

Replies to Pre-bid Queries

Name of Work: Supply of Fastening System for Ballastless Track for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot (Vanaz & Range Hill) of Pune Metro Rail Project

Tender No. : P1-T04/2018, Dated 07.12.2018;

Date of Pre-bid Meeting: 15.12.2018

Sl. No.	Tender Clause No.	Existing Tender Clause	Bidder's Query	Reply of Maha Metro
Section I. Instructions to Bidders				
1.	11. Documents Comprising the Bid	11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid (as specified in BDS).	Please clarify and confirm that the "Letter of Bid" is part of Price Bid Package submission? As it refers to the Total Bid Price and discounts and the same shall be opened along with the "Price Sheet Schedule".	The "Letter of Bid" is part of Technical Bid. Bid price shall be filled in Price Schedule forms i.e. Form No.11 & Form No.12.
2.	14. Bid Prices and Discounts	14.3 The price to be quoted in the Letter of Bid shall be the total price of the bid, excluding any discounts offered. 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid.	Please clarify and confirm that the Final Bid Price shall be submitted as per "Price Sheet Schedule" and no discount can be offered separately in the "Letter of Bid" or any other manner during Tender submission and opening stage.	Please refer BDS Clause no. ITB 14.4
3.	20. Format and Signing of Bid	20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked	In the e-tender platform Original & copy of bid need to be submitted or only Original? Please clarify.	Please refer BDS Clause no. ITB 20.1

		“ALTERNATIVE.” In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail, (Modified as per BDS).		
Section II. Bidding Data Sheet (BDS)				
4.	ITB 14.3	The prices quoted by the Bidder shall be fixed and not adjustable.	Please clarify and confirm that the Final Bid Price shall be submitted as per “Price Sheet Schedule” and no discount can be offered separately in the “Letter of Bid” or any other manner during Tender submission and opening stage.	Tender conditions BDS Clause no. ITB 14.3 and BDS ITB 14.4 shall prevail.
5.	ITB 14.4	Prices should be quoted for each item of Fastening System as per schedule of requirement. No discounts are allowed.		
6.	ITB 11.4 (Additional para)	Technical Package	There is no ITB 11.4 is found in Instruction to bidder which is mentioned in the BDS - please clarify.	BDS Clause no. ITB 11.4 is an Additional para.
Section II. Bidding Data Sheet (BDS)				
7.	ITB 4.1	Maximum No. of JV Partners allowed is THREE (03). The lead partner in case of a JV/Consortium shall be the one who meets relevant qualification criteria in Section III of the bid document. Lead partner must have maximum share in JV and not less than 40% participation in the JV/Consortium. Partners having less than 20% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.	Since Vossloh System 336 is comprising of the 10 Nos. of Components, out of which 3 Nos. of components comprising of 25% - 28% of the total value of supply are coming from Europe and supplied by VFS, Germany (In Euros) and the remaining percentage of the supply is coming from India and supplied through a Vossloh Group company directly to Metros in INR. The imported components comprise of about 25% - 28% of the total value of supply.	Tender conditions prevail.

		In case of a JV/Consortium, the Lead Partner is required to submit the Performance Guarantee against the warranty.	<p>The principal warrantor and provider of single point guarantee is Vossloh fastening Systems GmbH, Germany, therefore to enable Vossloh Fastening Systems GmbH, Germany to participate in the referred tender, we hereby request Maha Metro to change the current clause to:</p> <p>Therefore, in order to enable Vossloh Fastening Systems GmbH to participate in this Bid: P1-T04/2018, the Lead partner (VFS, Germany in this case) must have maximum share in JV and not less than 20% participation in the JV/Consortium.</p>	
8.	ITB 18.1	The bid validity period shall be: 180 days.	<p>Please clarify that the bid validity period is:</p> <ol style="list-style-type: none"> 1. 180 days + 28 days from the date of submission? OR 2. 180 days + 56 days from the date of submission? 	The bid validity period is 180 days from the latest date of submission of bid.
9.	ITB 39.1	The maximum percentage by which quantities may be increased is: 30%. The maximum percentage by which quantities may be decreased is: 30%. The variation of quantity shall be applicable within stipulated delivery period.	<p>We would like to bring to your attention that a +/- 30% variation in quantities shall create confusion for production planning and the subsequent delivery schedule, as the fastening system is not an off the shelf item and requires a third party inspection for each & every lot offered to be delivered as per the approved ITP.</p> <p>And in addition to above - the theoretical prediction of the impact of a + / - 30% quantities shall not do justice to the market price of the fastening system at the time of Bid.</p>	Tender conditions prevail.

		<p>(Delivered Duty Paid) basis as per bid document inclusive of all taxes as per GST, levies, cess and Custom Duty etc. as applicable in the purchaser's country, Custom duty to be paid by the supplier, which is not to be reimbursed by Maharashtra Metro Rail Corporation Limited and similar imposts that may be prevailing from time to time in respect of transactions.</p> <p>.....</p> <p>.....</p>	<p>the various rate if we invoice component wise.</p> <table border="1" data-bbox="1057 260 1532 639"> <thead> <tr> <th>Item</th> <th>HSN Code</th> <th>GST Rate</th> </tr> </thead> <tbody> <tr> <td>Metallic Component</td> <td>73251000 - Ribbed Base Plate 73181500 - T- Head Bolt & Anchor Bolt</td> <td>18%</td> </tr> <tr> <td>Plastic Component</td> <td>8608000 - Intermediate pad, EVA Pad, Insulating Bush and Collared washe</td> <td>5%</td> </tr> </tbody> </table> <p>If we consider Notification_200617_1- Issued by Railway Board (enclosed) and in particular Chapter 86 Cat 8, the applicable GST rates shall be 5%.</p> <p>Hence in this case there is an ambiguity the applicable GST rate and as a purchaser, Maha Metro should either specify the HSN code under which supplier shall invoice to Maha Metro and alternatively Maha Metro can modify Bid BOQ to incorporate component wise basic price and applicable GST rates and that will facilitate Maha Metro to evaluate the Bid price with and without GST.</p> <p>We also would like to bring to your kind attention that GST rate should be charged by all suppliers in the same HSN Code classification to make the bid comparison correctly.</p>	Item	HSN Code	GST Rate	Metallic Component	73251000 - Ribbed Base Plate 73181500 - T- Head Bolt & Anchor Bolt	18%	Plastic Component	8608000 - Intermediate pad, EVA Pad, Insulating Bush and Collared washe	5%	<p>A bid submitted with any misleading information shall be treated as nonresponsive and shall be rejected without assigning any reason by the purchaser.</p>
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		<p>reimbursed by Maharashtra Metro Rail Corporation Limited and similar imposts that may be prevailing from time to time in respect of transactions.</p> <p>.....</p> <p>.....</p> <p>Documents with regard to Custom duty will be required to be submitted. In view of above, the Bidders are advised to quote the price inclusive of all taxes, levies, duties, Cess as per GST/Custom tariff act, royalty, etc. and other incidental charges required to fulfill the tender conditions including statutory deduction viz., TDS towards Income Tax etc. after considering ITB 14.7 to 14.18 above. (including custom duty)</p> <p>.....</p> <p>.....</p>	<p>Maha Metro is a project owner and importer of Rail Fastening System 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>	
<p>Section III-A: Domestic Preference (ITB 33.1) Annexure-B Section VII. Schedule of Requirements</p>				
<p>12.</p>	<p>Section III-A: Domestic Preference (ITB 33.1) Annexure-B</p>	<p>The minimum 'Local Content' for the work shall be 80%.</p>	<p>To meet provision under "Make in India Policy - 2017" (for 'Divisible Work) - The minimum 'Local Content' for the work shall be 80% - We will reduce the import of imported components of fastening system 336 to</p>	<p>Tender conditions prevail.</p>

	Provision under "Make In India Policy-2017" (For 'Divisible' works)		meet the make in India Policy, In general we import the following components 1. Tension clamp 2. Helical Spring & 3. Elastic pad (2 Hole & 4 Hole).	
13.	Section VII. Schedule of Requirements Technical Specifications ANNEXURE-A1	The Bidder should submit details of proposed qualified manufacture for individual component of proposed Ballast less fastening systems along with details of successful supply in the past to user railway administrations in Annexure "A1". Adequate documentary evidence to prove the authenticity, and confirmation that these manufacturing units are acceptable, shall be enclosed with these lists, which may include test results, reports, certificates, brochures, etc. Approval of engineer will be required for the manufacturing unit of all the components at the execution stage. This approval will be considered based upon quality of product to be established by testing and capability of production unit past record of supply etc.	To meet the make in India policy - 2017 we have developed new vendor for imported components in India as well. As per the technical specification of fastening system we will submit all the documents like ISO certificate, BVQI inspection reports as per the approved ITP (ITP was approved by DMRC) however, we will carry the testing as per the approved ITP of Pune metro in case order awarded to us, plant and machinery, lab facility, credential of the company along with the quality standards etc...Therefore, with all these documents will Pune metro approve respective vendor for supply of components in case our respective sub supplier meet the standards. Please kindly clarify sir.	Tender conditions prevail.
14.	Section III-A: Domestic Preference (ITB 33.1)	Pursuant to the policy of the Government of India for 'Make in India' and promoting manufacturing and production of goods and services in India, Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry has issued 'Public Procurement (Preference to Make in India), Order 2017' vide No.P-	We would like to bring to your attention that in "Order 2017" vide No.P-45021/2/2017-B.E.-II dt.15th June 2017" issued by Ministry of Commerce & Industry, Department of Industrial Policy and Promotion, Government of India.	Tender conditions prevail.

		<p>45021/2/2017-B.E.-II dt.15th June 2017, Office Memorandum F.No.K-14011/09/2014/UT-II/MRTS/C O-ORD of Government of India, Ministry of Housing & Urban Affairs dated 14th Nov 2017 and K-14011/26/2018-MRTS-II, Government of India date 27th July 2018, shall be applicable in this tender.</p> <p>1. Make in India Policy: ‘Local Content’ (Applicable to this bid) :-</p> <p>The salient features of the said policy are highlighted below:-</p> <p>i. Local Content: ‘Local Content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p> <p>ii. Local Supplier: ‘Local Supplier’ means a supplier or service provider whose product or service offered for procurement meets the minimum ‘Local Content’ as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.</p> <p>The minimum ‘Local Content’ for the work shall be 80 % which should be certified as below:-</p> <p>.....</p> <p>.....</p>	<p>Subject Titled: “Public Procurement (Preference to make in India) order 2017”</p> <p>In the clause No. 5 of the above order - the minimum local content mentioned is to be 50% only.</p> <p>However, as per the referred tender conditions, the minimum local content of the works is specified to be as 80%.</p> <p>In addition to above the condition of having 80% local content as a stipulation for any company to participate in the referred tender shall restrict fair & active competition. Also By allowing only the companies with 80% local content would deny the fundamental right of companies having less than 80% local content in competitively participating in an open tender and hence denying right of equal opportunity.</p> <p>In view of above, we hereby request Maha metro to kindly revise the minimum percentage of local content to the original 60% of the total value of the supplies.</p>	
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<p>15.</p>	<p>Section III-A: Domestic Preference (ITB 33.1)</p>	<p>Provision under “Make In India Policy-2017” (For ‘Divisible’ works)</p>	<p>In regards to the referred Section III-A: Domestic Preference (ITB 33.1) Provision under “Make In India Policy-2017” (For ‘Divisible’ works)</p> <p>Since the referred policy is only applicable on “Divisible” works, which means, a work / product capable of being divided for the same or single works / project.</p> <p>Since the bid is for procurement of fastening systems is for a project to be executed in single phase for both the lines; L1 & L2, therefore we request Maha Metro to please clarify or confirm, that in case of invocation of purchase preference clause, whether Maha Metro shall award the contract to 2 different suppliers having 2 different fastening systems and having different installation methodology.?</p>	<p>Please refer corrigendum II.</p>
<p>16.</p>	<p>Section VII. Schedule of Requirements</p> <p>3. Technical Specifications of Fastening System</p>	<p>The Bidder should submit the drawing, standard specifications, allowable tolerances, dimensions of assembly and components of fastening system. Inspection Test plan to be submitted after award of Contract. The same will be approved by Engineer. The Bidder should submit details of proposed qualified manufacture for individual component of proposed Ballast less fastening systems along with details of successful supply in the past to user railway administrations in Annexure “A1”. Adequate documentary evidence to prove the authenticity, and</p>	<p>We would like to bring to your attention that the existing suppliers of various type of fastening systems in India have a specified percentage of imported content based on the no. of components being imported such as tension clamp or ERC Clip / Helical Spring or Compression Spring etc. Therefore, we request Maha Metro to verify the credentials of the sub-suppliers having required past experience as per the tender conditions at the of time bid evaluation, which may have direct impact on the requirement of the condition of having</p>	<p>Tender conditions are self-explanatory.</p>

	<p>confirmation that these manufacturing units are acceptable, shall be enclosed with these lists, which may include test results, reports, certificates, brochures, etc. Approval of engineer will be required for the manufacturing unit of all the components at the execution stage. This approval will be considered based upon quality of product to be established by testing and capability of production unit past record of supply etc.</p>	<p>the minimum percentage of local content in total value of supplies.</p>	
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Section IV Bidding Forms

<p>17.</p>	<p>Price Schedule Forms</p> <p>Form No.11 PRICE SCHEDULE FORMS (BILLS OF QUANTITIES)</p> <p>Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be imported</p>	<p>Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be imported</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="6">Currencies in accordance with ITB Sub-Clause 15</td> <td>Date:</td> <td></td> </tr> <tr> <td colspan="6"></td> <td>Tender No:</td> <td></td> </tr> <tr> <td colspan="6"></td> <td>Page II</td> <td>of</td> </tr> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> </tr> <tr> <th>Line Item No</th> <th>Description of Goods</th> <th>Country of Origin</th> <th>Delivery Date as DDP Pune as specified in schedule of requirement</th> <th>Quantity and physical unit</th> <th>DDP Pune Rate in accordance with ITB 14.8 (b) (i) per line item in INR/ USD/ EURO</th> <th>Total Price per Line item (Col. 5x6)</th> <th>Remarks</th> </tr> <tr> <td>1.0</td> <td>Supply of Track Fastening System for Pune Metro System as per Technical Specifications</td> <td>[insert country of origin of the Good]</td> <td>[insert quoted Delivery Date]</td> <td>Per rail seat</td> <td>[insert total DDP rate currency-wise per line item]</td> <td>[insert total price currency wise of the line item]</td> <td>DDP Pune Price include the Price of inland transportation and other services required, all kinds of duties, taxes, cess & other levies payable as per GST etc and inclusive Custom Duty as applicable in the purchaser's country, custom duty at concessional rate direct or indirect leviable under Central, State or Local Bodies Acts or Rules, duties, levies, octroi, tolls, royalties, seigniorages, and similar imports to convey the goods to their final destination, as specified in BBS ITB 14.8</td> </tr> <tr> <td>1.1</td> <td>2 Hole Fastening System</td> <td></td> <td></td> <td>174000</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.2</td> <td>4 Hole Fastening System</td> <td></td> <td></td> <td>77000</td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="6" style="text-align: right;">Total Price</td> <td></td> <td></td> </tr> </table>	Currencies in accordance with ITB Sub-Clause 15						Date:								Tender No:								Page II	of	1	2	3	4	5	6	7	8	Line Item No	Description of Goods	Country of Origin	Delivery Date as DDP Pune as specified in schedule of requirement	Quantity and physical unit	DDP Pune Rate in accordance with ITB 14.8 (b) (i) per line item in INR/ USD/ EURO	Total Price per Line item (Col. 5x6)	Remarks	1.0	Supply of Track Fastening System for Pune Metro System as per Technical Specifications	[insert country of origin of the Good]	[insert quoted Delivery Date]	Per rail seat	[insert total DDP rate currency-wise per line item]	[insert total price currency wise of the line item]	DDP Pune Price include the Price of inland transportation and other services required, all kinds of duties, taxes, cess & other levies payable as per GST etc and inclusive Custom Duty as applicable in the purchaser's country, custom duty at concessional rate direct or indirect leviable under Central, State or Local Bodies Acts or Rules, duties, levies, octroi, tolls, royalties, seigniorages, and similar imports to convey the goods to their final destination, as specified in BBS ITB 14.8	1.1	2 Hole Fastening System			174000				1.2	4 Hole Fastening System			77000				Total Price								<p>We would like to inform you that Vossloh Fastening Systems GmbH, Germany is not incorporated in India and has been supplying fastening Systems comprising of components coming from Europe and components coming from VFS's authorised sub-suppliers in India through Vossloh Group Subsidiary incorporated in India and like VFS, every other fastening supplier shall have some components coming from outside of India.</p> <p>In order to achieve correct comparison of costs for the referred bid, we hereby request Maha Metro to exclude the customs duty on the imported Components from the price bid BOQ for goods coming from abroad, wherein the Bidder / supplier shall be quoting the CIF Price, the Costs for clearing the goods and Costs for bringing the goods to the site including unloading and</p>	<p>Please refer above reply under Sl. No. 10. Further, the revised Form No. 11 as enclosed with this Corrigendum may also be referred to.</p>
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			<p>stacking, and Maha Metro shall be paying the customs duty.</p> <p>This shall also eradicate any possibilities of unforeseen mistakes or misinterpretation by bidders during Bid stage.</p> <p>Further to above, we would like to bring to your attention that identical practice has been followed in Kochi Metro and recently concluded Chennai Metro Extn tender.</p> <p>Please refer to the enclosed proposed price schedule: For Goods Manufactured Outside the Purchaser's Country.</p>	
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<p>18.</p>	<p>Price Schedule Forms</p> <p>Form No.12 PRICE SCHEDULE FORMS (BILLS OF QUANTITIES) Price Schedule: Goods Manufactured in the Purchaser's Country</p>	<p style="text-align: center;">PRICE SCHEDULE FORMS (BILLS OF QUANTITIES) Price Schedule: Goods Manufactured in the Purchaser's Country</p> <p>Purchaser's Country _____ Currencies in accordance with ITB Sub-Clause 15 _____ Date: _____ TCB No: _____</p> <p>Alternative No: _____</p> <p>Page <u> </u> of <u> </u></p> <table border="1"> <thead> <tr> <th>1</th> <th>2</th> <th>3</th> <th>4</th> <th>5</th> <th>6</th> <th>7</th> <th>8</th> <th>9</th> <th>10</th> </tr> <tr> <th>Line Item N°</th> <th>Description of Goods</th> <th>Delivery Date as specified in schedule of requirement</th> <th>Quantity and physical unit</th> <th>Unit price EXW</th> <th>Total EXW price per line item (Col. 4*5)</th> <th>Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination</th> <th>Cost of local labor, raw materials and components with origin in the Purchaser's Country % of Col. 5</th> <th>GST and other taxes considered in Col.6 (in accordance with ITB 14.8)</th> <th>Total Price per line item (Col. 6+7)</th> </tr> </thead> <tbody> <tr> <td>1.0</td> <td>Supply of Track Fastening System for Pune Metro System as per Technical Specifications</td> <td>[insert quoted Delivery Date]</td> <td>Per rail seat</td> <td>[insert EXW unit price]</td> <td>[insert total EXW price per line item]</td> <td>[insert the corresponding price per line item]</td> <td>[insert cost of local labor, raw material & components from within the Purchase's country as a % of the EXW price per line item]</td> <td>[insert GST and other taxes]</td> <td>[insert total price per item]</td> </tr> <tr> <td>1.1</td> <td>2 Hole Fastening System</td> <td></td> <td></td> <td>174000</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.2</td> <td>4 Hole Fastening System</td> <td></td> <td></td> <td>77000</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="9" style="text-align: right;">Total Price</td> <td></td> </tr> </tbody> </table>	1	2	3	4	5	6	7	8	9	10	Line Item N°	Description of Goods	Delivery Date as specified in schedule of requirement	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4*5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components with origin in the Purchaser's Country % of Col. 5	GST and other taxes considered in Col.6 (in accordance with ITB 14.8)	Total Price per line item (Col. 6+7)	1.0	Supply of Track Fastening System for Pune Metro System as per Technical Specifications	[insert quoted Delivery Date]	Per rail seat	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert cost of local labor, raw material & components from within the Purchase's country as a % of the EXW price per line item]	[insert GST and other taxes]	[insert total price per item]	1.1	2 Hole Fastening System			174000						1.2	4 Hole Fastening System			77000						Total Price										<p>For Components being supplied from India - We hereby would like to bring to your notice that there are different GST rates applicable in the tariff schedule; below are the various rate if we invoice component wise.</p> <table border="1"> <thead> <tr> <th>Item</th> <th>HSN Code</th> <th>GST Rate</th> </tr> </thead> <tbody> <tr> <td>Metallic Components</td> <td>73251000 - Ribbed Base Plate 73181500 - T- Head Bolt & Anchor Bolt</td> <td>18%</td> </tr> <tr> <td>Plastic Components</td> <td>8608000 - Intermediate pad, EVA Pad, Insulating Bush and Collared washer.</td> <td>5%</td> </tr> </tbody> </table> <p>If we consider Notification_200617_1- Issued by Railway Board (enclosed) and in particular Chapter 86 Cat 8, the applicable GST rate shall be 5%.</p> <p>Hence in this case there is an ambiguity of the applicable GST rate and as a purchaser, Maha Metro should either specify the HSN code under which the supplier shall invoice to Maha Metro and alternatively Maha Metro can modify the Bid BOQ to incorporate component wise basic price and applicable GST rates and that will facilitate Maha Metro to evaluate the Bid price with and without GST.</p> <p>The identical practice is being done by DMRC and other metros for bids procuring the fastenings directly.</p>	Item	HSN Code	GST Rate	Metallic Components	73251000 - Ribbed Base Plate 73181500 - T- Head Bolt & Anchor Bolt	18%	Plastic Components	8608000 - Intermediate pad, EVA Pad, Insulating Bush and Collared washer.	5%	<p>Please refer above reply under Sl. No. 10. Further, the revised Form No. 12 as enclosed with this Corrigendum may also be referred to.</p>
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			<p>We also would like to bring to your kind attention that GST rate should be charged by all suppliers in the same HSN Code Classification to make the bid comparison correctly.</p>	
<p>19.</p>	<p>Form No. 25 Form of Joint Bidding Agreement</p>	<p>.....</p> <p>2. The Lead Member is hereby authorized by the Members of JV/Consortium and Parties to the JV/Consortium Agreement to bind the JV/Consortium, incur liabilities and receive instructions for and on behalf of all Members. It is agreed by all the Members that entire execution of the Contract including payment shall be carried out exclusively through the Lead Member.</p> <p>11. It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as follows:</p>	<p>The fastening System comprises the components to be imported which shall be around 25% - 28% of the total value of supply and shall be Invoiced in Euros and the remaining components shall be supplied from India and shall be invoiced in INR.</p> <p>Both the lead member and the second party are having their respective bank accounts to receive the payments. In case of VFS, Germany the payments shall be made in Euros through an L/C as per tender conditions and in case of the 2nd party, the payments shall be made in INR as per the tender conditions.</p> <p>Therefore, in order to enable Vossloh Fastening Systems GmbH, to participate in this bid, we request Maha Metro to allow the bidder to replace the referred clause no. 2 by:</p> <p>Clause No. 2- <i>The Lead Member is hereby authorized by the Members of JV/Consortium and Parties to the JV/Consortium Agreement to bind the JV/Consortium incur liabilities and receive instructions for and on behalf of all Members. It is agreed by all the Members that entire</i></p>	<p>Please refer SCC Clause no. GCC 16.1</p>

			<i>execution of the Contract shall be carried out as per the agreed scope of works and as mentioned in the Clause No. 11 of this agreement and the respective payments shall be carried out against the submission of invoices by consortium members in their respective currencies and in bank accounts mentioned as an annexure to the consortium agreement.</i>	
Section VII. Schedule of Requirements				

20.	1. List of Goods and Delivery Schedule	Name of the Work: Supply of Fastenings System for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot of Pune Metro Project.								<p>The delivery timelines shall depend upon the approval of ITP and opening of L/C, therefore we request Maha Metro to consider realistic timelines for deliveries and change the start of delivery from the date of contract signing.</p> <p>In addition to above, we would like bring to your notice that imported components shall take minimum lead time to manufacture and ship the imported components is about 16 to 20 weeks to reach Indian Port and about 3 - 4 weeks for clearance and bring the goods to Maha Metro Stores in Pune after processing the import registration documentation.</p> <p>Therefore, we request Maha Metro to give at least 6 months for the first Lot from the date of contract signing or opening of L/C.</p>	Please refer corrigendum II.
Line Item No	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BOS	Delivery at DDP Pune, Date Installation from date of issue of LOA within				Bidder's offered Delivery date [to be provided by the bidder]		
					4 months	7 months	10 months	12 months			
1.0	Supply of Track Fastening System for Ballast less track for Pune Metro System as per Technical Specifications			Range Hill depot (Agricultural College Area)/Vandz Depot Pune or at any other location in PUNE METROPOLITAN REGION as directed by the Engineer					<i>[insert the number of days following the date of signature of the Contract]</i>		
1.1	2 Hole Fastening System	174000	Per rail seat		43500	43500	43500	43500			
1.2	4 Hole Fastening System	77000	Per rail seat		19250	19250	19250	19250			
	Total	251000									

21.	1. List of Goods and Delivery Schedule	Name of the Work: Supply of Fastenings System for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot of Pune Metro Project.								Please extend the 1 st lot of delivery within 7 months instead of 4 months.	Please refer corrigendum II.
Line Item No	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BOS	Delivery at ODP Pune, Date installation from date of issue of LOA within				Bidder's offered Delivery date [to be provided by the bidder]		
1.0	Supply of Track Fastening System for Ballast less track for Pune Metro System as per Technical Specifications			Range Hill depot (Agricultural College Area)/Vandz Depot Pune or at any other location in PUNE METROPOLITAN REGION as directed by the Engineer	4 months	7 months	10 months	12 months	[insert the number of days following the date of signature of the Contract]		
1.1	2 Hole Fastening System	174000	Per rail seat		43500	43500	43500	43500			
1.2	4 Hole Fastening System	77000	Per rail seat		19250	19250	19250	19250			
	Total	251000									

<p>22.</p>	<p>Delivery Schedule</p>	<p>Name of the Work: Supply of Fastenings System for North-South Corridor-1 and East-West Corridor-2 including Connectivity to Depot of Pune Metro Project.</p> <table border="1"> <thead> <tr> <th rowspan="3">Line Item No</th> <th rowspan="3">Description of Goods</th> <th rowspan="3">Quantity</th> <th rowspan="3">Physical unit</th> <th rowspan="3">Final (Project Site) Destination as specified in BOS</th> <th colspan="4">Delivery at ODP Pune, Date Installation from date of issue of LOA within</th> <th rowspan="3">Bidder's offered Delivery date [to be provided by the bidder]</th> </tr> <tr> <th>4 months</th> <th>7 months</th> <th>10 months</th> <th>12 months</th> </tr> </thead> <tbody> <tr> <td>1.0</td> <td>Supply of Track Fastening System for Ballast less track for Pune Metro System as per Technical Specifications</td> <td></td> <td></td> <td>Range Hill depot (Agricultural College Area)/Vandz Depot Pune or at any other location in PUNE METROPOLITAN REGION as directed by the Engineer</td> <td></td> <td></td> <td></td> <td></td> <td>(insert the number of days following the date of signature of the Contract)</td> </tr> <tr> <td>1.1</td> <td>2 Hole Fastening System</td> <td>174000</td> <td>Per rail seat</td> <td></td> <td>43500</td> <td>43500</td> <td>43500</td> <td>43500</td> <td></td> </tr> <tr> <td>1.2</td> <td>4 Hole Fastening System</td> <td>77000</td> <td>Per rail seat</td> <td></td> <td>19250</td> <td>19250</td> <td>19250</td> <td>19250</td> <td></td> </tr> <tr> <td colspan="2">Total</td> <td>251000</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Line Item No	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BOS	Delivery at ODP Pune, Date Installation from date of issue of LOA within				Bidder's offered Delivery date [to be provided by the bidder]	4 months	7 months	10 months	12 months	1.0	Supply of Track Fastening System for Ballast less track for Pune Metro System as per Technical Specifications			Range Hill depot (Agricultural College Area)/Vandz Depot Pune or at any other location in PUNE METROPOLITAN REGION as directed by the Engineer					(insert the number of days following the date of signature of the Contract)	1.1	2 Hole Fastening System	174000	Per rail seat		43500	43500	43500	43500		1.2	4 Hole Fastening System	77000	Per rail seat		19250	19250	19250	19250		Total		251000								<ol style="list-style-type: none"> 1. Within 04 months it impossible to complete supply 43500 & 19250 units due to 1st stage raw materials order placement & get delivery of raw materials, it will take time after that start of production for supply. Please extend 1st delivery schedule upto 07 months instead of 04 months. 2. Our understanding is that the clause for liquidated damages start for both (1+2+3+4) lots with the end of the latest delivery date. 3. We need to extend the latest delivery date to 04 months from the existing (applicable for 04 lots). After 12 months liquidated damages (GCC and SCC) would be applicable, unless we get an extension of time for delivery by the purchaser. We request that the supply may please be taken as CIF basis. 	<p>Please refer corrigendum II.</p>
Line Item No	Description of Goods	Quantity						Physical unit	Final (Project Site) Destination as specified in BOS	Delivery at ODP Pune, Date Installation from date of issue of LOA within				Bidder's offered Delivery date [to be provided by the bidder]																																												
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<p>23.</p>	<p>5. Inspections and Tests</p>	<p>Vertical static stiffness of complete fastening system - No sliding, yield or cracking is allowed for the Fastener parts. Static stiffness shall be calculated in the secant range 5-80kN.</p>	<p>Secant range of 5 to 80 kN was as per old version of EN - 13146 - 4 (2002) whereas, As per table - 1 of RDSO Annexure - C2 of "procedure for Safety Certification and Technical Clearance of Metro Systems" shall be as per latest versions of EN - 13146 - 4 (2012) & EN - 13481 - 5 (2012), accordingly Secant range L to 34.4 kN for Cat B.</p>	<p>Please refer Corrigendum II.</p>																																																						
<p>24.</p>	<p>5. Inspections and Tests</p>	<p>Effect of repeated loading - Test load & fastening position will be taken as per EN - 13481 - 6.</p>	<p>The EN standard 13481 - 6 does not exist and hence should be referred to EN - 13481 - 5 (2012).</p>	<p>Please refer Corrigendum II.</p>																																																						

<p>25.</p>	<p>5. Inspections and Tests</p>	<p>Table-1 Test Plan for Fastening system (bonded & Non-bonded) for Ballast less Track</p>	<p>Foot Note to be added - "All latest versions of National / International standards, specifications, nomenclature, parameters are to be updated / followed for all components wherever applicable.</p> <p>Reasons - "Some of the technical specifications / standards referred in the railway board approval for fastening system 336 for components vide letter no. 20A9/Proj/MAS19/z dated 21.05.2010 have been withdrawn 1 update and re issued. Due to these changes some of the parameters and testing procedure for components have been changed. Metros such as DMRC have already been taken cognizant of these changes and adopted to new specification and parameter".</p>	<p>Please refer Corrigendum II.</p>
<p>26.</p>	<p>5. Inspections and Tests</p>	<p>The following inspections and tests shall be performed: Tests as per performance Criteria Following assembly tests will be carried out by selecting the components of assembly by the Engineer in charge or his representative. The assembly of rail fastening system shall be tested to the following specifications (Table 1) for different technical parameters and should meet the acceptance criteria as mentioned in the following table. Test report of the reputed independent institute/laboratory will have to be submitted. The testing is to be done for</p>	<p>Instead of repeating the test, we request Maha Metro to accept the latest available test report done for DMRC CT-11 contract. Independent lab test as per EN 13481-5 is a type test and is meant for qualification of design concept of the fastening system. The test is not designed to be performed for every project if the component specification (mechanical, chemical, dimensional properties) remains the same as the one used for all previous supplies of Vossloh 336 in India. The equivalence of component specification of supply in the current tender can easily be established by the drawings</p>	<p>Tender conditions prevail.</p>

		Cat B as specified in EN-13481- Part-I 2012 & EN-13481-5: 2012 with rail section to be used in proposed system if other design particulars are meeting the requirement of Cat-B.	and technical specification provided in the submission as well as the factory acceptance tests. Besides, avoidance of this test would reduce the complexity of the project in terms of logistics, lead-time, and additional cost of testing.	
27.	6. Bidder's Technical Proposals	6.1 Requirements for Bidder's Technical Proposals The Bidder's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the performance criteria issued by Ministry of Railways vide their letter No.2009/Proj/MAS/9/2 dated 21.05.2010. The Bidder's Technical Proposals shall demonstrate such compliance. The Bidder's Technical Proposals shall establish the intended safety standards followed and installation and testing practices.	The requirement in contract under "3. Technical Specifications of Fastening System" section is to comply with Annexure-C2; Part-A: Performance criteria of fastening system for Ballastless track on Metro Railways/MRTS system issued by M.O.R, Govt. of India vide Procedure for Safety Certification and Technical Clearance of Metro Systems (December 2015). Please clarify which version of MOR letter shall be complied.	Please refer corrigendum II.
<p>Section VIII. General Conditions of Contract Section IX. Special Conditions of Contract</p>				
28.	Section VIII. General Conditions of Contract Clause no. 11. Inspections and Audit by the Agency	11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep accurate and systematic accounts and records, in respect of the Goods in such form and details as will clearly identify relevant time changes and costs. 11.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Agency	We request Maha Metro to clarify or confirm the following point about the costs related to Third Party Inspection agency: 1. The cost of engaging a Third Party Inspection agency shall be borne by the purchaser. 2. In case if any authorised representative of Maha Metro	Please refer Corrigendum II.

	<p>Section IX. Special Conditions of Contract</p> <p>GCC 26.1</p>	<p>and/or persons appointed by the Agency to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Agency if requested by the Agency.</p> <p>1) Inspection: 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 test any stores in supplier's premises or wherever carried out.</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>intends to witness the inspections or intends to visit the manufacturing facility in India or Abroad, then as per Vossloh Corporate guidelines and the European Union Compliance guidelines the expenses such as Air tickets / Hotel and any expense of personal nature etc. shall be borne by the Purchaser or its representative. However the supplier shall bear the Cost of testing of components and shall coordinate the visits and shall ensure the inspections are conducted as per the approved ITP and the conditions acceptable to the purchaser.</p>	
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<p>29.</p>	<p>Section IX. Special Conditions of Contract</p> <p>GCC 16.1</p>	<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> <p>For Imported Components</p> <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> <p>100% payment on receiving of materials at Pune site in good condition.</p> <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's 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 Supplier's account. All other charges shall be to Supplier's account.</p> <p>LC shall be opened as per quarterly cash flow statement based on delivery schedule and the payment schedule indicated in sub-clause above.</p>	<p>Please clarify the terms of payment which is not found in the BDS.</p> <p>Please allow Global tenders standard payment terms supply from outside from purchasers country i.e.</p> <p>90% on submission of Shipping documents.</p> <p>10% Receipt of materials at DPP, Pune stores.</p>	<p>Tender conditions prevail.</p>
<p>Notice Inviting Tender</p>				

30.	Date & time of submission of Bid	Online submission up till 16.00 Hrs. on 02.01.2019 in Maha-Metro's e-tender portal.	Due to Christmas and New Year holiday our partner for supply of imported components in Germany were closed. So we request you to please extend the bid submission up till 25.01.2019.	Please refer Corrigendum I.
31.	Date & time of submission of Bid	Online submission up till 16.00 Hrs. on 02/01/2019 in Maha-Metro's e-tender portal.	In lieu of the upcoming 2-3 weeks of Annual Christmas & New year holidays in Europe and since there are many queries to be clarified at this stage, we hereby request Maha Metro to kindly extend the last date of submission by at least 5 weeks, that is, until 11 th February 2019.	Please refer Corrigendum I.
32.	Pre-bid Meeting	On 15.12.2018 at 11.00 Hours in the Office of Maharashtra Metro Rail Corporation Limited, 1st Floor, The Orion, Opposite Don Bosco Youth Centre, Koregaon Park, Pune- 411001.	Seems one mistake occurred for submission of queries date. All most offices including Bank is now going to be close for Christmas & New Year Holiday. Please consider to extend the Bid submission closing date	Please read last date of submission of queries for Pre-bid meeting by the bidder as "Up to 11.00 hrs. 15.12.2018 in hard and soft copies."
33.	Last date of submission of queries for pre-bid by the bidder	Up to 11.00 hrs. 02/01/2019 in hard and soft copies.		
34.	Completion Period	12 (Twelve) Months from the date of issue of LOA.	Quantity is large volume So please consider to extend the completion of delivery period 03 to 04 months in addition of 12 months from the date of L/C.	Tender conditions prevail.
35.	Cost of documents	INR 50,000/- + 18% GST i.e., INR 59,000/- non-refundable through e-payment by Credit Card/Debit Card/Net Banking, as per procedure given in e-tender portal.	Please allow Foreign Remittance from Banking channel also due to from overseas country payment through debit card/credit card may create complications/big problem including	Tender conditions prevail.

			submission of proof of cost of the tender document.	
36.	Bid Security	INR 3.6 Million (Rs.Three point six Million) in form of Bank Guarantee as per procedure given in e-tender portal & BDS (Section-II).	Please allow in the currency of USD /EURO for submission of bid security. Please also clarify if PKO bank of Poland instruct to ICICI bank, Mumbai to issue the required Bid Security INR 3.6 Million (Rs.Three point six Million) in form of Bank Guarantee, then it will be acceptable to you. PKO bank of Poland may have no tie up with your referred Bank of Maharashtra.	Acceptable if the PKO Bank of Poland instruct to ICICI Bank, Mumbai to issue the required Bid Security INR 3.6 Million in the term of Bank Guarantee.

Sr Dy CPM / Proc.