



Mumbai Metro Rail Corporation Limited
(JV of Govt. of India and Govt. of Maharashtra)

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

Date : 04.09.2019

To,
All Prospective Bidders

Sub: Mumbai Metro Line-3 Project – Track work Package 10C_Responses to queries and Addendum No.3

Ref: IFB Published on 31.07.2019

Dear Sir,

The responses against the queries received from bidders between 20-Aug-2019 to 03-Sep-2019 as well as Addendum no.3 is issued and enclosed.

Thanking you,

Yours Sincerely,


(Md. Aasim Sulaiman)
GM (TRACK)

Encl: 1) Response on queries of bidders from 20-Aug-2019 to 03-Sep-2019
2) Addendum No.3

RESPONSES ON QUERIES FROM BIDDERS PACKAGE 10C FROM 20th AUGUST 2019 TO 03rd SEPTEMBER 2019

S.No	Subject ref. /Clause/ Page No.	Clause Description	Applicant's Query	MMRCL Response	Addendum (Yes/No)	Addendum (Ref.)
1	Part I - Bidding Procedure. Section IV-B - Pricing Document - Clause 1.6 - Customs Clearance	<p>Customs Clearance</p> <p>a) The Bidder shall be solely responsible for Custom and Excise clearances (including any other related activities) of all items that may be directly or indirectly required for execution of this Contract.</p>	<p>We will be submitting this bid as a consortium comprising of Indian entity & Foreign entity. In this bidding we understand following:</p> <ul style="list-style-type: none"> • In case of offshore supplies by foreign entity of consortium on employer, the employer will be importer on records for off-shore supplies. • In case of offshore services provided by foreign entity of consortium, the employer will pay the GST on such services on RCM (reverse charge mechanism) basis. <p>Please confirm our understanding.</p>	The Employer shall not be an importer. The application of RCM provisions would be followed as per law. The RFP condition will prevail.	No	-
2	Part I - Bidding Procedure Section IV-B - Pricing Document Clause 1.2.4 - Deemed Exports	<p>Deemed Exports The Bidder shall solely be responsible for claiming and availing all deemed export benefits, if available, during the currency of contract. However, for availing the said benefits, necessary payment certificate in accordance with the laws of the land and extant policies of the Government of India will be issued by MMRCL at the specific request of the Bidder. Bidder shall process for refund for 100% of the paid Custom Duties/Basic custom duty (as applicable) for items as above after availing the concessional duties such as Project Import Benefits under chapter 98.01 of Customs Tariff Act etc. from the Statutory Authorities based on submission of documentary evidence by the Bidder. Bidder shall be fully responsible for ensuring that all necessary documentation/information, as may be required,</p>	<p>We understand that MMRCL will provide requisite documents for claiming project import benefit. Please confirm our understanding.</p>	Understanding is confirmed.	No	-

3	Sr. No.44 of Response on queries from Bidders Package 10C , Part I -Bidding Procedure Section IV-B -Pricing Document 1.3.1	The location of store of Package 10B contractor is at Bandra Kurla Complex	Considering Package 10C as a priority section for employe, bidder request to provide location of store to Package 10C also at Bandra Kurla Complex. This will surely expedite the work activity of Package 10C contractor.	Contractor on Pacakge 10C will be allotted land for storage of material and office at BKC.	Yes	-
4	Sr. No.50 & 56 of Response on queries from Bidders Package 10C , Part 2 - Employer Requirement Section VI (1)-B. Functional, Page 12 of 13	B7 OPERATIONAL REQUIREMENTS3. Attention shall be paid to locations where flooding could enter tunnel and Depotareas. In particular,(a) Construction of surface water drainage systems including Track Slab/plinth and ducts shall be avoided in the vicinity of Auxiliary substations to obviate any risk of flooding of electrical equipment areas.(b) Entrances and all other points of access to the Depot and tunnel areas shall be adequately protected against flooding.(c) Equipment and other facilities shall be adequately protected against flooding.4. During construction the Contractor shall be responsible for providing and maintaining adequate flood protection to ensure protection of the Works and for all adjacent areas, buildings and structures within the vicinity of the Works.	1) We have raised a prebid query informing that "Scope of 10C contractor is limited to construction of Track work in tunnel and station areas. Hence, the responsibility of flood protection works for adjacent areas, buildings and stuctures shall not be in the scope of 10 C contractors. Kindly confirm"2) Point No. b, Flooding protection at entrances and all other points of access to the depot and Tunnel areas cannot be the responsibility of 10C Contractor, as most of the civil works are executed by UG contractors and Depot civil contractors. 3) Point no. c: Please elobrate the list of equipment and facilities has to be protected against floods, as a track contractor our scope of works limited to track equipments. 4) Point no. 4: Please elobrate the scope of work and requirement under flood protection system. Generally the flood protection inside the tunnel, building and structures are provided by civil contractors.	For executing track work the track contractor has to make a full arrangement to ensure the flood water does not disrupt the track work during execution and the track work also should not cause flooding of the surrounding area. The RFP condition will prevail.	No	-
5	Sr. No.56 of Response on queries from Bidders Package 10C, Part 2 -Employer Requirement Section VI (1)-B. Functional, Page 12 of 13	D 9.9 Protection of the Adjacent Structures and Works. The Contractor shall take all necessary precautions to protect adjacent and structures, and works being carried out by others adjacent to and within the Site, from the effects of vibrations, undermining and any	A track Contractor work under the vicinity of Civil Contractor in tunnel and depot, which is barricaded and controlled by civil contractor only. Since the clause for the Work on	This clause is applicable in the case of any illeffect arising due to execution of track contractor works only.	No	-

		other earth/ground movements or the diversion of water flow arising from its work.	Raod the same is not applicale to track contractor.	The RFP condition will prevail.																		
6	Part 2 Employers Requirement ,Section VI (2) Outline Design Specifications, page 46, Clause No. 5.12 (i)	b) Further, the vibration attenuation performance of the proposed booted twin block sleeper system shall be a minimum of 22 VdB more than a direct fixation track with any of the rail fastening used on any of the existing Indian metro network, at any one frequency point between 0.5 to 80 Hz, proven via a calculated insertion loss chart. The static stiffness of the reference direct fixation track system shall be considered as 22.5 kN/mm for this purpose.	Bidder understand that the vibration attenuation performance of the proposed booted twin block sleeper system shall be a minimum of 22 VdB or more in absolute term , at any one frequency point between 0.5 to 80 Hz, proven via a calculated insertion loss chart. Kindly confirm	The vibration attenuation is 22 VdB more than the Direct Fixation track in Indian metro system. The RFP condition will prevail.	No	-																
7	Addendum No.2 Sr. No. 3, Part 3, Section VIII Clause 4.20	<p>Add the 4.20 (e) and (f) as under:</p> <p>e) Delivery Schedule of Head Hardened (HH) Rails (UIC 60E1, IRS-T-12:2009, 1080 grade)</p> <p>The Rails would be supplied in installments as per the following schedule of Key dates:</p> <table border="1"> <thead> <tr> <th>Delivery time at Stores Mumbai – No. of days from effective date(31-Jan-2020)</th> <th>Weight in MT</th> </tr> </thead> <tbody> <tr> <td>183 days to be supplied to contractor Package 10C store</td> <td>2000</td> </tr> <tr> <td>274 days to be supplied to contractor Package 10C store</td> <td>1050</td> </tr> <tr> <td>Total Quantity</td> <td>3050</td> </tr> </tbody> </table> <p>f) Delivery Schedule of Rails (UIC 60E1, IRS-T-12-2009, 880 grade)</p> <p>The Rails would be supplied in installments as per the following schedule of Key dates:</p> <table border="1"> <thead> <tr> <th>Delivery time at Stores Mumbai – No. of days from effective date(31-Jan-2020)</th> <th>Weight in MT</th> </tr> </thead> <tbody> <tr> <td>91 days to be supplied to contractor Package 10C store</td> <td>1100</td> </tr> <tr> <td>168 days to be supplied to contractor Package 10C store</td> <td>1000</td> </tr> <tr> <td>Total Quantity</td> <td>2100</td> </tr> </tbody> </table>	Delivery time at Stores Mumbai – No. of days from effective date(31-Jan-2020)	Weight in MT	183 days to be supplied to contractor Package 10C store	2000	274 days to be supplied to contractor Package 10C store	1050	Total Quantity	3050	Delivery time at Stores Mumbai – No. of days from effective date(31-Jan-2020)	Weight in MT	91 days to be supplied to contractor Package 10C store	1100	168 days to be supplied to contractor Package 10C store	1000	Total Quantity	2100	<p>Bidder understand that - 1. Head Hardened (HH) Rails (UIC 60E1, IRS-T-12:2009, 1080 Grade) Lot-1 will be available at Mumbai store not before 1st August 2020 and Lot-2 rails will be available not before 31st October 2020.</p> <p>2. Rails (UIC 60E1, IRS-T-12-2009, 880Gr) Lot-1 will be available at Mumbai store not before 1st May 2020 and Lot-2 rails will be available not before 17th July 2020.</p> <p>3. For contract package 10C, assuming NTP is on 15.01.2020, KD - 26, KD-27, KD-29, KD-33, KD-34 and KD-35 falls on 15-Aug-20, 15-Nov-20, 30-Sep-20, 15-Jun-20, 14-Sep-20 and 15-Nov-20 respectively. To achive this key dates, HH rails 1080Gr required on the access date itself which is on 16-May-20 for KD26 & KD 27, 15-Jun-20 for KD29, 14-Feb-20 for KD33, 15-Apr-20 for KD34 and 15-Jun-20 for KD35.</p> <p>4. For contract package 10C, assuming NTP is on 15.01.2020, KD - 16, KD-17 and KD-18 falls on 15-Jun-20, 15-Jul-20 and 13-Nov-20 respectively. To achive this key dates,rails 880Gr required on the access date itself which is on 14-Feb 20 for KD16 & KD 17 and 15-Mar-20 for KD185. Since welding of rails is the first activity in track work, bidder request employer to provide Rails</p>	<p>Revision of Key dates / Access dates is not considered necessary.</p> <p>The required quantity of rails will be supplied to enable the contractor to achieve the relevant Key dates.</p>	Yes	Refer Addendum No.3, Item No.3.
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			(Both 880Gr & 1080Gr HH) as per Access date or kindly revise access and key date of Package 10C. 6. Further, the only supplier of Twin-Block sleeper as per tender requirement, will be able to start the supply of twin block sleeper 10 months after finalization of fastening system and require another 8 months to complete the delivery. Considering the delivery schedule of supplier and NTP for Package 10C as 15th Jan 2020, KD26, KD27, KD28, KD29, KD33, KD34 & KD35 are unachievable.			
8	Section-I. Instruction to Bidders. Clause 4 –Eligible Bidders	A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV: (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during Contract execution	We understand that - Lead member will be allowed to raise 100% invoice. Please confirm our understanding.	Payment can be made in following forms: 1. 100% invoice raised by JV 2. Separate invoice raised by respective JV member subject to provision that the request for payment to either partner should be received from the consortium	No	-
9	Bid Security Validity ITB-20.1 Section-II BDS (Page 3 of 5) And Section IV-A-Bidding Procedure (Page 13 of 52)	The Bid validity period shall be One Hundred and Twenty (120) days. And (ii) twenty-eight (28) days after the end of the Bid Validity Period.	Bidder seeks confirmation regarding Validity of Bid Security. Kindly confirm is it 120 days or 120+ 28 = 148days?	The last sentence of ITB 21.2 is specific.	No	-
10	Power of Attorney ITB-22.2 Section-II BDS (Page 4 of 5)	The written confirmation of authorization to sign on behalf of the Bidder shall consist of the Power of Attorney and the document shall be notarized.	Bidder seeks confirmation regarding POA format; since there is no Specific Format of POA is given in the tender Document, kindly confirm, Can we use standard POA format for Authorised Signatory?	Understanding is confirmed.	No	-
11	Submission and Opening of Bids ITB-23.3 Section-II BDS (Page 4 of 5)	The sealed packet containing the Technical Bid shall contain 2(two) sections: i. Eligibility and Qualification criteria ii. Technical Bid In the first section, the bidder should enclose	Bidder seeks confirmation regarding submission of bid Security; Kindly Confirm, the second section of Technical Bid should contain Bid	Please refer ITB 11.2	No	-

		the documents and submissions as detailed in para 2.3-Part 1-Section III. The second section should contain the documents required for the technical bid.	Security OR it is to be submitted in separate envelope?.			
12	Sr. No. 1 of Response on queries from Bidders Package 10C	<p>Our Query -</p> <p>In case bid submitted as consortium comprising of Indian entity & Foreign entity. Please confirm that each consortium member (Indian entity & Foreign entity of consortium) will be allowed to raise separate invoices for their respective scope of work. For that purpose, a clear billing breakup identifying the details of currency wise split among the various consortium members for their respective scope of work will be given in pricing document and members will raise the invoices and will get paid accordingly by employer. Please confirm for above.</p> <p>MMRCL Response -</p> <p>Incase of bid consortium comprising Indian and Foreign partners invoices, as per the consortium agreement may be raised by the either partner and would be paid to one or other partner as per the request of the consortium. However the pricing document shall be in RFP.</p>	<p>Based on MMRCL response we understand that -</p> <ol style="list-style-type: none"> 1. Separate Invoice can be raised by the respective consortium member. 2. Payment will be made to respective consortium member against the invoices raised by them. <p>Please confirm our understanding.</p>	<p>Payment can be made in following forms:</p> <ol style="list-style-type: none"> 1. 100% invoice raised by JV 2. Separate invoice raised by respective JV member subject to provision that the request for payment to either partner should be received from the consortium. 	No	-
13	PC - 14.7 - Payments	From payment made by the Employer, deduction towards Income Tax and any other tax may be made at source from each payment made by the Employer, as may be directed by Income Tax Department and other statutory bodies or as provided in statute, relevant acts, rules, circulars and directions issued thereunder.	<p>We understand that -</p> <p>In case of 100% billing by lead member & 100% payment made to lead member , Lower TDS certificate from only the lead member only required d by MMRCL. Lower TDS certificate is not required from other consortium member who is not getting paid directly by MMRCL. Similarly GST TDS will only be deducted from member who is directly getting paid by MMRCL.</p> <p>Please confirm our understanding.</p>	<p>Lower TDS certificate would be honoured according to the party in whose favour the certificate is issued (by the competent authority - Govt. of India) for the items which are mentioned in the certificate. In the case of TDS against GST, this would be recovered from the payments being made by the MMRCL as per law. The RFP condition will prevail.</p>	No	-
14	General	Supply of Fastening System for Ballastless Track in Tunnel	Bidder request to provide the delivery schedule for the supply of Fastening	50% of Rail fasteners for Ballastless track will be supplied by 14-Apr-2020	No	-

			system from Package 10B track contractor	and balance by 14-Jul-2020 as per the Key date of Package 10B.		
15	ITB 27.1	The Bid opening shall take place at : MMRCL LINE 3 Transit Office Date : 15-09-2019 Time :3PM	Considering that the Addendum and clarification to queries have been issued only on 23rd August, we have been left with very few days to analyse the response and prepare a compliant solution. Accordingly, we request that the bid submission deadline be extended by 4 weeks to 13-10-2019.	None of the clauses affected by Addendum-2 appear to justify extension of the Bid submission date. The RFP condition will prevail.	No	-
16	Bid Security ITB-21.1 and Bid Form 9: Bid Security of Section IV-A-Bidding Procedure (Page 13 of 52)	The amount and currency of the Bid Security (Bid Form 9) for this Package 10C shall be INR 19.5 Million or USD 0.27 Million.	Bidder seeks confirmation regarding the Bank Guarantee against Bid security / Performance security; 1. we presume BG can issued from any Schedule Bank or Nationalized Bank. 2. SFMS details of Beneficiary (MMRCL) is not given, Kindly provide. 3. BG Validity	1. Understanding is confirmed 2) MMRCL does not have SFMS 3) Please refer ITB 21.2 and Contract data - Serial No.14, Section-VIII	No	-
17	Bid Submission Addendum No.1	"Bids must be delivered to the address above on or before 2 PM on 16-09-2019"	We are extremely keen to get associated for this prestigious project and now in serious mode while finalizing modalities of a Designer formation and also exploring collaboration with indigenous sources as well for various Indian / Foreign components of the work. The work assumes significances due to involvement of multidisciplinary work. In the view of the above we feel that we require more time for preparation of the subject tender, so that we can assimilate various expertise needed for implementation of work of such dimension. Therefore, we request you to extend the tender submission date by at least 4 weeks from replies to pre-bid queries.	Extension of Bid submission is not considered. The RFP condition will prevail	No	-
18	Via Email, dated: 30-08-2019	Credit Line Certificate for MMRCL - Part Design, Procurement and Part Supply, Installation, Testing and Commissioning of	We are in process of submitting the MMRC-Track work Tender. PFA Credit Line requirement of USD 7.0 Million as per attached tender Clause.	Adequate finance should be available. Funds / Credit available in INR	No	-

		Ballastless & Ballasted Track of Mumbai Metro Line 3 (Colaba – Bandra – SEEPZ)	We do not have any foreign currency credit line and hence the desired certificate can be accept in equivalent INR only. Kindly confirm.	should be converted and expressed in USD.		
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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-03 (PACKAGE 10C)

“Part Design, Procurement and Part Supply, Installation, Testing and Commissioning of Ballastless Track on the Mainline from Aarey station (excluded) until BKC station (included) and Ballasted Track in the area of at-grade Aarey Station and in the Depot area of Mumbai Metro Line 3 (Colaba – Bandra – SEEPZ)

and

Procurement and Supply of Turnouts, Scissor Crossovers and Buffer Stops for the entire Mainline for Mumbai Metro Line 3 (Colaba – Bandra – SEEPZ) including Package 10 B.”

Date: 04-Sep-2019

Loan Agreement No: ID-P 268

IFB No: MM3-CBS-TWK-03 (Package 10C)

Addendum No.3

Item No	Clause No	Description of Addendum
1	Bidders Queries – S.No.44 of 19-Aug-2019	In MMRCL response replace the para “ The location of store of Package 10B contractor is at Bandra Kurla Complex” as under: “The location of store of Package 10B contractor is at Govandi, Mankhurd – Gathkopar link road Mumbai, Pin: 400043” “The location of store of Package 10C contractor is at Bandra Kurla complex Mumbai 400051”
2	Bidders Queries – S.No.44 of 19-Aug-2019	In MMRCL response replace the para “ The RFP's of Package 10D & 10E provide that Rails shall be supplied at the store of contractor of Package 10C at Govandi, Mankhurd – Gathkopar link road Mumbai, Pin: 400043” as under: “The RFP's of Package 10D & 10E provide that Rails shall be supplied at the store of contractor of Package 10C at Bandra Kurla complex Mumbai 400051”

3	Part-3, Section-VIII, Addendum – 2, Item No.3, Clause 4.20 (e)	<p>Clause 4.20 (e) is replaced as under:</p> <p>e) Delivery Schedule of Head Hardened (HH) Rails (UIC 60E1, IRS-T-12:2009, 1080 grade) The Rails would be supplied in installments as per the following schedule of Key dates:</p> <table border="1" data-bbox="567 357 1459 711"> <thead> <tr> <th data-bbox="567 357 1018 459">Delivery time at Stores Mumbai – No of date from Effective date (31-Jan-2020)</th> <th data-bbox="1018 357 1459 459">Weight in MT</th> </tr> </thead> <tbody> <tr> <td data-bbox="567 459 1018 570">122 days to be supplied to contractor package 10 C Store</td> <td data-bbox="1018 459 1459 570">1200</td> </tr> <tr> <td data-bbox="567 570 1018 711">274 days to be supplied to contractor package 10 C Store</td> <td data-bbox="1018 570 1459 711">1850</td> </tr> </tbody> </table>	Delivery time at Stores Mumbai – No of date from Effective date (31-Jan-2020)	Weight in MT	122 days to be supplied to contractor package 10 C Store	1200	274 days to be supplied to contractor package 10 C Store	1850
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