which bids are invited. • To ascertain this, tenderer(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant. • The turnover can be enhanced by 10% every year to bring the present level. | Tender Conditions prevail. |
| 33 | Section 2 Eligibilty Criteria C Pg 14, 31 3 column of Table - 8 | Please confirm whether the bidder should consider value of N (Number of year) as 24 months or 30 months (including approvals period ie 6+24) while calculating the Bid Capacity. | | | | C. Bid Capacity: The bid capacity of the prospective bidders will be calculated as under: Assessed Available Bid Capacity = (A* N* 2 - B) Where, A = Maximum value of Civil Engineering works executed in any one year (year means Financial year) during the last five years (updated to the price level of the Financial year in which bids are received at a rate of 10% per year) taking into account the completed as well as works in progress. N = Number of years prescribed for completion of the Project/Works, excluding monsoon period, for which these bids are being invited. (E.g. 7 months = 7/12 year) For every intervening monsoon 0.33 shall be added to N. B = Value of existing commitments (only allotted works) on the last date of submission of bids as per bidding document and on-going works to be completed during the period of completion of the Project/Works for which these bids are being invited. | Value of N to be considered as 30 months for calculating bid capacity. |
| 34 | Section 2 Eligibilty Criteria Last para -Pg 14 | The Eligibility criteria for specialized Mechanical & Electrical Works is given. only for Electrical Work and Fire Fighting, fire alarm and fire detection Work. However, format for undertaking "Annexure-M also mentions HVAC and Lift works. Please clarify We presume that bidder shall submit the undertaking on Rs.500/- stamp paper as per Annexure-M with Technical Bid and other details such as eligibility criteria / credentials will be submitted by the successful Main Contractor after award of work Kindly clarify | | | | Packet B- Pg. 14 Mechanical & Electrical Works: Eligibility criteria for specialized Mechanical & Electrical Works: If specialized jobs are to be executed by the prime bidder in-house, then the bidder has to submit documents for having fulfilled the technical capacity criteria. Incase, specialized jobs are to be executed through nominated Sub-contractor fulfilling technical capacity criteria then, the prime bidder should submit the credentials of nominated sub-contractors for specialized work (Electical work, Firefighting work), along with mandatory enclosures as mentioned below. The Memorandum of Undertaking (MoU) on Rs.500/- Stamp Paper with the nominated sub-contractor shall be submitted for each specialized job(Electical work, Firefighting work) separately by prime bidder along with the bid in Packet B. It will be binding on the contractor to get the individual M&E work executed through such approved nominated Sub-contractor (with MOU) only. All MOU with specialized subcontractor to be supported with board resolution of both parties and should be binding to the effect that bidder cannot change sub-contractor without consent of BMC. To change in appointed sub-contractor bidder shall have to refer conditions mentioned in the section of special directions to bidders, clause no. 52 “Special instructions for appointment of sub contractor for M&E works, firefighting works, HVAC work, Lift works and any other specialized works etc” in the draft tender. | HVAC works are only restricted to ventilation requirements. Approved lift manufacturers list is already part of the tender. Hence eligibility criteria is not insisted for HVAC and lift works. However, it is mandatory to fulfil the criteria for Mechanical and Electrical works and submit undertaking MOU together with all details with the Bid Document in Packet B as indicated in the tender. |

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| 35 | Section 9 Special Directions to the Bidder 52) - Pg 73 | Special instructions appointment of for sub contractor for M&E works. firefighting works, HVAC work, Lift works and any other specialized works etc. Kindly clarify. | | | | 52)Special instructions for appointment of sub contractor for M&E works, firefighting works, HVAC work, Lift works and any other specialized works etc. 1.If prime bidder wants to execute specialized works like M&E works, firefighting works, HVAC work, Lift works etc., in house, then the bidder has to submit the relevant documents fulfilling the technical capacity criteria of respective work. Also, he has to submit the undertaking on Rs.500/- stamp paper that said work will be carried out by themselves along with annexure-M in packet B. 2.The prime bidder wants to execute specialized works through sub-contractor then he should submit the credentials and Memorandum of Understanding(MOU) on Rs.500/- stamp paper with nominated sub-contractors for Electrical work, Fire fighting work, HVAC work, Lift works and any other specialized works etc, along with annexure-M in packet B. 3.The MOU submitted by Prime bidder to be supported with board resolution of both parties (Prime bidder and sub-contractor) and should | Tender Conditions Prevail. |
| 36 | PROFORMA -IV - Pg 246 (Personnel/Staff Requirement.) | We presume that the bidder needs to provide the details of work experience in Proforma-IV along with Copies of qualification certificates. Kindly confirm. | | | | Proforma IV Personnel | As per Tender Condition proforma IV will be filled by prospective bidder. |
| 37 | Presentation of Construction Methodology/Technology B) - Pg 45 xii) -Pg 46 | We presume that presentation shall be given in person by the bidder after bid submission during bid evaluation stage. It will be difficult to upload / submit in PACKET-B the soft copy of heavy ppt (presentation) file containing multimedia through e-procurement portal, We therefore request you to delete this from the list of contents of Packet 'B' | | | | Packet B Clause a) The bidder shall deliver a detailed presentation of the construction methodology/technology giving all the relevant details. | As per Tender Condition |
| 38 | Liquid Assets Certificate d) - | Please provide the format for the Certificate from Bankers/C.A./ Financial Institution to be submitted as evidence for compliance. We presume that the bidder can also submit the utilized and unutilized fund-based line of credit certificate from lead banker as evidence to prove the net of the tenderer's commitment of other contracts. | | | | Packet B Clause d). .Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment,of the minimum 25% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers / C.A./Financial Institution shall be accepted as a evidence). | As per Tender Condition |
| 39 | UNDERTAKINGS E. 1- Pg 32 F) - Pg 45 Note : - Pg 32 Note : - Pg 47 e) -Pg 45 Annexure-C - Pg 234 | We presume that UNDERTAKING / DECLARATION CUM INDEMNITY BOND as per Annexure-C (On Rs. 500/- Stamp Paper) is sufficient for compliance and Scanned Attested documents of Ownership/ leased Machineries are not to be submitted as the same is not mentioned under list of contents of Packet 'B' on page 45. | | | | Bidders shall submit the undertaking for equipment capability and other undertakings as such on a single Rs. 500/- stamp paper. | As per Tender Condition |
| 40 | REGISTRATION RULES Last line of para E)1 - Pg 32 Last line of para f) - Pg 45 | Please clarify | | | | New and Original Works: The bidder should, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with assessment study of requirements of equipment/plants & machineries to allow the employer to review their proposal. The bidder shall ensure his commitment to make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of BMC. | As per Tender Condition |

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| 41 | EMD Section 1 para - Pg 8 11 - Pg 25 h) - Pg 43 k) -43 | We presume that Earnest Money Deposit (EMD) shall also be accepted in the form of Bank Guarantee (BG) as accepted by other Govt. dept. in lieu of online payment through gateways. system. Also, please provide Bank guarantee format and the following Bank Account details of the Beneficiary of the Bank guarantee as these are mandatorily required for processing the BG: Name of Account Holder/ Beneficiary: Bank Account Number: Bank Name: Branch Location: IFSC Code of Bank Branch: | | EMD amount to be released to the bidder during confirm the order/contract and compliance of work order | We request you to please modify the clause as the bidder will deposit20% EMD through online payment gateway and remaining amount of 80% to be submitted in Bank Guarantee. The same clause was allowed in the Phase 1 invited tender. | Pg. 8 In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of Rs. 4,12,64,500/- (Rs. Four crore Twelve lakhs Sixty-Four Thousand and Five Hundred only) (the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on e-Procurement System of Government of Maharashtra (Mahatenders) (http://mahatenders.gov.in) as mentioned in the Header Data of the tender. EMD Amount maybe paid through online bank gateway. Bidder will deposit 90% EMD amount through online payment gateway of www.mahatender.gov.in while submitting bid and the 10% of EMD amount shall deposit through SAP system of BMC or through CFC or through D.D. | Tender Conditions Prevail. 90% EMD to be submitted through online payment gateway and 10% of EMD in the form of Demand Draft in name of BMC to be submitted in person prior to submission of bid in office of Dy.C.E. (B.C.), 6th floor, BMC Garage, Pantnagar, Ghatkopar. |
| 42 | Section 6 Instructions to Applicants a) -Pg 43 d) -Pg 43 | We presume that the bidder shall upload/ submit the copy of valid registration. certificate as a civil contractor with MCGM. We presume that the certified copy of valid 'PAN' document in the company's name shall be sufficient instead of PAN and photographs of Directors, in case of Private Limited Companies. | | | | The Packet ‘A’ shall contain scanned certified copies of the following documents Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online in packet ‘A’ a)Valid Registration Certificate. d)Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu Undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted. | Tender Conditions Prevail. |
| 43 | Power of Attorney:- Section 16A Appendix 1A- Pg 226 | We presume that the Tender Form can also be signed by Authorised person having power of attorney on behalf of company. | | | | Tender Form Pg. 226 | Power of Attorney of Authorized Person registered with Registrar together with Board Resolution needs to be uploaded as part of the tender document submission. |

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| 44 | Power of Attorney undertaking:- Section 16B Annexure-E -Pg 248 | Please modify the para as follows to allow signing by Power of Attorney holder: I Shri. / Smt. aged,years Indian inhabitant. Proprietor /Partner/Director / Power of Attorney holder of M/s..... resident at do hereby give Irrevocable undertaking as under, | | | | Pg 248 Irrevocable Undertaking I Shri/Smt.....aged,.....years Indian Inhabitant. Proprietor/Partner/Director of M/s.....resident at do hereby give Irrevocable undertaking as under; 1. I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices. 2. I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel. 3. I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my / our legal heirs, assignee, Executor, administrator etc. 4. If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act. | Tender conditions prevail. |
| 45 | LIFT:- Section 16B Schedule - I - Pg 253 | We presume that these details can be submitted by successful bidder after award of work. Kindly confirm. | | | | Schedule - I Technical Data Sheet of Passenger lift 13 passengers. | These details are specifically related to lift specifications and need to be submitted along with the tender as per tender conditions.Technical Data Sheet on page 254 relates to the lift item and the same needs to be filled as part of tender submission. Schedule 1,2,3 relates to data for 15 passenger lift (1020 kg) not 13 passenger lift and data needs to be submitted as part of Packet B. List of makes shall be as per list on page 139 only. |
| 46 | LIFT:- Section 16B Schedule- II 254 | We presume that these details can be submitted by successful bidder after award of work. Kindly confirm. | | | | Pg. 254 Schedule - II Technical details to be furnished by tenderer (Detail to be submitted and approved by concerned Department before execution.) | |
| 47 | LIFT:- Section 16B Schedule- III - 255 | We presume that these details can be submitted by successful bidder after award of work. Kindly confirm. | | | | Schedule - III 1)H.P. Calculation of Hoist Motor : (For Stretcher lift 884 Kgs, 5 Podiums, Stilt + 31 Floors) 2)Roping : (Explanation/Calculation for consideration of roping for the lift.) | |
| 48 | LIST OF TENDER DRAWINGS AND DOCUMENTS:- - Section 16B Schedule -V - Pg 257 | We presume that these details can be submitted by successful bidder after award of work. Kindly confirm. | | | | Pg. 257 Tender drawings and publications The Tenderer shall furnish a list of drawings, publications, copies of type test certificate and other literature illustrating the equipments offered in his tender. The copy of each item listed shall be uploaded with the tender | Tender Conditions Prevail. Submission is to be done in Packet B. |
| 49 | ASD:- Section 6 Instructions to Applicants (3) -Pg 59 Section 9 Special directions to the Bidder (35) -Pg 71 | We presume that the Additional Security deposit is not required to be submitted with technical bid. | | | | Pg. 59 "The bidder shall need to submit the additional ASD if applicable within 7 days after receipt of notification issued by concerned Chief Engineer / CE. Also, the Performance Guarantee shall be paid in 15 days after receipt of Letter of Acceptance. " Pg. 71 "Circular u/no. CA(F)/Project/42 dated 09.02.2021 regarding ASD is applicable to this tender or as per prevailing rules and regulations applicable." | This being a Turnkey tender, the clause of ASD is not applicable with reference to ASD serial no (35) at pg 71 relevant tender condition (3) at pg 59, and other relevant ASD conditions are considered to be deleted. |

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| 50 | GRIEVENCE REDRESSAL:- Section 6 Instructions to Applicants 7 (a) - Pg 48 Section 9 Special directions to the Bidder 34) - Pg 71 | Please provide the circular u/no. of DMC/CPD/3217 of 02.03.2019 regarding Grievance Redressal referred herein. As this circular is included in the List of documents to be submitted in Packet B, please confirm an additional document if any, required to be submitted by the bidder in Packet B for compliance. | | | | Pg 71 Clause 34- Circular regarding new clause of internal "GRIEVANCE REDRESSAL MECHANISAM" u/no-DMC/CPD/3217 dated 02.03.2019, ChE(V)/436/B dated 18.05.2023 shall be applicable for this work. | The same is attached in Annexure V. |
| 51 | SIGNED CORRIGENDUMS XV, 8) - Pg 48 | We presume that bidders are not required to sign and upload/ submit the downloaded tender document, however only the corrigendum/addendum/any govt. circulars etc. issued by MCGM shall be digitally signed and uploaded in Packet A | | | | Pg 48 Clause 8."Signed copies of corrigendum/Addendum if any" | Clause 8 Page 48 of Tender clearly specifies as under:- Signed copies of corrigendum/addendum if any are to be submitted as part of Packet B. |
| 52 | MACHINERY:- PROFORMA - V/A - 246 | We presume that the bidder is not required to submit the Proforma-V/A as the proposed work is not Special works. Kindly clarify | | | | Proforma VA- Machinery | Proforma V/A shall be submitted. |
| 53 | TRANSFER OF OWNERSHIP 1.1 -Pg 12 | We presume that the transfer of ownership of land is not in the scope of bidder. Therefore, please review the clause and modify the proforma of Undertaking | | | We request you to please reimburse/pay directly any official charges for land ownership transfer/NOC to the contractor on submission of challan. | Pg 12. "The bidder shall submit an undertaking in Packet B to obtain all approvals/demarcation/NOC/Permits etc required for implementing the project from government/Semi government/ Service Provider/ BMC etc. including transfer of ownership of land in timely manner. The cost of the same shall be included in the tender bid by the bidder. Technical Documentation for all approvals will be prepared by Bidder in conjunction with the PMC and submitted after BMC approval at each state. All statutory payments to be borne by the bidder on behalf of BMC." | Transfer of ownership of land is in the scope of the bidder. Tender Conditions prevail. |
| 54 | PACKET A g) -Pg 43 | Please clarify which qualification proforma's are to be submitted in Packet-A with Form of Tender since all qualification related proformas are to be submitted in Packet-B. | | | | Packet A Clause g) Pg. 43 "Tenderer should download from the tender document ‘Form of Tender’ & ‘Appendix I’, fill in the requisite details, sign wherever necessary, scan the same document, upload & submit bidder qualification as per proforma attached." | Tenderer should download Appendix - section 16(Pg 225) including form of tender etc, fill in the requisite details, sign wherever necessary, scan the same documents, upload and submit in Packet A. List of Packet A and Packet B shall be as mention at pg 43 & pg 45 respectively. |
| 55 | EMD:- h) - Pg 43 | We presume that bidder also have the option to deposit 100% EMD amount through online payment gateway of www.mahatender.gov.in | | | | Packet A Clause h) Pg. 43 "The tenderer shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screenshot of receipt of payment in Packet ‘A’ instead of paying the EMD at any of the CFC centers in BMC Ward Offices. Bidder will deposit 90% EMD amount through online payment gateway of www.mahatender.gov.in while submitting bid and the 10% of EMD amount shall deposit through SAP system of BMC or through CFC or through D.D." | Tender Conditions Prevail. 90% EMD to be submitted through online payment gateway and 10% of EMD in the form of Demand Draft in name of BMC to be submitted in person prior to submission of bid in office of Dy.C.E. (B.C.), 6th floor, BMC Garage, Pantnagar, Ghatkopar. |
| 56 | ANNEXURE:- FORMS Form ELI -1 - 249 Form ELI 1: Bidder's Information Sheet Form FIN -2 - 250 Form contractual FIN-2: Total payment received in the last 3 Financial years and current year Form FIN-3 - 251 Form FIN-3: Current Contract Commitments / Works in Progress Form EXP- 2(a) - 252 Form EXP-2(a): Contract of single similar work | We presume the Form ELI-1, Form FIN- 2, Form FIN-3, Form EXP-2(a) shall be submitted in Packet-B. Kindly confirm | | | | Pg. 249- Form ELI-1 Bidder's Information Sheet Pg. 250:- Form FIN-2: Total Contractual payment received in the last 3 Financial years and current year. Pg. 251:- Form FIN-3: Current Contract Commitments/Works in Progress Pg. 252:- Form EXP-2(a): Contract of single similar work | To be submitted in Packet B. |

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| Subject: Lumpsum tender (Turnkey) for construction of Residential Tenements (having size of 37.80 sqm & 55.55 sqm each) on plot known as ‘600 tenement plot’ bearing CTS No. 1(pt) & CTS No. 3 (pt) (Sub plot D having area 8746.90 sqm) at Village Deonar, M/E Ward.(Sub Plot D having area 8746.90 sqm) at village Deonar, M/E Ward REFERENCE: BID.NO :- 2024_MCGM_978087(PRE-BID MEETING MINUTES DATED:- 10.01.2024) | | | | | | | |
| SR.NO. | ITEM DESCRIPTION | BIDDER NO. 1 | BIDDER NO. 2 | BIDDER NO. 3 | BIDDER NO. 4 | Tender Clause | FINAL REMARK |
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| 57 | Time Limit Page No. 8 Section 1- E-Tender and Page 32 Section 6 Instructions to Applicants | | | 9 months for approvals including transfer of ownership | | Pg 8. "Contract Period- 6 months for Approvals including transfer of ownership of land + 24 Months (inclusive of monsoon)" | Tender Conditions Prevail |
| 58 | Solar Lighting and gas pipeline page 65 section 6 instruction to applicants | | | These items are an addition to specifications of BMC housing such as Phase-I scheme. Being specialized jobs carried out by specialized agency, the same may be taken up directly by BMC or paid for separately. | | Pg. 65 Clause 39 Mechanical and Electrical Items:- Work to include items listed in the tender and requirements of electrical supply authorities, electrical inspector and CFO for complete solution as under:- I) Solar external lights and rooftop solar system for common area lighting m) MGL Gas Pipeline to be provided to each tenement. | Tender Conditions Prevail |
| 59 | Page 87 MOU Section 10 Special Conditions of Contract. | | | The MOU shall be submitted in Packet B with Board resolution of both parties and if not submitted, the same will be treated as non curable defect and packet C not opened. | | Pg. 87 Clause 102) All MOU with specialized contractor to be supported with board resolution of both parties and should be binding to the effect that bidder cannot change the submission without consent of BMC, shall be submitted within 1 month of issue of LOA. This is also applicable to MOU with Prefabrication Manufacturing Facilities. | Pg 87 clause 102 stands deleted. All MOU with specialise sub contractors to be supported with board resolution of both parties and should be binding to the effect that bidder cannot change the sub contractor without consent of BMC and same to be submitted in packet B. |
| 60 | Variation in Specifications:- Common Condition | | | If any tender specification changed during execution BMC to pay the suitable variation based on the new specification | | Engineer to have power to issue further drawings or instructions: The Engineer shall have the power and authority from time to time and at all times to make and issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications and Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification, and the Engineer may also alter or vary the levels or position of nature of works contemplated by the specifications, or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, added if needful, may order that other works shall be substituted instead thereof and difference of expense occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount of this Contract, as provided under condition | Changes in specifications as stated in tender document resulting in increase/decrease in cost to be paid/recovered based on USOR 2023/approved rate analysis. |
| 61 | Variations in Design:- Common Condition | | | If any quantity changes as per the final approved design / documents BMC to amend the order confirmation based on the revised quantity also invoice will claimed by the vender/bidder as per the revised quantity. | | As stated at pg no 67 of BOQ. "Detailed specification including provisional quantities for area as per statement listed below shall be uploaded in C folder of Packet C. Variation of +/- 10% is allowed. However, no additional payment will be made for the item operated". | This tender is based on constructed area cost. Variation in constructed area will be payable/recoverable as per the actual area constructed on site,schedule of payment read in conjunction with project estimate tender specifications and drawings. |
| 62 | 1.1.2 Prefabrication Capacity | | 1) We request you to kindly consider prefabrication structure manufacturer who are having annual capacity of 30,000 MT and prefabrication building/structure experience and having requisite financial capacity. However, they don’t have RDSO approval. We request you to kindly allow other manufacturers in addition to RDSO approved Class A manufacturer. 2) Please confirm pre-fabrication experience from residential building and/or prefabrication structure | | We request you to please consider any building/structure for experience and not insist on experience of only residential buildings as there are only few RDSO Type A vendor with residential building experience. Also, the experience of any building/structure was allowed in the previous invited tender for Phase 1. Copy of the same is attached herewith. | 1.1.2 Prefabrication Capacity a) The bidder shall have his own Prefabrication structure manufacturing facility with annual capacity of 36,000 MT with RDSO approval for Part A Manufacturer b) If the bidder doesn’t have his own Prefabrication structure manufacturing facility, then MOU with RDSO approved Part A manufacturer with annual capacity of 36,000 MT for structures and a solvency certificate of Rs. 1,50,00,000/- is compulsory, failing which the bidder shall be disqualified. Prefabrication manufacturer with whom MOU is entered into should have executed at least any one of the following categories in last 5 years. | Tender Conditions Prevail. |

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| 63 | 1.1.2 Prefabrication Capacity | | | | We request you to please consider the experience as per below as during the previous invited tender for Phase 1 the Tenements area for construction was 1,25,779.54 Sqmt while in current invited tender of Phase 2 the tenements area is only 64870.6 Sq.mt which is approximately 50% of that of Phase 1. But the experience asked is as same which was there for Phase 1. Hence request you to modify the clause as per below. Prefabrication manufacturer with whom MOU is entered into should have executed at least any one of the following categories in last 5 years. c) ThreePrefabrication buildings/structure of minimum 975 MT each OR d) Two Prefabrication buildings/structure of minimum 1250 MT each OR One Prefabrication buildings/structure of minimum 1650 MT each | c) Three Prefabrication residential buildings/structure of minimum 1950 MT each OR d) Two Prefabrication residential buildings/structure of minimum 2500 MT each OR e) One Prefabrication residential buildings/structure of minimum 3300 MT each. Note:- Technically eligible single/JV bidder is allowed to enter a MOU with a prefabrication manufacturer to participate in tendering process for executing the current project but provided the Technical criteria fulfillment by single/ JV bidder. | Tender Conditions Prevail. |
| 64 | 1.1.2 Prefabrication Capacity | | | | We request you to please consider the experience as per below as during the previous invited tender for Phase 1 the Tenements area for construction was 1,25,779.54 Sqmt while in current invited tender of Phase 2 the tenements area is only 64870.6 Sq.mt which is approximately 50% of that of Phase 1. But the experience asked is as same which was there for Phase 1. Hence request you to modify the clause as per below. If the bidder doesn't have his own Prefabrication structure manufacturing facility, then MOU with RDSO approved Class A manufacturer with annual capacity of 18,000 MT should be submitted | | Tender Conditions Prevail. |
| 65 | UTILITIES:- General | | | | It is our understanding that any utilities which will be encountered will be paid separately as per prevailing SOR. | Clause 14 Pg. 70 "The Bidder/Contractor having visited the site is understood to have fully understood the scope of works. The Bidder/Contractor has to take maximum care in handling all the utilities (both over-ground and under-ground) that are existing on the site. The Bidder/contractor shall be totally responsible at his own cost and risk for the disposal and /or safe-keeping of the materials so removed, all as per the instructions of BMC." | The cost towards shifting of underground utilities only, encountered during the execution of the work, will be payable on the basis of prevailing BMC schedule of rates 2023. This payment will be entitled subject to fully completion of such shifting work including handing over to the concerned department of BMC or any other government agency, If any. |

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| 66 | volume-1/ E-tender Notice, Page 7 & 8 | | With reference to the clause mentioned here kindly clarify the below: 1)Tender to be online submitted through MCGM portal or through mahatenders e-procurement portal. 2)90% of the EMD to be submitted through online payment gateway of mahatender and balance 10% to be deposited through SAP system. Please confirm the above as two different e-bidding platform are mentioned in the NIT. Also we request you to kindly allow bidders to submit 90% of the EMD through Bank Guarantee and balance by online gateway system. The similar provision was made earlier in many of the building construction tenders and in other department such as coastal Road & STP tenders. | | | pg 8 "Bidder will deposit 90% EMD amount through online payment gateway of www.mahatender.gov.in while submitting bid and the 10% of EMD amount shall deposit through SAP system of BMC or through CFC or through D.D." | Tender Conditions Prevail. 90% EMD to be submitted through online payment gateway and 10% of EMD in the form of Demand Draft in name of BMC to be submitted in person a day prior to submission of bid in office of Dy.C.E. (B.C.), 6th floor, BMC Garage, Pantnagar, Ghatkopar |
| 67 | PRIVATE SECTOR WORK EXPERIENCE volume-1/ Section 2, Eligibility Criteria; Sub Cl. 1.1/ Page 12 Instruction to the Applicant Page 36 | | Private sector work experience is allowed in the tender documents in the ITA clause 1.2 however it is not appearing in Sector 2. We wish to state that previous work Phase -1, invited by you allowed similar work experience from private sector also the same is allowed in other building construction division tenders and in HIC. Hence we request you to kindly allow work experience from private sector organisations to meet the eligibility criteria. | | | Pg 12. Eligibility criteria: 1.1. Technical Capacity (Project Experience): The tenderer(s) in their own name should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied) | Work experience from Private Sector Organizations is allowed to meet the eligibility criteria.This experience shall be supported with certified documents regarding completion of the said work with due approvals of municipal planning authority or equivalent statutory authorities. |
| 68 | CLIENT CERTIFICATION:- volume-1/ Section 2, Eligibility Criteria; Sub Cl. 2/ Page 16 | | Client certificate for each of the ongoing work is very difficult and time taking and hence we request you to kindly allow bidders to submit CA certified statement for value of existing commitment ongoing works instead of certificate for each of the ongoing works from the concern client. | | | Page 16 Clause 2) "Registered electrical contractors of Railways / CIDCO / Central Public Works Dept./ Maharashtra State Public Works Department whose office is in Mumbai/Navi Mumbai/Thane area having class equivalent to Class “A” of BMC as per new registration rules ‘2016’ are also eligible to quote for the tender subject to the condition that the contractor who are not registered with BMC shall apply for registration within three months’ time period in similar category in BMC from the award of contract, otherwise their EMD and ASD will be forfeited and the award of contract will be treated as cancelled. The contractor shall have valid PWD’s electrical contractor’s license. and his own office setup in Mumbai/NaviMumbai/Thane area. (Supporting documents and certificates shall be uploaded by main contractor.)" | Tender Conditions Prevail. |

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| 69 | PQC:- volume-1/ Section 2, Eligibility Criteria; Sub Cl. a & b/ Page 17 | | We request you to kindly allow bidders to submit undertaking on Rs. 500 stamp at the time of bidding that in the event of work is awarded to them they will submit the PQC as requested within 6 months form the date of work order. Similar provision are already allowed in various MCGM tender. | | | Mechanical & Electrical Works: Eligibility criteria for specialized Mechanical & Electrical Works: If specialized jobs are to be executed by the prime bidder in-house, then the bidder has to submit documents for having fulfilled the technical capacity criteria. Incase, specialized jobs are to be executed through nominated Sub-contractor fulfilling technical capacity criteria then, the prime bidder should submit the credentials of nominated sub-contractors for specialized work (Electical work, Firefighting work), along with mandatory enclosures as mentioned below. The Memorandum of Undertaking (MoU) on Rs.500/- Stamp Paper with the nominated sub-contractor shall be submitted for each specialized job(Electical work, Firefighting work) separately by prime bidder along with the bid in Packet B. It will be binding on the contractor to get the individual M&E work executed through such approved nominated Sub-contractor (with MOU) only. All MOU with specialized subcontractor to be supported with board resolution of both parties and should be binding to the effect that bidder cannot change sub-contractor without consent of BMC. To change in appointed sub-contractor bidder shall have to refer conditions mentioned in the section of special directions to bidders, clause no. 52 “Special instructions for appointment of sub contractor for M&E works, firefighting works, HVAC work, Lift works and any other specialized works etc” in the draft tender.15 | Tender Conditions Prevail. |

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Additional Municipal Commissioner (Projects)

Date:- 25.01.2024