

Maharashtra Metro Rail Corporation Limited

Pune Metro Rail Project

Corrigendum IV

Dated: 15-12-2018

**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

**Tender Portal No.** 158

Sr. No.	Volume & Clause no	Existing Bid Document	Revised Bid Document
1	Section VII. Schedule of Requirements  3. Technical Specifications  Technical Specifications of 60E1(UIC 60) HH Rails	1. The rails shall be manufactured tested and supplied in accordance with IRS-T12-2009 -1080 grade HH (with latest amendment). Please also refer to Annexure 'A'.	1. The rails shall be manufactured tested and supplied in accordance with IRS-T12-2009 -1080 grade HH (with latest amendment).
2	Section VII. Schedule of Requirements  5. Inspections and Tests  5.6 Cost of Purchaser/its representative/ its authorised inspecting authority's attendance including Travel:	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.	The Purchaser shall bear the cost of attendance including travel by the <u>Purchaser/its representative</u> for the purpose of sub-clauses 5.1 & 5.2. The cost of attendance including travel by the <u>Purchaser/its representatives</u> for the purpose of sub-clause 5.3 shall be borne by the Supplier.
3	Section II. Bidding Data Sheet (BDS)  ITB 8.2	Such modification in the form of an addendum will be uploaded on the e-tendering portal <a href="http://mahametro rail.eternders.in">http://mahametro rail.eternders.in</a> within the date given in NIT, which shall be available for all the prospective Bidders who have purchased the Bidding Documents in the Bid period. Without prejudice to the general order of precedence prescribed in the Clause 1.5 of GCC	Such modification in the form of an addendum will be uploaded on the e-tendering portal <a href="http://mahametro rail.eternders.in">http://mahametro rail.eternders.in</a> within the date given in NIT, which shall be available for all the prospective Bidders who have purchased the Bidding Documents in the Bid period. Without prejudice to the general order of precedence prescribed in the Clause <u>GCC 2.2</u>

		and Clause 1 of SCC, the provisions in any such addenda shall take priority over the Invitation to Bidders and Bidding Documents previously issued. Bidder shall ensure these documents should be submitted along with their original Bid documents submission. These all addendums, corrigendum and clarifications shall be part of the contract agreement.	<u>(Additional Clause) of Special Conditions of Contract</u> , the provisions in any such addenda shall take priority over the Invitation to Bidders and Bidding Documents previously issued. Bidder shall ensure these documents should be submitted along with their original Bid documents submission. These all addendums, corrigendum and clarifications shall be part of the contract agreement.
4	Section IX. Special Conditions of Contract  GCC 2.2 (Additional Clause): Priority of Documents		The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: (a) the Contract Agreement (if any), (b) the Letter of Acceptance, (c) the Special Conditions of Contract, (d) the General Conditions of Contract (e) the Pricing Document / BOQ, (f) the work requirement & technical specifications, (g) the Drawings, (h) the Letter of Tender, (i) any other documents forming part of the Contract.  If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

Enclosed: -

1. Annexure-I – Reply of Pre-Bid Queries
2. Annexure-II – Corrected Letter of Bid

**Addl. General Manager (Procurement),  
Maha-Metro, PMRP**

**Maharashtra Metro Rail Corporation Limited**

**Pune Metro Rail Project**

**Replies to Pre-bid Queries**

**Dated: 15-12-2018**

**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;

**Tender Portal No.** 158

Sl. No.	Tender Clause No.	Existing Tender Clause	Bidder's Query	Reply of Maha Metro
<b>Section IV. Bidding Forms</b>				
1.	Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported	1.a 18m long rails 4500 MT 1.b 25m long rails 4500 MT	As per tender, the length of rails required is 18 meter (4,500 MT) 1 <sup>st</sup> Lot and 25 meter (4,500 MT) 2 <sup>nd</sup> lot.  We requested Maha Metro to consider length of Rail as 18 meter for entire supplies.	Tender conditions prevail.

<b>Section VII. Schedule of Requirements</b>		
2.	<p>3. Technical Specifications</p> <p>Technical Specifications of 60E1 (UIC 60) HH Rails</p>	<p>1. The rails shall be manufactured tested and supplied in accordance with IRS-T12-2009 - 1080 grade HH (with latest amendment). Please also refer to Annexure 'A'.</p>
		<p>We could not find Annexure 'A'.</p>
		<p>Please refer corrigendum IV.</p>
<b>Section VII. Schedule of Requirements</b>		
<b>Section IX. Special Conditions of Contract</b>		
3.	<p><b>Section VII. Schedule of Requirements</b></p> <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 &amp; 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>Further, regarding cost of inspection &amp; testing, below 2 comments are contradictory.</p> <p>We would like to understand who will bear the cost of Third Party Inspection?</p> <p>As per the standard practice the responsibility and cost of choosing Third Party Inspection agency is with buyer.</p> <p>Please check and confirm for safety sake.</p>
		<p>Please refer corrigendum IV.</p>

4.	<p>Section Special Conditions Contract</p> <p>GCC 26.3</p>	<p>IX. of</p> <p>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>	<p>About the cost who bears the TPI and the trip.</p> <p>In the clarification, it is not correctly answered, means that all the bidder's understandings are not same, so the price will be affected.</p> <p>Contradiction is happening in two parts of the tender docs.</p>	Tender conditions prevail.
5.	<p>Section Special Conditions Contract</p> <p>GCC 28.5</p>	<p>IX. of</p> <p>Period of repair during warranty will depends on repairable quantity. However, the initial period of repair will be within 15 days.</p>	<p>Repair does not apply on rails. Warranty of rails shall apply as per IRS T-12/2009.</p>	Please refer corrigendum IV.
6.	<p>Section IV. Bidding Forms Letter of Bid</p> <p>Clause (m)</p>	<p>We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:</p> <p>Name of Recipient Address Reason Amount</p> <p><i>[If none has been paid or is to be paid, indicate "none."]</i></p>	<p>This condition may not be applicable. You are requested to delete this clause and also its consequent effect in other parts of bid document.</p>	Please refer Annexure-II- corrigendum IV.

*Satyajit A* 15.12.18

Addl. General Manager (Procurement),  
Maha-Metro, PMRP

Letter of Bid

[The Bidder shall prepare his Letter of Bid on a Letterhead paper specifying his name and address]

Date: \_\_\_\_\_  
ICB No.: \_\_\_\_\_  
Invitation for Bid No.: \_\_\_\_\_  
Alternative No.: \_\_\_\_\_  
To: \_\_\_\_\_

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB8)

(b) We have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.4.

(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedule specified in the Schedule of Requirements the following Goods:

(e) The total price of our Bid, excluding any discounts offered in item (f) below is:

(f) In case of only one lot, total price of the Bid

(g) In case of multiple lots, total price of each lot

(h) In case of multiple lots, total price of all lots (sum of all lots)

(i) The discounts offered and the methodology for their application are: NOT APPLICABLE

i. The discounts offered are:

ii. The exact method of calculations to determine the net price after application of discounts is shown below:

(j) Our bid shall be valid for a period of 120days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(k) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 of the Bidding Documents;

(l) We are not participating, as a Bidder or a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB13;

(m) As and when required, on demand of purchaser, the bidder shall provide the details of paid or will pay the commissions, gratuities or fees with respect to the bidding process or execution of the Contract in the following format:

Name of Recipient	Address	Reason	Amount
[If none has been paid or is to be paid, indicate "none."]			



(n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(p) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

Note: Para (e) to (h) of letter of bid are not to be included in Technical Proposal

