

Mumbai Metro Rail Corporation Limited

(JV of Govt. of India and Govt. of Maharashtra)

MMRC/MML-3/JICA/PKG 10E/

Date: 20-Sep-2019

Τo,

All Prospective Bidders

Sub: Mumbai Metro Line-3 Project – Package MM3-CBS-TWK-05 (10E) Track work Responses to queries and Addendum No.1.

Ref: IFB Published on 23-Aug-2019

Dear Sir,

The responses against the queries received from bidders for Package MM3-CBS-TWK-05 (10E) Track work up to 19-Sep-2019 as well as Addendum no.1 is issued and enclosed.

Thanking you,

Yours Sincerely,

20.09.2019

(Md. Aasim Sulaiman) GM (TRACK)

Encl: 1) Response on queries of bidders upto 19-Sep-2019 2) Addendum No.1

CIN U60100MH2008SGC181770

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Mumbai Metro Line 3 (Colaba-Bandra- SEEPZ)

Invitation of Bid No: IFB No. MM3-CBS-TWK-05 (Package 10-E)

Supply of 2250 MT (UIC 60E1, IRS-T-12:2009, 880 grade) for Track Work of Mumbai Metro Line 3 (Colaba-Bandra -Seepz) Rail Project.

S no	Clause	Existing in Tender	Remarks/Clarification	Request for modification	MMRCL Response	Addendum (yes/no)	Addendum Ref
1		Approval from Ministry of Steel for Import of Rails	With every tender, we have to study the documents, fill the necessary forms, issue a Bid Bond, submit out tender, etc. But the tender does not get opened as the concerned tender does not get approval from Ministry of Steel for import of rails. This leads to lot of unnecessary waste in time, cost and effort for all the foreign bidders.	Please confirm if MMRCL has attained the necessary approval from Ministry of Steel India for Import of Rails	No approval of ministry of steel is required for the subject procurement	No	-
2		Bid Evaluation Methodolo gy			For evaluation of bids refer clause ITB 37 of Section-1, Standard Bidding documents.	No	-
3	Others	Answer to the clarification and bid submission date.	-	Since we have to incorporate the answer of the clarification to the tender documents, please 1) commit the date of giving an answer to us, and 2) assure the submission date will be changed with enough time of incorporating the answer from MMRC to the clarification of bidders. We understand that it is safe to keep <u>minimum three weeks</u> <u>after receiving your answer for</u> <u>the submission of the bid</u> , because we are from overseas and we have to physically hand	As there has been no material change in RFP conditions/ Addendums, there is no need to extend the bid submission date. The RFP condition will prevail.	No	_

			Mumbai Metro Rail	over the signed documents, which may take some time for delivery. Keeping enough time for preparation will increase the probability of the bidders to be ready for a competitive bid.	
4	Invitation for Bids	Name of Work	Numbal Metro Rain Corporation (MMRC) Ltd. invites Open Bid on International Competitive Basis (ICB) from eligible source countries of Japanese ODA loans, who fulfill Evaluation and Qualification criteria as stipulated in section III of Bid documents, for the work, Contract MM3-CBS-TWK-05 (Package 10E): Supply of 2250 MT Rails (UIC 60E1, IRS-T- 12:2009,880 grade) for Track Work of Mumbai Metro Line 3 (Colaba - Bandra -Seepz) Rail Project.	has got an approval from the Ministry of Steel of India, for procuring rail from overseas.Ministry of Steel has announced a revised policy "Policy for providing preference to Domestically manufactured	No approval of ministry of steel is required for the subject procurement.
	Section-II Bid Data Sheet	The custom duty as applicable will be	We are a foreign rail manufacturer and our	1. Request for Purchaser/ MUMBAI METRO RAIL	1. As the RFP conditions provide that the supplier would clear the
5	ITB14.8 (a) (iii)	reimbursed to the supplier as per documentary proof. All the work of project import registration and	company does not have any permanent establishment in India, no INR account & no	CORPORATION LIMITED to pay Customs Duty and associated GST online on the Government site as	goods at the port and arrange for delivery at the nominated storage sites, it is the supplier who would
	Page 9/210	custom / port clearance is to be done by Supplier at his own cost.	PAN number. We request for ease of tax	is being followed by all other Indian Metros.	be responsible for payment of customs duty which will be reimbursed by the purchaser on

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de he or ge ild of be on	No	-

		MMRCL will facilitate recommendation / sponsoring letter from the Government of Maharashtra for Project import registration for which the Supplier shall submit request letter and details at least one month in advance. Port handling charges as per documentary proof (paid to	on it, that all related import procedure to be arranged and paid by the Customer directly online to the Government of India e-portal site on arrival of the rails at Port in India and on submission of Custom Duty Demand Notice from Custom		submission of documentary proof. The RFP condition will prevail. 2. MMRC would provide the letter of sponsorship to enable the supplier to avail of project benefits.		
		Port authority only) will be reimbursed to Supplier in the same currency as paid to port authority. Stamp duty charges if any shall be borne by the Supplier.	Authority by contractor based on the documents of material dispatched. All necessary documentation for the same shall be provided by us well within time to enable the payment of the custom duty and other government levied port charges. This has and is being followed by all the Metros and Indian Railways in import tender for rails.				
6	Section-II Bid Data Sheet ITB14.8(b) (i)	The destination in Purchaser's Country is "Jawaharlal Nehru Port Trust, Sheva, Navi Mumbai, Maharashtra – 400702, India.			Although the destination port is notified in ITB 14.8(b)(i), there is no restriction as to the port where the supplier wishes to receive the goods.	Yes	Refer Addendum No.1, Item No.10
7	Section-II Bid Data Sheet ITB14.8 (a) (iii) Page 9/210		The custom duty as applicable will be reimbursed to the supplier as per documentary proof. All the work of project import registration and custom / port clearance is to be done by Supplier at his own cost. MMRCL will facilitate recommendation / sponsoring letter from the	We are a foreign rail manufacturer and our company does not have any permanent establishment in India, no INR Account & no PAN number. We request for ease of tax compliance that the custom duty and the associated GST on it, that all related import procedure to be arranged and paid by the Customer directly online to the Government of India e-portal site on arrival of the rails at Port	1.As the RFP conditions provide that the supplier would clear the goods at the port and arrange for delivery at the nominated storage sites, it is the supplier who would be responsible for payment of customs duty and all other levies, followed by reimbursement as provided for in the RFP please refer addendum no 1.	Yes	Refer Addendum No.1, Item No.1

			proof (paid to Port authority only) will be reimbursed to Supplier in the same currency	shall be provided by us well within time to enable the payment of the custom duty and other government levied port charges. This has and is being followed by all the Metros and Indian Railways in import tender for rails. REQUEST FOR MODIFICATION Request for Purchaser/ MUMBAI METRO RAIL CORPORATION LIMITED to pay Customs Duty and associated GST online on the Government site as is being followed by all other Indian Metros. Please inform us if MMRCL will be registering this tender for Project Import registration and thereby availing concessional import duty. Also Please clarify the rate of	 2. The letter of sponsorship to enable the supplier to avail of project benefits would be provided. For evaluation of bids refer clause ITB 37 of Section-1, Standard Bidding documents. 3. The clause of reimbursement of Port handling charges is not relevant as the port handling charges are the part of price as per Bid form – 2. Refer Addendum – 1, Item No.1 		
				import duty.			
8	Section II - Bid Data Sheet	Price Adjustment/Variation	ITB 14.1 - For Price Variation refer PC 13.1	Since the delivery schedule is not too long, we request you to kindly accept Price based upon Fixed Price Basis. Further every steel mill has their own standard/parameter to follow the Price Variation Clause, hence it is not advisable to have the Price Variation Clause for this delivery schedule. Further we cannot accept the	The RFP condition will prevail.	No	_

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				Price Variation formula set in tender condition GC 13.1 of Particular Conditions since mill can not follow the mechanism as mentioned in the tender.	
9	ction II - Bid Ita Sheet	Custom Duty	ITB 14.8 (a) (iii)the custom duty as applicable	We request custom duties to be directly paid by MMRCL to the port authorities directly i/o reimbursement. We also request custom duties to be part of price comparison/evaluation, since import custom duties are different (as per Goverment of India provided concessions) country wise. If there is no fixed/same import duty percentage for importing HH Rails than how MMRCL adjudge the Lowest bid price having quotations from various part of the world? For example, if one Bidder price is cheaper having higher custom duty (which is non-refundable/non- creditable) than price of other bidder having higher price but cheaper (non-refundable/non- creditable) custom duty. Under such situation how MMRCL will judge who is cheaper bidder? MMRCL should add all cost components and than should arrive at lowest price else it will give a wrong price comparision and MMRCL will nominate expensive supplier.	 HH Rail is not in the scope of Package 10E. The terms of RFP are that the supplier is responsible for all activity from unloading, clearing the goods of the port transport and delivery at the nominated depot/site. This includes the payment of customs duty, which would be reimbursed on submission of documents. The bid has been invited at the price EXCLUDING the customs duty. Refer Addendum-1 For evaluation of bids refer clause ITB 37 of Section-1, Standard Bidding documents.
10	ction II - Bid Ita Sheet	Port Handling Charges	ITB 14.8 (a) (iii)port handling charges	Since Port Handling Charges will be reimbursed to supplier based upon documentary proof	Please refer Bid Form - 2 . The bid price is INCLUDING port

e tenetesfinter, g	Yes	Refer Addendum No.1, Item No.2
t	Yes	Refer Addendum No.1, Item No.1

				 (paid to port authority only), understand the same is not requireded to be taken in the cost sheet. Further, please share the list of Port handling charges in order to aovid any confusion/dispute at the time of execution/billing to MMRCL. As a supplier of Rails to most of 	1
11	Section II - Bid Data Sheet	Unloading & Stacking	ITB 14.8 (a) (iii) NOTE	the Indian Metro's, most of the cases we have faced difficulties related to Yard/Store/Depot where supplier have to unlaod the cargo, Difficulties like Firm/Concrete Ground, Road Connection, Union Related Issues which we cannot anticipate at the time of bidding, we are foreign supplier having additional responsibility of clearing, transporting & stacking of Rails, hence it is very difficult for us to manage above related issues and hence we would be needing MMRCL commitment to take it up such issues and any cost implication will be borne by MMRCL.	Please refer ITB 14.8 (a) (iii). The responsibility for preparing the store ground for stacking rails are not in the scope of this RFP. The RFP condition will prevail.
12	Section II - Bid Data Sheet	Unloading Port	ITB 14.8 (b) (i)	Under this tender the delivery condition is to bring material at MMRCL Depot, hence we request MMRCL should not restrict us for unloading port nomination and also allow Mumbai Port since in the past many times Mumbai Port receive 18 meter rails and have good infrastrucutre to receive cargo, plus if there is restriction on port nomination it will have	Although the destination port is notified in ITB 14.8(b)(i),there is no restriction as to the port where the supplier wishes to receive the goods.

t		
3	No	-
	Yes	Refer Addendum No.1, Item No.10

13	Part 1/Section II/ITB14.8(a)(iii)/ page 2 of 5	Place of final destination for inland transportation		 impact on the cost, hence it is advisable to have options available for sake of cost and safe and timely handling of cargo. Please give us Mumbai or Nhava Sheva as discharging port option. Please confirm exact address for delivery and qty 		Yes	Refer Addendum No.1, Item No.1 and Item No.4
14	Part 1/Section II/ITB14.8(a)(iii)/ page 2 of 5	Place of final destination for inland transportation		Please confirm on, required permissions, approach road to site, suitable/firm ground/ space for unloading and dunnage (if required) for stacking will be provided by MMRCL. Supplier scope site is limited to unloading and stacking only.	 Statutory permissions as required would have to be obtained by the supplier. Space/Firm ground would be provided and it has road access. Any Dunnage required is to be provided 	No	_
15	Section II - Bid Data Sheet	Related Service		is no related services, if yes,	ITB 15.1(C) is ammended to replace the words, "other than "with the Word , "including ". Related service refers to any service that may be necessary	Yes	Refer Addendum No.1, Item No.3
16	Section II BDS ITB 19.1 (b) Page 10/210	The Bidder is required to be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts- stocking obligations during Defect Liability Period.		This is not relevant to us and we request you to kindly delete it.	Section II BDS ITB 19.1 (b) – Deleted	Yes	Refer Addendum No.1, Item No.7
17	Section II - Bid Data Sheet		ITB 19.1 (b)	We are confirming warranty of Rails as per tender requirement hence this part is not applicable in our case.	Section II BDS ITB 19.1 (b) – DELETED.	Yes	Refer Addendum No.1, Item No.7

	Section-II	The adjustment factor for	Please consider the Price	Request for Price to be fixed	The RFP condition will prevail.		
	BDS	the fixed portion of the	Variation Formula attached,				
	ITB 20.3 (a)	•	as that is more relevant to				
	110 20.5 (a)	calculated on the basis of	the country where the goods				
	_	difference in WPI (Whole	are being manufactured.	the PVC formula submitted by			
	Page 10/210	sale Price Index) for the		us to be used.			
		month after 56 days of	The WPI & RBI formula is	us to be used.			
	&	initial validity to the WPI for	applicable for India and for				
	ŭ	the month of validity	mild steel.				
		extended. This will be					
		applied in either side +ve or					
		- ve. The adjustment factor					
	GC 13.1	shall apply to both local and					
	GC 13.1	foreign currency portion.					
18	Page 196/210	The price shall be adjusted				No	
10		by the factor Pn,, the				NO	-
		adjustment factor to be					
		applied to the value of the					
		supply made in month "n"					
		which shall be applied to					
		each different currency;,as					
		follows: Pn = 0.15 + 0.85(Sn/So),,					
		Where Sn and SO are the					
		Wholesale Price indices of					
		"mild steel- long products"					
		as notified by Reserve Bank					
		of India for the month of					
		delivery at destination and					
		the month of submission of					
		bids respectively.					
	Section II - Bid		ITB 20.3 (a)	We request to delete price			
19	Data Sheet	Price Adjustment		variation and would like to	RFP conditions prevail	No	-
				request for fixed price basis for			
				entire supplies.			
	ITB 22.1	In addition to the original		We request you to kindly			
	Page 10/210	copy of the bid, 2 copies of		consider only Original along	submission as per RFP are		
	1 age 10/210	bids will be submitted on		with an electronic PDF copy.	essential signed by bidder.		
•••		date, time and place			2. 2 additional signed copies		
20		mentioned in IFB.		We also request MMRCL to	of bid documents by	No	-
				supply us 2 more signed copies	bidder are not required.		
				of the tender documents which			
				are required for the tender	The RFP condition will prevail		
				submission. You may charge us			

			for the 2 extra sets.			
21	Section II - Bid Data Sheet Bid Submission Date	ITB 27	We request you to kindly extend the bid submission date for 1 month.	The request is not agreed to. RFP condition prevail.	No	-
22	Section-IIBidPricesexpressedBDSdifferent currencies shallE. Evaluation &converted into:USDComparison ofusing the exchange (Bidsselling) rate for theITB 36.1"Conversion toSingle Currency"Bank of India twenty eigPage 12/210www.xe.com	be there will be issues of the by validity of the Bid Bond expiring, all the New Price Schedule Forms to be recalculated as per the Exchange rate on FBIL, leading to lot of waste in	We request to provide one fixed date for the exchange rate and validity of Bid Security which should not get changed, even if the date of submission of tender is delayed.	Refer ITB 36.1. In case the submission date is extended the conversion is to be done as per the exchange rate 28 days prior to the extended date. The exchange rate to be used is as notified by RBI and in the case such rate is not available, then as per xe.com.	No	-
23	Section II - Bid Conversion of Sing Data Sheet Currency	ITB 36.1	Further, RBI no longer		No	-
24	Section II - Bid Data Sheet Single Currency"	to ITB 36.1 "Conversion to Single Currency" Bid Prices expressed in different currencies shall be converted into: USD by using the exchange (bill selling) rate for these currencies at the close of business of the Reserve Bank of India twenty eight days before the latest date of tender submittal or www.xe.com.	We suggest you to give a fixed Forex rate by stating some particular date. The reason behind this is, if we keep the bid submission date as a reference date of counting the date of forex exchange, we have to recalculate the financial bid and EQC	The bid would be evaluated after conversion to USD at the rate prevailing 28 days prior to the date of bid submission as per ITB 36.1 The RFP condition will prevail.	No	

				heavy task, and again we have			
				to get the management			
				approval.			
				If those extension is kept			
				minimum 4 weeks, we may be			
				ready to submit, but if it is just			
				one-two weeks extension, it			
				will be difficult for foreign			
				suppliers to re-prepare the			
				forex related documents and			
				get a signature on it again.			
				Your wise decision for not to			
				lose a competitive bidder will			
				be appreciated.			
	ITB 41.1	The maximum percentage	In order to secure the best	We suggest +30% / -5%.	The provision for reduction of		
	Purchaser's	by which quantities may be	freight cost, we would like to		quantity is deleted.		
	Right to Vary	increased is: 30% at the same rate, terms	avoid minus side variation.			Mara	Refer Addendum
25	Quantities at	and conditions.				Yes	No.1, Item no.8
	Time of Award	The maximum percentage					
		by which quantities may be					
	Page 12/210	decreased is: 10%.					
26		Delivery (Inco Terms)		Please clarify if Incoterms 2010	The Latest version at the time of		-
26				version shall be applicable for	bidding shall be used	No	
				this tender			
	Part 1/Section	Evaluation Criteria		Please confirm cost	For evaluation of bids refer clause		
27	III/1/1.1/page			•	ITB 37 of Section-1, Standard	No	_
	1of 11			to arrive at L1. Is customer duty	Bidding documents.		
				is considered as cost ?			
	Evaluation &		We have many performance	Request to accept our	HH Rails is not in the scope of		
	Qualification	details of supplies made	certificates issued by	performance certificates as	Package 10E.		
	Criteria	and used for HH Rails as per international standards	Customers across the world	issued by our Customers across	The User certificate should		
		or as per the specification	and every country issues	the World			
	h) HH Rails – Performance	of this tender (IRS-T-	them as per what is prevalent in their country.		cover all the details as per Bid		
	Certificate	12:2009), for	It is not possible to get fresh		Form 20.		
28		(UIC60E1/UIC60). Details	ones issued using the exact		The RFP conditions will prevail.	No	-
	Pg 17/212	should include a	wordings as stated in this				
	1811/212	performance certificate	tender.				
		from the user, which	Also for European countries,				
		should include purchase order details, name of	as per the European Law				
		manufacturer, name of	called "General Data				
		purchaser, the railway	Protection Regulation" we				
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		projects involving	are unable to share such				
		passenger	information as the to the				
		operations/ MRTS Project,	third party.				
		where rails have been used.		Diagon moto it in your difficult to			
			HH Rails - Performance	Please note it is very difficult to			
			Certificate	get performance certificate			
				from project owners, they			
				generally donot provide such			
				certificates timely and also they			
				follow their own standard &			
				Proforma to issue the			
				certificates which may be			
				different from Bid Form - 20			
				provided in tender documents,	HH Rails is not in the scope of		
	Section III -			hence we request you to kindly	Package 10E.		
	Evaluation and	HH Rails - Performance		change the certificate from			
29	Qualification	Certificate		Performance Certificate to	The User certificate should	No	-
	Criteria			Supply Certificate. MMRCL can	cover all the details as per Bid		
				cross check such authenticity of	Form 20.		
				such certificate from issuing	The RFP conditions will prevail.		
				authorities.Further, we also do			
				not have information on the			
				Axle Load & Speed, such details			
				are mentioned in the DPR			
				(Detailed Project Reports), we			
				may not be able to arrange			
				such details in our certificate,			
				however if you want we can			
				provide you our undertaking.			
	Evaluation and		The audited balance sheets	We understand that Audited	The condition has been checked		
	qualification		or, if not required by the	Balance Sheets and other	and it would prevail.		
	criteria		laws of the Bidder's country,	financial statements acceptable			
	Financia		other financial statements	to the Purchaser, for the last			
	I		acceptable to the Purchaser,	5 years should be ending on			
	Situatio		for the last 5 years ending	31st March 2019 or for the last five			
30	n		31stMarch 2018 for the	(5) years ending 31st December		No	-
			countries where the	2018 for the countries where			
	2.3.1 Financial		financial year ending on 31st March or for the last five (5)	the			
	Performance		years ending 31st December	financial year ending on 31st			
	i chomanec		2017 for the countries	December.			
	Pg 22/210		where the financial year	REQUEST FOR MODIFICATION			
	-		ending on 31st December	Kindly check the mentioned			

31	Part1/Section III/2.3/2.3.1 , 2.3.2 , 2.3.3/page 7-9 of 11	Financial performance, Avg Annual turnover, Financial resources	shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long- term profitability.	clause and clarify. Please confirm, if details can be given in Indian Rupees (INR)	Performance details in INR may be converted to USD as required	No	-
32	Section III - Evaluation and Qualification Criteria	3.2A2 :For the Bidders having source of Rail manufacturing facility situated in other than the country of purchaser – Foreign Bidders	(iii) Documentary evidence of Rails manufacturing facilities certified by internationally accredited agency is to be submitted with the bid.	Please let us know the specification of the certificate of RDSO or other internationally accredited agency of HH rails manufacturing facility. Is there some ISO or some other standard which is followed. We understand that those certificate is not common and only given to one or two manufactures, and we want to understand the form of exact certificate to avoid disqualification. Or, we suggest the result of inspection of the products will satisfy your request.	HH Rails is not in the scope of Package 10E. The certification of Manufacturing facility of Rails should be from an accredited agency. The RFP condition will prevail.	No	-
33	Evaluation and qualification criteria Financial Situation 2.3.1 Financial Performance	The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Purchaser, for the last 5 years ending 31stMarch 2018 for the countries where the financial year ending on 31st March or for the last five (5) years ending 31st December 2017 for the countries where the	acceptable to the Purchaser, for the last 5 years should be ending on 31st March 2019 or for the last five (5) years ending 31st December 2018 for the countries where the	Kindly check the mentioned clause and clarify.	The dates as mentioned in the RFP are correct and may be followed	No	-

	Pg 22/210	financial year ending on 31st December shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.					
34		Bid Form 14 . Note a), Bid Form 15, Bid Form 16		Photo copy of end user certificate with self- authentication will be submitted.	Accepted	No	-
35	Section IV. Bidding Forms	Form of Bid Security - Bank Guarantee / Bid Bond			They are not the same but you may use one OR the other.	No	-
36	Part 1/section IV/page 26 of 30	Bid form 18 A, Bank Guarantee		Please provide account number, bank address with IFC code for SFMS transfer of Bank Guarantee	favour of the purchaser. The	No	-
37	Bid Form 2 Price Schedule form: Goods supplied from outside the country					Yes	Refer Addendum No.1, Item No.2
38	Section IV. Bidding Forms	Bid Form 2	Bid Form 2	We request MMRCL to accept 18 meter rails of 13 meter, as of now all Metro's in India bought 18 meter Rails. If 18 meter is not accepted than we propose to have 12.5 meter rails.		No	-
39	Part 1/section IV/page 30 of 30	Bid form 20 Performance certificate		Photocopyofendusercertificatewithself-authenticationwillbe	"Photo copy of end user certificate with self- authentication will be	No	-

				a haven at the second			1
				submitted. In case all required	submitted " is acceptable.		
				details are not mentioned in			
					The User certificate should		
				certified by the bidder.	cover all the details as per Bid		
					Form 20.		
			-		The RFP conditions will prevail.		
	Bid Form 4A:		We are a foreign rail	Request for Purchaser/ MUMBAI	The RFP provides that all actions of		
	Details of	The Bidder is to give in his Bid offer, a breakdown of	manufacturer and our	METRO RAIL CORPORATION	unloading, clearance of the port		
	Taxes/Duties/Le	his fixed Lump Sum Price	company does not have any permanent establishment in	LIMITED to pay GST.	transportation and delivery at the		
	vies etc.	clearly detailing the	India, no INR account & no		nominated depot/site are to be		
	included in the	following:	PAN number. Therefore, due		handled by the supplier. This includes		
	Bid Price	a) Custom duty on offshore	to limitation by law, we		payment of GST, which is part of the		
		manufactured Plant/	cannot pay GST payment in		price.		
		equipment, if any along with rate of Custom duty.	India.				
40		b) GST (CGST /SGST /IGST					
40		/UTGST,etc) (after availing				No	-
		relevant Credit) on					
		completely assembled/					
		manufactured Plant/					
		equipment, if any along					
		with rate of GST (CGST/ SGST/IGST/UTGST etc).					
		c) Custom duty on imported					
		spares, special tools, etc.					
		along with rate of Custom					
		duty.					
			Bid Form 4A	Please advise what to fill in this	1. The purpose of data in Bid Form-		
				form and how relevant is this.	4A is to identify the rates of taxes		
				Is this form used to compare	etc at the time of bidding. As for		
				prices of all bidders since	the request that purchaser should		
				Duties are one of the cost to	pay customs duty: The terms of		
				MMRCL and cannot be ignored	contract are delivery at the		
	Section IV.			in making a price comparision	nominated project sites and		Refer Addendum
41	Bidding Forms	Bid Form 4A		for price evaluation.	intermediate steps of customs	Yes	No.1, Item No.6
				Further, we request Custom	clearance, payment of dues, etc		NO.1, Itelli NO.0
				Duty (Basic Custom Duty,	are to be handled by the supplier		
				including Surcharge & IGST) to	or the supplier's agents.		
				be paid by MMRCL to port	2.The words "after availing		
				authorities.	relavent credit" have been deleted		
				There is another GST	from bid form 4A under notes 'b'.		
				(CGST/SGST) which will be			

			1			Γ	1
				applied on the Logistics Services. Clarification - Notes b) - could you please advise the meaning of (after availing relevant Credit)? Believe it is not applicable for this tender.	Refer Addendum No.1		
42	Section VI. Schedule of Requirements 1. List of goods and Delivery Schedule Page 68/210	of Work from the date of signing of contract agreement is Effective date. KD 01-Lot 1 is to be	establishment of a commercially operable Letter of Credit by the purchaser, which is the key date for all the activities related to deliveries in the contract. No	to be linked with the date of establishment of Letter of Credit. and For the Clause for Delivery Schedule to be made: Lot 1 to be delivered in 140 days, date to be reckoned from date of signing of the LC. For other Lot it can remain as it is.	 It is clarified that the letter of credit would be provided to the successful bidder on or before signing of agreement. As regards completion period (KD) the RFP condition will prevail. 	No	
43	Section VI. Schedule of Requirements	List of goods and Delivery Schedule	1. List of goods and Delivery Schedule	1. Commencement of work - Should be from the date of opening of satisfactory Letter of Credit (LC) i/o Signing of Contract. As per International Trading Practice the start of production starts from the date of L/C opening.	 It is clarified that the LC for the entire quantity would be provided to the contractor on or befor the signing of the contract agreement. Additional quantity of rails can be accepted prior to the Key dates indicated. 	No	-

								,
				We request MMRCL to consider	_, , ,			
					The programme can be made			
				·	jointly with purchaser for early			
				and to get more competitive	supply.			
				offer:-				
				Key Dates -				
				KD01 - Lot 1 & 2 - Quantity				
				(MT) 2,250 = 150 days (i/o 91				
				& 168 days)				
				Please also confirm if Letter of				
				Credit for entire quantity will				
				be opened at once?				
				We would like to propose				
				Delivery Tolerance -0%/+1%,				
				this is the standard delivery				
				tolerance in all of the Indian				
				Metro tenders so far.				
	Part2/Section	List of goods and delivery		Effective date to be treated at	It is clarified that the letter of	No	-	
44	VI/page1 & 2	schedule		date of advance/ LC.	credit would be provided to the			
					successful bidder on or before			
					signing of agreement.			
	Part2/Section	List of goods and delivery		Please confirm on, 1. IF total				
	VI/page1 & 2	schedule		2250 can be supplied in single	There is no objection to supply the			
				lot. 2, If total material can be	rails earlier than schedule. The			
45					programme can be made jointly	No	_	
				effective date. 3. Delivery	with purchaser for early supply.			
				, tolerance on total order qty of	The RFP condition will prevail.			
				2250MT				
	Part2/Section	List of goods and delivery		Please confirm,1. Billing to be	1. Billing is on standard		-	
	VI/page1 & 2	schedule		done on actual weigh basis or	weight basis by			
				theoretical weight basis. 2.	measurement.			
				Acceptance of short length up				
46				to 10 % of total order qty as per	Acceptance of short length as per	No		
				IRS - T 12 in pair of 10, 11 and	specification IRST-12-2009 is			
				12 mtrs.	confirmed subject to completing			
					the overall quantity as per			
					contract.			
	List of Related	The supply of Rails and	As per this clause, the	Request for the Material	The rails will be accepted by the		-	
47	Services &	Transportation, to	unloading and stacking of	Receipt Certificate to be issued	purchaser. However during	No		
	Completion Schedule	package of contractor 10C and Purchaser by	rails will be done by the	to us before the Contractor of 10E starts unloading and	unloading the measurement of rail and the visual inspection will be			
	JUIEUUIE	TOC AND FUICHASEL DY		TOL STALLS ULIUDUILING dILU	and the visual inspection will be			

		road to the store depot of 10C and that of Purchaser. Unloading and Stacking will be done by the supplier of Package 10E contractor.	Contractor of 10E. There could be mishandling in rails when they are being unloaded and stacked and there could be a possibility that they get damaged. Hence we request that unloading and stacking of rails, if done by10E Contractor, should be done by an agency we suggest. Hence we request that when our rails reach the MMRCL depot, before the rails are unloaded from the trailer by the 10E contractor, the rails be examined by MMRCL deputed official and after being inspected and on the satisfaction of rails being supplied in undamaged condition, Material Request Certificate be issued to us by the MMRCL deputed official.	stacking the rails, and Contractor of 10E to use an agency suggested by us, for the stacking and unloading of rails.	done by the Package 10C contractor, on behalf of the purchaser. Immediately after unloading and stacking by the supplier, the receipt will be issued.		
48	ANNEXURE – A	Technical Proposal	Short length Rail.	We understood that as per the IRS-T-12-2009, upto slip No.4, supplier is entitled to supply 10% short length rails	Short length rails may be supplied as per IRST-12-2009 provided the total order quantity is satisfied.	No	-
49	9.2 Length of rails Pg 87/210	The standard length of rails shall be 13m or 26m. However, in case rails are to be procured in longer lengths, the same shall be prescribed by the purchaser.		Request for length of rails 18m be allowed also	No this cannot be agreed to The RFP conditions will prevail	No	-
50	9.2 Length of rails Pg 87/210		The standard length of rails shall be 13m or 26m. However, in case rails are to be procured in longer lengths, the same shall be prescribed by the purchaser.	REQUEST FOR MODIFICATION Request for length of rails 18m be allowed also	The RFP condition will prevail.	No	-
51	SectionVI.Scheduleof	Inspection & Tests	TPI Cost	We request MMRCL to kindly nominate & pay TPI cost as	The RFP condition will prevail.	No	-

52	Requirements Part 2/ Section VI/page 5		their side, since it is the standard practice in Metro's the project owner nominates & Best the TPI cost. Please confirm if wooden square blocks as separators can be used and unloading at site will be done by lifting equipment deemed suitable by bidder. Wood blocked used will be of hard wood/jungle wood.	Wooden square blocks are not acceptable. The RFP condition will prevail.	No	-
53	Annexure - C (Handling & Stacking of Rails) Stacking of Rails	Annexure - C (Handling & Stacking of Rails)	Metal flat spacers are expensive and not commonly used, since the spacers itself may easily rust, affect the product by rust and make scratch, and also the sharp edge of metal spacers may injure your staff. We suggest to accept Wooden spacers, which may be cheaper and safer to handle than metal flat spacers. We shall stack the rails in bundles of three-2 up facing one down facing in order ot protect heads of the rails.	Wooden spacers are not acceptable. The standard metal flat spacers are to be provided by the supplier. The RFP condition will prevail.	No	
54	Section VIII - Particular Conditions of Contract	GC 13.1	We request you to kindly keep fixed price for entire supplies i/o Price Variation/Adjustment.	The RFP conditions will prevail	No	-
55	Part3:4. Payment of custom dutyConditionsofThecustomdutyarContract&applicableapplicableapplicableContract FormsconcessionalcustomdutySectionVIII-ratewillbeParticularauthoritybythecontractor.TheConditionsofcustomdutypaidwillbeContractwillbythecontractor.TheContractwillbythecustomdutypaidwillContractwillbythecustomdutypaidwillbe	t this contract and has to apply for Project registration to the Customs authority for availing concessional custom duty.	Request for this clause to be amended.	The letter of sponsorship to enable the supplier to avail of project benefits would be provided. The RFP condition will prevail.	No	-

	GC 14.1 Contracts price & Advance Payment Pg 197/210	the purchaser when the contractor furnishes the receipt of Custom Duty payment, Bill of Entry etc., to MMRC. The contractor will be responsible for final assessment of Custom duty by Custom authority. Port handling charges, stamp duty charges etc, if any shall be borne by the contractor.	cannot be responsible for the assessment of the Custom Duty. However our clearing agent, acting on behalf of MMRCL can help facilitating this work. It is the sole discretion of the Customs Authority to grant the Concessional Duty Project Registration.				
56	Part 3: Conditions of Contract & Contract Forms Section VIII - Particular Conditions of Contract GC 14.1 Contracts price & Advance Payment Pg 197/210		4. Payment of custom duty: The custom duty at applicable concessional custom duty rate will be paid to Custom authority by the contractor. The custom duty paid will be reimbursed by the purchaser when the contractor furnishes the receipt of Custom Duty payment, Bill of Entry etc., to MMRC. The contractor will be responsible for final assessment of Custom duty by Custom authority. Port handling charges, stamp duty charges etc, if any shall be borne by the contractor.	MMRCL is the Importer for this contract and has to apply for Project registration to the Customs authority for availing concessional custom duty. The Contractor/Supplier cannot be responsible for the assessment of the Custom Duty. However our clearing agent, acting on behalf of MMRCL can help facilitating this work. It is the sole discretion of the Customs Authority to grant the Concessional Duty Project Registration. REQUEST FOR MODIFICATION Request for this clause to be amended.	The letter of sponsorship to enable the contractor to avail of project benefits would be provided.	No	
57	Section VIII - Particular Conditions of Contract	Contracts Price and Advance Payment	GC14.1 Contract Price and Advance Payment	payment. CIF Price = 90% at the time of shipment, balance 10% of CIF price/value after material arrival at MMRCL yard but within 15 days of arrival. Clearance & Transportation -	 The RFP conditions will prevail. 90% at the time of shipment is acceptable if advance payment is not taken. As regards payment after delivery at site, Please refer to GC 14.1 As the RFP conditions provide that the supplier would clear the 	No	-

63	GC 25.1 Liquidated	The maximum amount of liquidated damages shall be	We propose you to limit the LD to a max cap of 5% of	Request for Clause to be changed to "The maximum	The RFP condition will prevail.	No
62	Part 3/Section VIII/GC 24.1 /page 4 of 5	Inspections and test		Please confirm if RITES is accepted as inspection agency and test plan to be mutually agreed upon.	The agency as per guidelines of Indian Railway / RDSO is acceptable. The RFP conditions will prevail	- No
61	Part 3/Section VIII/GC 22.1 /page 4 of 5	Insurance		Insurance will be a transit insurance valid till unloading site.	Understanding is confirmed	- No
60	Part 3/Section VIII/GC 21.2 (i),(ii) /page 3-4 of 5	Labelling marking and packing		Rails will be supplied in loose form. Packaging regime as defined in given clause is not applicable for domestic suppliers as per IRS-T-12	The RFP conditions will prevail	- No
59	Part 3/Section VIII/GC 14.1/ page 1-2 of 5	Contract price and advance payment		•	LC would be opened to the same extent as provided under GC - 14.1, Section-VIII, Part-3, with delivery through rail in place of shipment.	- No
58	Part 3/Section VIII/GC 14.1/ page 1-2 of 5	Contract price and advance payment		for the goods supplied from with the Purchaser's Country.	LC would be opened to the same extent as provided for under GC - 14.1, Section-VIII, Part-3, with delivery through rail in place of shipment.	- No
				within 15 days of arrival.	reimbersable.	

	Damages	10 % of contract value.	contract value and in case of	amount of liquidated damages			
	Pg 199/210 GC 26.5	In case of defects discovered after installation	shortfall if any, earlier lot is made good by next lot the LD if any deducted be maintained as retention and be also refunded with payment of next lot. 60 days will be too less a time to supply the rails as well as	shall be 5 % of contract value." Request for this clause to be amended from 60 to 120 days	Request is accepted,		
64	Warranty	of Rails but within the warranty, the purchaser will replace the rail but the actual cost of rail including installation/ replacement thereof shall be borne by the supplier. However if the length of rail required for replacement is more than 100m length then the same will be supplied within 60 days by the supplier at his cost.	ship them to Mumbai and then transport them to the depot after clearing customs. The shipping of rails itself takes approx. 6 weeks.		Refer addendum no.1	Yes	Refer Addendum No.1, Item No.9
65	Part 3/Section VIII/GC 26.5 /page 4 of 5	Warranty		Please confirm, Supplier warranty will cover defects arising out of manufacturing process only. Defects will be investigated jointly before complaint acceptance.	The supplier is liable only for manufacturing defects. The defective rail piece will be got tested from RDSO or other accredited agency, the decision will be binding on the supplier.	No	-



Mumbai Metro Rail Corporation Ltd

Line 3 Transit Office, Wing 'A' North Side of City park 'E'- Block, Bandra-Kurla Complex, Bandra (East) Mumbai 400 051, India

CONTRACT MM3-CBS-TWK-05 (PACKAGE 10E)

Invitation for Bids "Supply of 2250 MT Rails (UIC 60E1, IRS-T-12:2009, 880 grade) for Track work of Mumbai Metro line 3 (Colaba-Bandra -Seepz) Rail Project."

Date: 20-Sep-2019 Loan Agreement No: ID-P 268 IFB No: MM3-CBS-TWK-05 (Package 10E)

Addendum No.1

Item No	Clause No	Description of Addendum							
1	Part-1_Section-	A. Replace the para below,							
	II_Clause ITB								
	14.8 (a) (iii)	Place of final destination for inland transportation: Govandi, Mankhurd – Gathkopar link road Mumbai, Pin: 400043, area at following stores.							
		1. Store of Package10C Contractor- Govandi, Mankhurd – Gathkopar link road Mumbai, Pin: 400043							
		2. MMRCL stores - Bandra Kurla complex Mumbai 400051 and Govandi, Mankhurd – Gathkopar link road							
		Mumbai, Pin: 400043"							
		As under:							
		"Place of final destination for inland transportation: Bandra Kurla complex Mumbai 400051, area at following							
		stores.							
		1. Store of Package10C Contractor- Bandra Kurla complex Mumbai 400051							
		2. MMRCL stores - Bandra Kurla complex Mumbai 400051 and Govandi, Mankhurd – Gathkopar link road Mumbai, Pin: 400043"							
		B. Delete the last sentence of this clause as given below:							
		"Port handling charges as per documentary proof (paid to Port authority only) will be reimbursed to							
		Supplier in the same currency as paid to port authority. Stamp duty charges if any shall be borne by the							
		Supplier."							

2	Part-1_Section- IV_Bid Form-2	Replace the Bid Form – 2 with Attachment No.1
		(Custom duty is not a part of the price as duty paid would be reimbursed on submission of the debit note supported by a challan)
3	Part-1_Section- II_ITB 15.1 (c)	Replace the clause ITB 15.1 (c) "Related Services, other than inland transportation and other services required to convey the Goods to their final destination shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred." As below: "Related Services, including inland transportation and other services required to convey the Goods to their final destination shall be quoted in either foreign and/or local currency, depending upon the currency in which the costs are to be incurred."
4	Part-2_Section- VI_Clause 1: List of Goods and Delivery schedule	Replace the Schedule of Requirements in Part-2, Section VI, Clause 1 with the Attachment No.2
5	Part-3_Section- VIII_GC 14.1: Contract Price and Advance Payment	Below Para is Deleted : "Payment for the Goods and Related Services supplied from within the Purchaser's Country- Ten (10) percent of the Contract Price shall be paid within, upon signing of the Contract, within Thirty (30) days after receipt of invoice and a bank guarantee for the equivalent amount valid until the Goods and Related Services are delivered and in the form provided in the Bidding Documents or another form acceptable to the Purchaser."
6	Part-1_Section- IV_Bid Form – 4A	Replace the Bid Form – 4A with Attachment No.3 (The words' after availing relevant credit' have been deleted from bid form 4A under Notes 'b')

7	Part-1_Section- II_ITB 19.1 (b)	Below clause: ITB 19.1 (b) of Section-II, Part-1 is DELETED									
		ITB 19.1 (b)The Bidder is required to be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations during Defect Liability 									
8	Part-1_Section- II_ITB 41.1	Replace the para "The maximum percentage by which quantities may be increased is: 30% at the same rate, terms and conditions. The maximum percentage by which quantities may be decreased is: 10%." As below: "The maximum percentage by which quantities may be increased is: 30% at the same rate, terms and conditions."									
9	Part-3,Section VIII GC 26.5 Warranty	 Replace the Para: However, if the length of rail required for replacement is more than 100m length then the same will be supplied within 60 days by the supplier at his cost. As under: "However, if the length of rail required for replacement is more than 100m length then the same will be supplied within 120 days by the supplier at his cost." 									
10	Part-1, Section II, ITB 14.8 (b) (i)	Add the Below clause in ITB 14.8 (b) (i): "The bidder however may choose any another port if convenient."									



MUMBAI METRO RAIL LINE 3 BIDDING DOCUMENTS

Section IV -Bidding Forms

Attachment No. 1

September 2019

Line Item No Description of Goods Country of Origin Delivery date as office Quantity and physical unit Unit price CIF in accordance with ITB 14.8(b)(i) CIF Price per line item (Col. 5x6) Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in BDS Total Price per line item (Col. 7+8) Image: No <				Currenci	es in acco	ordance with I	TB 15.1	Date: IFB No: MM3-CBS Alternative No: Not ap Page No c	plicable
Item No of Origin of Origin of defined by ln coterns of and physical unit CIF in accordance with TB 14.8(b)(i) line time (Col. 5x6) line time ind atrasportation and other services required in the Purchaser's Country to convey the Goods to their final distancion specified in BDS (Col. 7+8) Image: Compute the context of the price per line item] [insert [inser	1	2	3	4	5	6	7	8	9
I. Supply of Rails (UIC 60E1), 880 Grade, 13 m long as per IRS-T- 12:2009, (Class A) rates are inclusive of all taxs, duties if any, including Loading, Unloading as per delivery requirement in section VI and BDS, Shipment, Stacking etc. all complete. (Custom duty is not a part of the price as duty paid would be reimbursed on submission of the debit note supported by a 2250 MT 2250 MT Image: ClF price per line item] price per line item] Image: line item]		Description of Goods	of	date as defined by	and physical	CIF in accordance with ITB	line item	inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified	Total Price per line item (Col. 7+8)
Grade, 13 m long as per IRS-T- 12:2009, (Class A) rates are inclusive of all taxs, duties if any, including Loading, Unloading as per delivery requirement in section VI and BDS, Shipment, Stacking etc. all complete. (Custom duty is not a part of the price as duty paid would be reimbursed on submission of the debit note supported by a			country of origin of the	quoted delivery		CIF	CIF price per line	price	
	1.	Grade, 13 m long as per IRS-T- 12:2009, (Class A) rates are inclusive of all taxs, duties if any, including Loading, Unloading as per delivery requirement in section VI and BDS, Shipment, Stacking etc. all complete. (Custom duty is not a part of the price as duty paid would be reimbursed on submission of the debit note supported by a			2250 MT				

Bid Form 2: Price Schedule: Goods Supplied from outside the Purchaser's Country

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]



MUMBAI METRO RAIL LINE 3 BIDDING DOCUMENTS

EMPLOYER'S REQUIREMENTS GENERAL SPECIFICATIONS

Attachment No. 2

September 2019

Page 6 of 10

1. List of goods and Delivery Schedule:

Notice to Commencement of Work from the date of signing of contract agreement is Effective date.

The Rails are required to be supplied in installments as per the following schedule of Key dates:

Key Date Ref.	Lot no.	Weight in MT	Delivery time at Stores Mumbai – No. of days from effective date	Milestone
KD01	1	1100	91 days to be supplied to contractor package 10C Store	Milestone
KD02	2	1000 150	168 days to be supplied to contractor package 10 C Store Purchaser store	Milestone
	Total Quantity	2250	I	

Notes on Key Dates:

- 1. The achievement of a Key Date shall be subject to the issuing of a Notice of No Objection from the Engineer.
- 2. The achievement of a Key Date shall require completion of all the works specified for achievement of the Key Date.
- 3. Delivery allowance of (-) 5 % of the lot quantity supplied will be acceptable, subjected to making up in next lot.
- 4. The allowance in overall supply quantity of Rail (+) 0.5% is acceptable



MUMBAI METRO RAIL LINE 3 BIDDING DOCUMENTS

Section IV -Bidding Forms

Attachment No. 3

September 2019

Bid Form 4A: Details of Taxes/Duties/Levies etc. included in the Bid Price

Sr. No.	Taxable Amount	Custom Duty		CGST		SGST		IGST		UTGST		Any Other Tax/Levy/Cess		Total Amount of all
		Rate %	Amount	Rate %	Amount	Rate %	Amount	Rate %	Amount	Rate%	Amount	Rate %	Amount	Taxes/Duties /Levies/Cess
1														
2														
3														
4														
5														
5														
Total														
Grand														
Total														

*Please mention similar group of goods/services which attracts same rate of tax under each schedule. You may add more rows wherever required. Refer notes below for an explanation of the above table.

Notes:

The Bidder is to give in his Bid offer, a breakdown of his fixed Lump Sum Price clearly detailing the following:

- a) Custom duty on offshore manufactured Plant/ equipment, if any along with rate of Custom duty.
- b) GST (CGST/SGST/IGST/UTGST etc) on completely assembled/manufactured Plant/ equipment, if any along with rate of GST (CGST/SGST/IGST/UTGST etc).

- c) Custom duty on imported spares, special tools, etc. along with rate of Custom duty.
- d) GST (CGST/SGST/IGST/UTGST etc) on Spares, Jigs, Fixtures, Special tools, Testing and Diagnostic equipment etc. along with rate of GST.
- e) GST (CGST/SGST/IGST/UTGST etc) on the completely assembled/manufactured Plant/ equipment along with the rate of GST.
- f) GST (CGST/SGST/IGST/UTGST etc) on the indigenous finished Spares, Special tools and Testing Equipment etc. along with rate of GST.
- g) GST (CGST/SGST/IGST/UTGST etc) on works along with applicable rate.
- h) Octroi /Entry Tax/ Other levies/ Cess. Etc. (if any)
- i) If the rates of taxes mentioned in above table is different from the actual applicable rates, then the actual applicable rates will be considered for variation purpose only, however no change in bid prices quoted in different schedules shall be considered.

Name of the Bidder

Signature of the Bidder