

Replies to Pre-bid Queries (Corrigendum I)

Date: 29/11/2018

Name of Work: Supply of 9000 MT 60E1 (UIC 60), 1080 Grade Head Hardened (HH) Rails as per IRS T-12-2009 for Pune Metro Rail Project**Tender No. :** P1-T01/2018, Dated 03.11.2018; **Date of Pre-bid Meeting:** 12.11.2018**Tender Portal S No.** 158

Sl. No.	Tender Clause No.	Existing Tender Clause	Bidder's Query	Reply of Maha Metro
1.	General	-	The Page number of the tender documents ends in p.130, but if you see the page 1, it is written that "Page 1 of 137". Is it a typographical mistake, or will Maha Metro obtain p. 131-137 for the tender documents later?	Please refer Corrigendum I - Revised Tender document.
Section I. Instructions to Bidders				
2.	2. Source of Funds Clause 2.1	The Purchaser specified in the BDS has applied for or received financing (hereinafter called "funds") from European Investment Bank (EIB), toward the project named in BDS. The Purchaser intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued (Refer BDS).	Please disclose any limitation to the source of the rails due to the contract between fund of the source. Also, in BDS (p.18 of 137), it is written that "Source of fund for this work: This work shall be funded from EQUITY of Government of India & Government of Maharashtra". Please clarify which is correct.	Please refer BDS, ITB Clause Reference: ITB 2.1 which clearly states that: "Source of fund for this work: This work shall be funded from EQUITY of Government of India & Government of Maharashtra"

Section II. Bidding Data Sheet (BDS)				
3.	ITB 11.5.1 (Additional Para)	Completed Pricing Document including all costs associated with, or required to be incurred for the purpose of execution of the Contract in accordance with the terms thereof. The Bid Total Price including Taxes and Duties, Unit Prices of Items also. The price to be quoted shall be the total price of the Bid as elaborated in Price Schedule at page no 55 to 57.	Please advise whether the page no. is correct or not.	Please refer Corrigendum I - Revised Tender document.
4.	ITB 12.2 (Additional Para)	The Letter of Bid with all Schedules/Forms shall be completed & signed by a duly authorized and empowered representative of the Bidder. If the Bidder comprises a Consortium the Letter of Bid shall be signed by a duly authorized representative of the Lead Member. Signatures on the Letter of Bid shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.	Please advise how the signature of the letter of bid witnessed.	The Letter of Bid to be signed by authorized signatory and further witnessed (signed) by bidder's representative.
5.	ITB 14.8 (a) (iii); (b)(ii) and (c)(v)	Final destination (Project Site): Range Hill Depot and Vanaz Depot in Pune, or at any other location in PUNE METROPOLITAN REGION as directed by the Engineer. and Delivery should be on DAP/Pune basis, except custom duty at concessional rate, which will be paid by MAHARASHTRA METRO RAIL CORPORATION LIMITED through supplier.	We need Purchaser to decide the final destination at least 2 months before the shipment to fix the inland transportation price. And basically all lot shall go to maximum two locations, due to avoid freight cost increase.	Tender conditions prevail. However, successful bidder can be in direct contact with Maha-Metro for any change in stacking location.

		<p>As per DAP terms as defined in Incoterms, all the charges i.e. Packing, Loading, inland freight, Terminal charges, Insurance, Loading on Vessel, freight, Arrival Charges to be borne by supplier and responsibility to carry the material at destination, Range Hill Depot and Vanaz Depot in Pune, or at any other location in PUNE METROPOLITAN REGION as directed by the Engineer lies with supplier.</p> <p>The unloading, stacking and handing over the materials also to be done by supplier at destination and any other local taxes, levies, Cess payable as per GST, as applicable in the purchaser's country are to be borne by supplier.</p>		
<p>6.</p>	<p>ITB 14.8 (Additional Para)</p>	<p>.....</p> <p>The Contractor shall maintain details of GST paid to Government of India and Government of Maharashtra and submit:</p> <ul style="list-style-type: none"> · Certificate of the Chartered Accountant/Cost Accountant in regard to turnover of the Contractor relating to Pune Metro Rail Project of MAHARASHTRA METRO RAIL CORPORATION LIMITED. · The successful Bidder (the Contractor) shall maintain meticulous records in regard to deposit of taxes and duties paid under GST etc. and provide the same with each running bill. 	<p>As per above clause we would like to draw your kind attention that we are filling GST on quarterly basis & not on the monthly basis. As for payment we need to submit this document which will delay the payment beyond 60 days, kindly remove the clause, however document can be produced later on.</p>	<p>Tender conditions prevail.</p>

		<p>· The Contractor also will have to submit 'No Dues Certificate' for the year / period as and when required by MAHARASHTRA METRO RAIL CORPORATION LIMITED.</p> <p>· The full and final payment to Contractor will be made only after documents as required above are furnished by him and checked by MAHARASHTRA METRO RAIL CORPORATION LIMITED.</p> <p>.....</p> <p>.....</p>		
<p>7.</p>	<p>ITB 14.8 (Additional Para)</p>	<p>Bidders are being informed that, The price quoted by bidders deemed to be inclusive of all kinds of duties, taxes, Cess and other levies payable as per GST, except Custom duty at concessional rate etc. and as prevailing on 28 days (Base Date) prior to final date of submission of bid (Closing time and date of submission of online bid) or 1st July 2017 whichever is later.</p> <p>Waiver of Taxes / concessional custom duty etc.</p> <p>1) Government of India, vide notifications No.42/96 - customs dt.23.7.1996 as amended time to time in exercise of powers conferred by subsection (6) of heading 98.01 of the first schedule in the custom tariff has notified MRTS project in the category of project import for assessment of custom duty at concessional rate. All</p>	<p>Please advise whether the date on the sentence is right or not.</p> <p>We are a rail suppliers, and inland logistics operation is our domain and is required after material reaches at Indian port. Since Maha Metro has put delivery responsibility in scope of supplier, we'll nominate an experienced Logistics Service Provider for doing all inland logistics related activities till material reaches at your depot. Since Maha Metro is a project owner and importer of Rails</p>	<p>The price quoted by bidders deemed to be inclusive of all kinds of duties, taxes, Cess and other levies payable as per GST, except Custom duty at concessional rate etc. and as prevailing on 28 days (Base Date) prior to final date of submission of bid (Closing time and date of submission of online bid).</p> <p>Tender conditions prevail.</p>

		<p>the process of project import registration, deposits of security money (if any) to custom authority and refund back after the completion of imported supplies shall be responsibility of supplier. The supplier shall indemnify MAHARASHTRA METRO RAIL CORPORATION LIMITED of clearance and projects imports proceedings. Upon receipt of request from supplier, MAHARASHTRA METRO RAIL CORPORATION LIMITED will facilitate a recommendation /sponsoring letter from State Government for project import registration as per Notification No.25/2014. The supplier shall submit the copies of project import registration proceedings, bill of entry and custom duty documents to MAHARASHTRA METRO RAIL CORPORATION LIMITED for official records.</p> <p>2) The rates quoted by the Bidder shall include all kinds of duties, taxes, Cess & other levies payable as per GST, except Custom duty at concessional rate, direct or indirect leviable under Central, State or Local Bodies Acts or Rules, duties, levies, octroi, tolls, royalties, seigniorages, cess and similar imposts that may be prevailing from time to time in respect of transactions.</p>	<p>as a consignee all custom related documents which is necessary for project import registration and custom clearance on behalf of Maha Metro will be done by us, however as for documentation part and custom related formalities, Maha Metro will share all desired details/paper work as a consignee, we are helping & facilitating smooth custom clearance.</p>	
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<p>8.</p>	<p>Section I. Instructions to Bidders</p> <p>Currencies of Bid and Payment Clause 15.1</p> <p>&</p> <p>Section II. Bidding Data Sheet (BDS)</p> <p>ITB 15.1 (Additional Para)</p>	<p>I. The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS. The Bidder shall quote in the currency of the Purchaser's Country for the portion of the bid price that corresponds to the expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the BDS.</p> <p>(a) The currency of the Bid shall be Indian National Rupees (INR).</p> <p>The currency(ies) of the payment shall be as quoted in the bid by the Supplier. The commission paid towards the exchange of foreign currencies shall be recovered from the bill of the Supplier.</p>	<p>Due to the RBI regulations, foreign companies cannot hold INR account overseas, thus, we cannot accept the INR payment up to CIF. We can accept USD. Although from the port to your site, the payment currency shall be in INR.</p>	<p>Please refer Corrigendum I - Revised Tender document.</p>
<p>9.</p>	<p>ITB 19.1 (Additional Para)</p>	<p>(a) A Bid Security is required in two parts (In Indian Rupees).</p>	<p>Please advise what does "the two parts" means. Do we have to give two separate bid security?</p>	<p>Please refer Corrigendum I - Revised Tender document. Bid Security in the form of Bank Guarantee as mentioned in BDS clause no. ITB 19.1.</p>
<p>10.</p>	<p>ITB 19.3 (d)</p>	<p>The Bidder shall submit with his Bid a Bid Security for the sum mentioned in BDS/NIT by partially by E-payment and partially BG as specified in ITB 19.1 above.</p>	<p>Same as above, how we should separate the Bid security to E-payment and BG. We request to combine the Bid security to BG only. Otherwise, the procedure will become complicated. And, E-payment is just a direct payment to Maha Metro, other than cost of documents, and can keep a room to</p>	<p>Please refer Corrigendum I - Revised Tender document.</p>

			lead the bidder a room to pay whatever they want.	
11.	ITB 19.8 (Additional Para)	The Bid security, in both the forms, as specified in ITB 19.1 above shall be submitted by the lead member in case of JV/Consortium.	Please advise which "both the forms" we need to give.	Bid Security in the form of Bank Guarantee as mentioned in BDS clause no. ITB 19.1.
12.	ITB 22.1 (Additional Para)	For bid submission purposes: -No physical submission of bid is allowed. The bid submission has to be strictly done through e-tender portal of MAHARASHTRA METRO RAIL CORPORATION LIMITED. The deadline for online submission of bids is: Date: As per NIT Bidders must submit their bids electronically only. The electronic bidding submission procedures shall be:	Please re-confirm that the bidder needs to submit the bid through e-tender portal only. We understand that we have to submit the Bid Security/Bank Guarantee only by scanning the copy.	Tender conditions prevail.
13.	ITB 32.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in different currencies into a single currency is: Indian Rupees. The source of exchange rate shall be as per foreign exchange rate of Financial Benchmarks India Pvt. Ltd (FBIL).1) For purpose of evaluation of past experience in technical package, the date for the exchange rate shall	Please let us know why FBIL is used. Generally, we see applying government owned State Bank of India's rate. Also, please advise us which page we should refer for	As per RBI Notification: RBI/2018-19/34 DBR.Ret.BC.No.01/12.01.001/2018-19 Dated: August 02, 2018 for using FBIL as source of exchange rate. Tender conditions prevail.

		be close of business on the day twenty-eight (28) day before the latest date of bid submission.2) For comparisons and evaluations of financial bids the exchange rate shall be the rate on last date stipulated for submission of the bid.	getting the rate. Please share the rate at the time of Pre-bid meeting as a sample, because the latest bid submission date is to be 4th Dec and the applied rate should be 6th Nov.	
14.	ITB 33.1	Domestic Preference - In terms of the Public Procurement (Preference to Make of India), Order 2017 dated 15.06.2017 along with its amendments thereof is applicable.	Please confirm that the Domestic Mill needs to pass the eligibility criteria first to be applied for the Domestic Preference clause. We are pointing out the risk of Maha Metro to putting the Domestic Preference clause. In case if the order 9000mt will be split after the submission of the bid, the cost of delivery (per MT) will increase because the cargo will reach India basically in a single vessel.	Tender conditions prevail. However, we confirm that domestic mill needs to pass eligibility criteria & to be approved for Domestic Preference Clause. Tender Conditions Prevail.
15.	ITB 34.8 (Additional Para)	Domestic Preference - In terms of the Public Procurement (Preference to Make of India), Order 2017 dated 15.06.2017 and its amendments thereof shall apply.		
16.	ITB 34.9 (Additional Para)	Variations, deviations, alternative offers and other factors which are not in line with the requirement and conditions of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Purchaser shall not be taken into account in Bid evaluation.	Please advise any format for the deviation list, or otherwise we will incorporate in the letter form, which would be carefully considered by the purchaser.	Format for deviation list is not given in the Tender document as statement of deviations in any form is not permitted in this Tender.
17.	ITB 39.1	Maha Metro shall have the right to award the contract by increasing or decreasing the quantity/ies mentioned in price schedule by 30%.	Varied quantity may affect the cost of supply, so basically the right of changing the quantity is acceptable until the contract signing. After the contract signing, only the delivery allowance is acceptable for the	Tender conditions prevail.

<p>18.</p>	<p>Section IX. Special Conditions of Contract</p> <p>ADDITIONAL CLAUSES:</p> <p>1. QUANTITY VARIATION:</p>	<p>1.1 The quantities of items as shown Section VII. Schedule of Requirements may vary and the supplier shall be bound to supply the quantities as varied at the same rate as specified in the BOQ subject to positive variation in the quantity being limited to 30% of the total original quantity in the contract. Maximum decrease in quantity is limited to 30% of total original quantity.</p> <p>The supplier shall obtain confirmation regarding actual quantity variation from the purchaser, after the supply has been done to the extent of at least 75% of quantity.</p> <p>1.2 Additional quantity of rails as per the above quantity variation when ordered shall be supplied in additional instalments at mutually agreed interval but not later than 3 months from the date of last supply.</p>	<p>quantity variation. Because, in case of 9,000MT order, if Maha Metro decides to purchase it after the 9,000MT delivery is completed. The freight cost of less than 2,700MT delivery is different from 9,000MT of 4,500MT. Which Maha Metro needs to understand and accept the price increase.</p>	
<p>19.</p>	<p>ITB 34.5</p>	<p>The Bidder shall quote as DAP Range Hill Depot and Vanaz Depot in Pune, or at any other location in PUNE METROPOLITAN REGION as directed by the Engineer. The materials shall be delivered duly stacked in Range Hill Depot and Vanaz Depot in Pune or at any other location in PUNE METROPOLITAN REGION as directed by the Engineer. Loading and unloading has to be done by supplier only. Unloading of rails will be done from trailer at cost of supplier in countable</p>	<p>The stacking of UIC 60 kg 1080 Gr. Prime (Class-A) Rails may be done on a firm leveled ground (in the place of platform as specified in IRS T-12-2009) with spacers as wooden logs (in the place of Mild Steel Flats). Dunnage Rails would be used as dunnage for stacking of the New Rails.</p>	<p>Tender conditions prevail.</p>

		manner as specified in Railway Guidelines for stacking.		
Section III. Evaluation and Qualification				
20.	Clause no. 3: Financial Situation and Performance Subclause no. 3.3: Profitability	Profit before Tax should be Positive during last 2(two) years or any three years, out of the last five audited financial years. In Case of JV-The profitability of only lead member shall be evaluated.	We propose for amendment of the clause as: "Profit before Tax should be Positive during last 2(two) years or any one year, out of the last five audited financial years."	Tender conditions prevail.
21.	Evaluation and Qualification	Complete Section as per Tender document.	We understand that the custom duty is directly paid to the authority from Maha Metro. And as a fact, the custom duty rate shall be impact Maha Metro's cost, so we would like to propose to consider the custom duty rate difference as one of parameters when you evaluate the financial bid.	Tender conditions prevail.
22.	Eligibility & Qualification Criteria - Item No. 4 - Similar Experience	I. Supply of a minimum quantity of 90,000 (0.09 Million) Metric Tons of rails during last seven years, out of which minimum 45000 Metric Tons of Rails should have been supplied to countries outside the country of production.	Please provide the definition of international standards. Do you mean the standards which are followed in important & major railway systems in the countries outside the country of origin, like UIC, EN, BS.	International Standards shall mean EN-13674-3 (Latest) or equivalent. Rail profile shall mean UIC60 and 60E1.

		<p>II. Out of the Rails supplied to other countries, 22500 Metric Tons of Rails supplied should be Head Hardened in last seven years as per international standards similar to be procured in this Contract. At least 20% of such supplies should be of (UIC 60) or similar rail profile section similar to present Bid.</p> <p>III. Documentary evidence of Head Hardened (HH) Rails manufacturing facilities certified by internationally accredited agency is to be submitted along with the bid.</p> <p>1) Bidder shall furnish year wise and consignee wise details of supply during last seven years.</p> <p>2) The bidder shall also furnish the details of supplies made for the goods being procured in this contract. Details should include a performance certificate which should include purchase order details, name of purchaser, the railway projects/MRTS Project, where used/ being used, the design speed and axle load of the section, quantity of rails supplied and period of supply. The details of address, contract person, fax/e-mail is also to be furnished. In absence of the above</p>	<p>Please also clarify what do you mean by such supplies should be of UIC60 or similar rail profile, similar to the present rail. Does it mean that the experience is restricted to supply of UIC 60 & 60E1 rails.</p>	
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		<p>statement/details, offer will be summarily rejected.</p> <p>3) Quantity of successfully delivered portion of any supply up to latest Bid submission date will also be considered for qualification of experience criteria.</p> <p>4) For completed supply, value of work done shall be updated to latest Bid submission date price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year.</p>		
<p>Section IV. Bidding Forms</p>				
23.	Form FIN-3.1:	Financial Situation and Performance	Japanese Financial Services Agency provides Audit Standard which restricts the objects to be audited by Auditor. Financial Statements and Internal Rule are specified as objects to be audited. Therefore, such individual is out of objects to be audited and we cannot get the document audited. We are going to attach the Audit report, which have been audited, and extract the numbers from it to the form to meet your requirements.	Agreed. However, the extracts from Audit Reports shall be certified by Chartered Accountant in India.
24.	Form FIN - 3.4:	Current Contract Commitments / Works in Progress		Agreed. However, the extracts from Audit Reports shall be certified by Chartered Accountant in India.

25.	Form EXP-4.1:	Experience		Tender conditions prevail.
26.	Form FIN-3.5 Proforma for Banking Reference for Liquidity BANK CERTIFICATE	This is to certify that M/s.....is a reputed company with a good financial standing. 	We propose to amend the said line to “This is to certify that M/s is a reputed company with a good financial standing.” The omitted phrase would not be undertaken by the certifying bank.	Tender conditions prevail.
27.	Price Schedule Forms	Price Schedule: Goods Manufactured within the Purchaser’s Country.	The price schedule in reference is not as per supply of goods from within the purchaser’s country.	Please refer Corrigendum I - Revised Tender document.
Section V. Eligibility Criteria and Social and Environmental responsibility				

28.	Eligibility Criteria and Social and Environmental responsibility	1. Natural or legal persons (including all members of a joint venture or any of their subcontractors) shall not be awarded contract if, on the date of submission of an application or of a bid or on the date of award of a contract, they:.....	New Clause to be added: As per Railway Board Guidelines, Developmental Order for new Domestic Vendors should be included in the tender.	Tender conditions prevail.
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Section VII. Schedule of Requirements

29.	1. List of Goods and Delivery Schedule	<table border="1"> <thead> <tr> <th colspan="3">Delivery DAP Pune, Date</th> </tr> <tr> <th>Earliest Delivery Date</th> <th>Latest Delivery Date</th> <th>Bidder's offered Delivery date [to be provided by the bidder]</th> </tr> </thead> <tbody> <tr> <td>Delivery DAP at Pune from date of Establishment of Letter of Credit is 180 days for first</td> <td>Delivery DAP at Pune from date of Establishment of Letter of Credit is 330 days for second</td> <td><i>[insert the number of days following the date of signature of the Contract]</i></td> </tr> </tbody> </table>	Delivery DAP Pune, Date			Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]	Delivery DAP at Pune from date of Establishment of Letter of Credit is 180 days for first	Delivery DAP at Pune from date of Establishment of Letter of Credit is 330 days for second	<i>[insert the number of days following the date of signature of the Contract]</i>	<p>Please Explain the expression earliest Delivery Date for LOT 1 (180 days from LC) and Latest Delivery Date for Lot 2 (330 days from LC)</p> <ol style="list-style-type: none"> Does this mean that the Supplier has to deliver the first lot within 180 days or it is allowed to deliver the rails also later? Our understanding is that the clause for Liquidated Damages start for both (1+2) lots with the end of the latest delivery date. We need to extend the latest delivery date to 12 months (for both lots). <p>After 12 months Liquidated damages (GCC 27 and SCC) would be applicable, unless we get an extension of time for the delivery by the Purchase. We request that the supply may please be taken as CIF, as we have no</p>	<ol style="list-style-type: none"> First Lot of 4500MT shall be supplied within 180 days from the date of establishment of Letter of Credit. Liquidated damages shall be levied against delay in delivery of each lot separately. Second Lot of 4500MT shall be supplied within 330 days from the date of establishment of Letter of Credit. <p>Tender conditions prevail.</p> <p>Tender conditions prevail.</p>
Delivery DAP Pune, Date													
Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]											
Delivery DAP at Pune from date of Establishment of Letter of Credit is 180 days for first	Delivery DAP at Pune from date of Establishment of Letter of Credit is 330 days for second	<i>[insert the number of days following the date of signature of the Contract]</i>											

		lot of qty 4500 MT	lot of qty 4500 MT		<p>permanent establishment in India and transport of rails in India is very complicated process. We suggest the contract may be converted to CIF.</p> <p>Our experience of dealing with road transporters in India has been full of problems as the transport industry is not geared to transport 18 M long rails. The reason being SAIL, who are supplying of 1 Million rails to Indian Railways are supplying by Indian Railways system and thus there is no business of road transportation of rails.</p>	
30.	<p>5. Inspections and Tests</p> <p>5.1 Inspection:</p>	<p>The supplier shall submit detailed Inspection & Testing Plan (ITP) as per IRS-T-12:2009 (Latest with all correction slips) to the purchaser for approval before commencement of manufacturing of rails. The following inspections and tests shall be performed:</p> <p>The Purchaser and its authorised representative shall be entitled, during manufacture, fabrication and preparation at any places where work is being carried out, to inspect, examine and test the Materials and workmanship, and to check the progress of manufacture, of all materials to be supplied under the Contract. The Supplier shall give them full opportunity to inspect, examine, measure and</p>			<p>Maha Metro shall inform the Supplier the name of the authorized representative/third party inspector within two week after the contract signing, to avoid the arrangement for the inspection at the mill.</p>	Tender conditions prevail.

		<p>test any stores in supplier's premises or wherever carried out.</p> <p>The Supplier shall give due notice to the Purchaser/its representative whenever such stores is ready, before packaging, covering up or putting out of view. The Purchaser/its representative/its authorised inspecting authority shall then carry out the inspection, examination, measurement or testing without unreasonable delay. If the Supplier fails to give such notice, he shall, when required by the Purchaser/its representative, uncover such stores and thereafter reinstate and make good at his own cost.</p>		
<p>31.</p>	<p>GCC 26.1</p>	<p>Inspection: The purchaser and its authorized representative shall be entitled, during manufacture, fabrication and preparation at any places where work is being carried out, to inspect, examine and test the Materials and workmanship, and to check the progress of manufacture, of all materials to be supplied under the Contract. The Supplier shall give them full opportunity to inspect, examine, measure and test any stores in supplier's premises or wherever carried out.</p>	<p>There is a difference in highlighted part from above.</p> <p>In case if Supplier decide the inspection agency, the fairness and neutrality of the inspection is flawed. We advise the Purchaser to decide the Third party inspector, and have a contract with them. (also the cost shall be borne by Purchaser in that case.) This is a general practice in other Metro operators.</p>	<p>Tender conditions prevail.</p>

		<p>The Supplier shall give due notice to the Purchaser/its representative whenever such stores is ready, before packaging, covering up or putting out of view. The Purchaser/its representative/its authorized inspecting authority shall then carry out the inspection, examination, measurement or testing without unreasonable delay. If the Supplier fails to give such notice, he shall, when required by the Purchaser/its representative, uncover such stores and thereafter reinstate and make good at his own cost.</p> <p>Supplier will engage inspection agency, which will be approved by MAHARASHTRA METRO RAIL CORPORATION LIMITED, who will inspect the consignment before dispatch and the proof of inspection to be made in our plant.</p>		
<p>32.</p>	<p>5. Inspections and Tests 5.2 Testing:</p>	<p>The Supplier shall provide all documents and other information necessary for all types of testing and such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as are necessary to carry out such tests efficiently.</p> <p>The Supplier shall agree, with the Purchaser/its representative, the time and place for the testing of any Plant, Materials and other parts of the supplies as specified in</p>	<p>The highlighted part has deviation. Please clarify which will be applied.</p>	<p>Please refer Corrigendum I - Revised Tender document.</p>

		<p>the Contract. The Purchaser/its representative shall give the Supplier not less than 24 hours' notice of his intention to attend the tests. The Supplier shall provide sufficient suitably qualified and experienced staff to carry out the tests specified in the Contract.</p> <p>If the Purchaser/its representative does not attend at the time and place agreed, or if the Supplier & the Purchaser/its representative agree that the Purchaser/its representative/ its authorised inspecting authority shall not attend, the Supplier may proceed with the tests, unless the Purchaser/its representative instructs the Supplier otherwise. Such tests shall be deemed to have been made in the Purchaser/its representative/its authorised inspecting authority's presence. The Supplier shall promptly forward to the Purchaser/its representative duly certified reports of the tests. If the Purchaser/its representative/its authorised inspecting authority has not attended the tests, he shall accept the readings as accurate. When the specified tests have been passed, the Purchaser/its representative/its authorised inspecting authority shall endorse</p>		
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		<p>the Supplier's test certificate, or issue a certificate to him, to that effect.</p> <p>The expense of conducting such Tests shall be borne by the Supplier.</p>		
<p>33.</p>	<p>GCC 26.1</p>	<p>Testing: The Supplier shall provide all documents and other information necessary for all types of testing & such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as are necessary to carry out such tests efficiently. The Supplier shall agree, with the Purchaser/its representative, the time and place for the testing of any Plant, Materials and other parts of the supplies as specified in the Contract. The Purchaser/its representative shall give the Supplier not less than 5 days notice of his intention to attend the tests. The Supplier shall provide sufficient suitably qualified and experienced staff to carry out the tests specified in the Contract. If the Purchaser/its representative does not attend at the time and place agreed, or if the Supplier and the Purchaser/its representative agree that the Purchaser/ its representative/its authorised inspecting authority shall not attend, the Supplier may proceed with the tests, unless the Purchaser/its</p>		

		<p>representative instructs the Supplier otherwise. Such tests shall be deemed to have been made in the Purchaser/its representative/its authorised inspecting authority's presence.</p> <p>Cost of Purchaser/its representative/its authorised inspecting authority's attendance including travel: Third party inspection cost to be borne by supplier including costs of the inspection, travelling and accommodation costs complete in all respects. Quoted rate must include these element also.</p>		
34.	<p>5. Inspections and Tests</p> <p>5.6 Cost of Purchaser/its representative/its authorised inspecting authority's attendance including Travel</p>	<p>The Purchaser shall bear the cost of attendance including travel by the Purchaser/its representative/its authorised inspecting authority for the purpose of sub-clauses 5.1 & 5.2. The cost of attendance including travel by the Purchaser/its representatives/its authorised inspecting authority for the purpose of sub-clause 5.3 shall also be borne by the Supplier.</p>	<p>As per above no. 17 , in order to assure the fairness and neutrality of the Third party inspection, Maha Metro should choose the Third party inspector and bear the cost. We understand the 5.6 remains.</p>	<p>Tender conditions prevail.</p>
35.	<p>GCC 26.1</p> <p>&</p> <p>GCC 26.3</p>	<p><u>GCC 26.1:</u></p> <p>Cost of Purchaser/its representative/its authorised inspecting authority's attendance including travel: Third party inspection cost to be borne by supplier including costs of the inspection,</p>		

		<p>travelling and accommodation costs complete in all respects. Quoted rate must include these element also.</p> <p>The Supplier shall promptly forward to the Purchaser/its representative duly certified reports of the tests. If the Purchaser/its representative/its authorised inspecting authority has not attended the tests, he shall accept the readings as accurate. When the specified tests have been passed, the Purchaser/its representative/its authorised inspecting authority shall endorse the Supplier's test certificate, or issue a certificate to him, to that effect.</p> <p>The expense of conducting such Tests shall be borne by the Supplier.</p> <p><u>GCC 26.3:</u> 1) Cost of Purchaser/its representative/its authorised inspecting authority's attendance including Travel: Third party inspection costs to be borne by supplier including costs of the inspection, travelling and accommodation costs complete in all respects. Quoted rate must include this element also.</p>		
36.	5. Inspections and Tests	Each item of material shall become the property of the Purchaser, when it has been accepted by the purchaser or payment thereof, either in part or	Ownership of the material will be transferred at the time of Maha Metro receiving the Bill of Lading of the Cargo. Also, the risk of the cargo will	Tender conditions prevail.

	5.5 Ownership of Materials:	full, has been made. The Supplier shall, however, continue to bear the risk in respect of such items that continue to remain in his custody.	be decided based on the Incoterms only.	
37.	GCC 26.9 (Additional Clause)	Ownership of Materials: Each item of material shall become the property of the Purchaser, when it has been accepted by the purchaser or payment thereof, either in part or full, has been made. The Supplier shall, however, continue to bear the risk in respect of such items that continue to remain in his custody.		
38.	5. Inspections and Tests 5.7 Post-Dispatch Inspection:	In addition to the pre-dispatch/pre-shipment inspection, the material/supplies shall also be physically inspected by Purchaser/its representative/its authorised inspecting authority at Pune at temporary storage areas after taking delivery from the port to check for any damages during transit/shipment. The material, which is classified as damaged shall be rejected. The supplier shall be immediately advised about the damaged material for his verification within 15 days of such intimation, if he so desires.	Cost of Post-Dispatch inspection is not under Supplier's responsibility.	Tender conditions prevail.
Section IX. Special Conditions of Contract				
39.	GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:	We would prefer that the independent panel (which has no former relationship to the purchaser) of arbitrators. The people for the	Tender conditions prevail.

		<p>ARBITRATION & RESOLUTION OF DISPUTES:</p> <ol style="list-style-type: none"> 1) The Arbitration and Conciliation Act - 1996 of India shall be applicable 2) Purchaser and the supplier shall make every necessary effort to resolve amicably by direct and informal negotiation any disagreement or dispute arising between them under or in connection with contract. 3) Arbitration If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to supply/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions: <ol style="list-style-type: none"> (a) Matters to be arbitrated upon shall be referred to a sole Arbitrator where the total value of claims does not exceed Rs.1.5 million. Beyond the claim limit of Rs.1.5 million, there shall be three Arbitrators. For this purpose, the Purchaser will make out a panel of engineers with the requisite qualifications & professional experience. This 	<p>arbitration should be named by an independent authority, for instance by a public court of India.</p>	
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		<p>panel will be of serving or retired engineers of Government Departments or of Public Sector Undertakings;</p> <p>(b) For the disputes to be decided by a sole Arbitrator, a list of three engineers taken from the aforesaid panel will be sent to the supplier by the Purchaser from which the supplier will choose one;</p> <p>(c) For the disputes to be decided by three Arbitrators, the Purchaser will make out a list of five engineers from the aforesaid panel. The supplier and Purchaser shall choose one Arbitrator each and the two so chosen shall choose the third Arbitrator from the said list, who shall act as the presiding Arbitrator;</p> <p>(d) Neither party shall be limited in the proceedings before such Arbitrators(s) to the evidence or the arguments put before the Conciliator;</p> <p>(e) The Conciliation and Arbitration hearings shall be held in Nagpur only. The language of the proceedings that of the documents and communications shall be English and the awards shall be made in writing. The Arbitrators shall always give item-wise and reasoned awards in all</p>		
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		<p>cases where the total claim exceeds Rs.One million; and</p> <p>(f) The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties.</p> <p>4) Interest on Arbitration Award: Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.</p> <p>5) Cost of Arbitration: The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Purchaser from time to time.</p> <p>6) Jurisdiction of Courts Where recourse to a Court is to be made in respect of any matter, the Purchaser and the supplier agree to the sole jurisdiction of High Court of Judicature at Bombay - Nagpur Bench, Nagpur.</p> <p>7) Suspension of Work on Account of Arbitration</p> <p>The reference to Conciliation / Arbitration shall proceed notwithstanding that the Supplies shall not then be or be alleged to be complete, provided always that the obligations of the Purchaser/its representative and the supplier shall</p>		
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		not be altered by reasons of arbitration being conducted during the progress of the Supplies. Neither party shall be entitled to suspend the supplies or part of the supplies to which the dispute relates on account of arbitration and payments to the supplier shall continue to be made in terms of the Contract		
40.	GCC 16.1	<p>The standard payment terms subject to recoveries, if any, under the Liquidated Damages Clause in General Conditions of Contract will be as under:</p> <ol style="list-style-type: none"> 1. 75% payment on inspection, shipment and on receipt of all shipping documents. 2. 15% payment on arrival of material at port in purchaser's country. 3. 10% payment on receipt of goods at site in Pune in undamaged condition. <p>Payment of foreign currency (freely convertible international trading currency) portion shall be made to the supplier through negotiable Letter of Credit (LC). LC shall be irrevocable and divisible. Part payment is allowed. LC is opened through Banker of the Purchaser based at Pune. LC opening charges shall be borne by the Purchaser, however, Bank charges on LC amendment, if any,</p>	<p>We propose either of the following payment terms for supplies from indigenous manufacturer:</p> <p>(a) (i) 90% payment on proof of inspection and dispatch documents as specified, on receipt of specified documents. (ii) balance 10% payment on receipt of supplies at destination/site. (mentioned above are payment terms of Railway Board for indigenous manufacturers)</p> <p>(b) 100% payment against "Letter of Credit" which is provided for imports.</p>	Tender conditions prevail.

		at the request of supplier shall be to Supplier's account. All other charges shall be to Supplier's account.		
41.	GCC 16.1	<p>The standard payment terms subject to recoveries, if any, under the Liquidated Damages Clause in General Conditions of Contract will be as under:</p> <ol style="list-style-type: none"> 1. 75% payment on inspection, shipment and on receipt of all shipping documents. 2. 15% payment on arrival of material at port in purchaser's country. 3. 10% payment on receipt of goods at site in Pune in undamaged condition. <p>Payment of foreign currency (freely convertible international trading currency) portion shall be made to the supplier through negotiable Letter of Credit (LC). LC shall be irrevocable and divisible. Part payment is allowed. LC is opened through Banker of the Purchaser based at Pune. LC opening charges shall be borne by the Purchaser, however, Bank charges on LC amendment, if any, at the request of supplier shall be to Supplier's account. All other charges shall be to Supplier's account.</p>	<p>As a general practice and to avoid complicated procedure, we suggest to make the payment procedure into two part (assuming the LC payment for foreign supplier):</p> <ol style="list-style-type: none"> 1. 90% payment at the time of shipment 2. 10% payment on receipt of goods at site in Pune in undamaged condition. Documentation of international payment transaction is complicated and time consuming for both the parties. <p>LC amendment request, subject to the deviation from Supplier's request (of LC wordings), shall be at the account of Purchaser.</p> <p>We will give a request/format of LC wordings based on the agreed conditions after signing the contract to support Maha-Metro.</p>	<p>Tender conditions prevail.</p> <p>Tender conditions prevail.</p> <p>LC wording shall be as per Purchaser's Bank format.</p>

		<p>LC shall be opened for contract value whereas release of payment shall be based on the submission of respective documents as per condition of tender i.e. Lot 1 and Lot 2 and based on delivery schedule and the payment schedule is indicated above.</p> <p>LC may be opened separately for two lot of supply as per delivery schedule.</p>		
42.	GCC 16.1	<p>The standard payment terms subject to recoveries, if any, under the Liquidated Damages Clause in General Conditions of Contract will be as under:</p> <ol style="list-style-type: none"> 1. 75% payment on inspection, shipment and on receipt of all shipping documents. 2. 15% payment on arrival of material at port in purchaser's country. 3. 10% payment on receipt of goods at site in Pune in undamaged condition. <p>Payment of foreign currency (freely convertible international trading currency) portion shall be made to the supplier through negotiable Letter of Credit (LC). LC shall be irrevocable and divisible. Part payment is allowed. LC is</p>	<p>The Letter of Credit shall be irrevocable, commercially and technically acceptable from a first class bank who are conversant with international trading. The purchaser's bank in which the L/C will be opened will also deal with Corresponding Bank in Austria, suggested by the supplier and normally it is the bank with whom the supplier has dealings. This facilitates the operation of L/C and payment of funds promptly.</p> <p>90% payment should be made immediately on presentation of shipping documents. 10% payment should supplier and normally it is the bank with whom the supplier has dealings. This facilitates the operation of L/C and payment of funds promptly.</p>	Tender conditions prevail.

		<p>opened through Banker of the Purchaser based at Pune. LC opening charges shall be borne by the Purchaser, however, Bank charges on LC amendment, if any, at the request of supplier shall be to Supplier's account. All other charges shall be to Supplier's account.</p> <p>LC shall be opened for contract value whereas release of payment shall be based on the submission of respective documents as per condition of tender i.e. Lot 1 and Lot 2 and based on delivery schedule and the payment schedule is indicated above.</p> <p>LC may be opened separately for two lot of supply as per delivery schedule.</p>	<p>90% payment should be made immediately on presentation of shipping documents. 10% payment should be made within 30 days of delivery of material in Nagpur. We suggest multiple 10% payment as the deliveries will be spread over 4 to 5 months.</p>	
43.	GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60 days. The interest rate for payments in Indian currency that shall be applied at the rate of Prime Lending Rate advised by State bank of India applicable on date of occurrence.</p>	<p>We propose the payment delay period be amended to 30 days from date of MRN of supplied quantity.</p>	Tender conditions prevail.
44.	GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60 days. The interest rate for payments in Indian currency that shall be applied at the rate of Prime Lending Rate</p>	<p>Shall be agreed during the contract signing.</p>	Tender conditions prevail.

		advised by State bank of India applicable on date of occurrence.		
45.	GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60 days. The interest rate for payments in Indian currency that shall be applied at the rate of Prime Lending Rate advised by State bank of India applicable on date of occurrence.	The payment delay not acceptable in such international trading by L/C. The payment is made on presentation of the shipping documents to the L/C opening bank. The delays in payment even if for 60 days are liable to lead delays in deliveries of rails.	Tender conditions prevail.
46.	GCC 17.3	<p>The following taxes, duties and fees exemptions apply to the Contract: Waiver of Taxes / concessional custom duty etc.</p> <p>1. Government of India, vide notifications No. 42/96 - customs dated 23.07.1996 as amended time to time in excursive of powers conferred by subsection (6) of heading 98.01 of the first schedule in the custom tariff has notified MSTS project in the category of project import for assessment of custom duty at concessional rate. All the process of project import registration, deposits of security money (if any) to custom authority and refund back after the completion of imported supplies shall be responsibility of supplier. The supplier shall indemnify MAHARASHTRA METRO RAIL CORPORATION LIMITED of clearance and projects imports proceedings. Upon receipt of</p>	<p>The supplier shall carry out Project Import Registration for which the Maha Metro shall provide the supplier necessary letter of recommendation for applying to Customs Department. Maha Metro shall also pay, if there is any requirement of payment of deposit with Customs Department. This is a normal request and has been followed by all the Metros.</p> <p>Maha Metro shall make online payment for which Bill of Entry & TR6 challan in regard to payment of Customs Duty shall be provided to Maha Metro to make the payment within 36 hours of presentation of the aforesaid documents. This has also been followed by the Metro customers without any problem.</p> <p>We request that payment of port charges should be done by Maha Metro, as being followed by other Metros and Mumbai Entry Tax may</p>	<p>Tender conditions prevail.</p> <p>Maha Metro shall extend support to the supplier by furnishing necessary letter of recommendation for applying to Customs Department.</p>

		<p>request from supplier, MAHARASTRA METRO RAIL CORPORATION LIMITED will facilitate a recommendation /sponsoring letter from State Government for project import registration as per Notification No.25/2014. The supplier shall submit the copies of project import registration proceedings, bill of entry and custom duty documents to MAHARASHTRA METRO RAIL CORPORATION LIMITED for official records.</p> <p>2. The rates quoted by the Bidder shall include all kinds of duties, taxes, Cess & other levies payable as per GST, except Custom duty at concessional rate, direct or indirect leviable under Central, State or Local Bodies Acts or Rules, duties, levies, octroi, tolls, royalties, seigniorages, cess and similar imposts that may be prevailing from time to time in respect of transactions.</p> <p>The custom duty at concessional rate by project import registration in terms of GOI notification no. 42/96-custom dated 23.7.96 will be directly paid to Custom authority by MAHARASHTRA METRO RAIL CORPORATION LIMITED on submission of Custom Duty Demand Notice from Custom Authority by contractor 3</p>	<p>please be got waived off as the project pertains to Maharashtra.</p> <p>If this rule changes in the duration of the agreement, then Maha Metro will undertake the additional burden due to change in tax rules. In short any changes in tax duty structures, resulting in extra burden on supplier shall be borne by NMRCL.</p>	
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		working day in advance of payment based on documents of material dispatched. All the work of project import registration and custom / port clearance to be done by supplier at own cost. MAHARASHTRA METRO RAIL CORPORATION LIMITED will facilitate recommendation / sponsoring letter from Ministry of Urban Development / Government of India for Project import registration.		
47.	GCC 26.9 (Additional Clause)	Overseas training: Training to be arranged by supplier for 20 Man days, which include cost of training. The travel, boarding and lodging expenses for this purpose shall be borne by the Employer i.e. MAHARASHTRA METRO RAIL CORPORATION LIMITED.	Please inform what training is required, scope, and plan of the training related to rail manufacturing.	Please refer Corrigendum I - Revised Tender document. Para related to "Overseas Training" under G.C.C Clause no.26.9 is Deleted.
48.	PART 4 E-TENDERING PROCEDURE	1. Preparation of online Briefcase: All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage.	As we are aware that this is a e-tender, we would like to know the criteria and the order of each bidding documents. (How the "Briefcase" would be named, and lined on the browser. and to put which file to which "Briefcase" should be instructed by Maha Metro.) We assume that the Briefcase may be "Technical Package" and "Commercial Package" only, but if there are any other Briefcase, please let us know to avoid mistakes in the submission process. What we see in the past experience that the criteria/order/category can be shown in the display as a "folder" at the time of submitting the bid on the system. It should be better to be instructed "how	The procedure depicted on the e-tendering portal is self-explanatory. However, in case the bidder is facing any difficulties with the procedure, they may contact the support staff of Maha-Metro for assistance as per the contact information provided in the tender documents.

			and which folder" we should upload which item, to avoid the last minute trouble.	
49.	PART 4 E-TENDERING PROCEDURE	<p>7. Short listing of Contractors for Financial Bidding Process:</p> <p>The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The shortlisted Contractors will be intimated by email.</p>	Please advise from whom will this e-mail sent, and to whom is Maha Metro giving this email by when.	Email will be sent to the bidders eligible for financial package opening by Maha-Metro.



[Handwritten Signature]
 22/01/18
 DGM (Procurement),
 Maha-Metro, PMRP