



## Mumbai Metro Rail Corporation Limited

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

**MMRC/MML-3/JICA/PKG 10D/**

Date: 18-Sep-2019

To,

All Prospective Bidders

**Sub:** Mumbai Metro Line-3 Project – Package MM3-CBS-TWK-04 (10D) 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-04 (10D) Track work up to 16-Sep-2019 as well as Addendum No.1 is issued and enclosed.

Thanking you,

Yours Sincerely,

  
18/09/2019  
(Md. Aasim Sulaiman)  
GM (TRACK)

**Encl:** 1) Addendum No.1  
2) Response on queries of bidders up to 16-Sep-2019



**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-04 (PACKAGE 10D)**

**Invitation for Bids “Supply of 8490 MT Head Hardened (HH) Rails (UIC 60E1, IRS-T-12:2009, 1080 grade) for Track Work of Mumbai Metro Line 3 (Colaba - Bandra -Seepz) Rail Project.”**

**Date: 18-Sep-2019**

**Loan Agreement No: ID-P 268**

**IFB No: MM3-CBS-TWK-04 (Package 10D)**

**Addendum No.1**

<b>Item No</b>	<b>Clause No</b>	<b>Description of Addendum</b>
1	Part-1_Section-II_Clause ITB 14.8 (a) (iii)	<p><b>A. Replace the para below,</b> “Place of final destination for inland transportation will be as given below: 1. Store of Package 10B Contractor-Bandra Kurla complex Mumbai 400051 2. Store of Package10C Contractor- Govandi, Mankhurd – Gathkopar link road Mumbai, Pin: 400043 3. MMRCL stores - Bandra Kurla complex Mumbai 400051 and Govandi, Mankhurd – Gathkopar link road Mumbai, Pin: 400043” <b>as under:</b></p> <p>“Place of final destination for inland transportation will be as given below: 1. Store of Package 10B Contractor - Govandi, Mankhurd – Gathkopar link road Mumbai, Pin: 400043 2. Store of Package10C Contractor- Bandra Kurla complex Mumbai 400051 3. MMRCL stores - Bandra Kurla complex Mumbai 400051 and Govandi, Mankhurd – Gathkopar link road Mumbai, Pin: 400043”</p> <p><b>B. Delete the last sentence of this clause as given below:</b> “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.”</p>

2	Part-1_Section-IV_Bid Form-2	<p><b>Replace the Bid Form – 2 with Attachment No.1</b></p> <p>( The following has been added: “Custom duty is not a part of the price as duty paid would be refunded”)</p>
3	Part-1_Section-II_ITB 15.1 (c)	<p><b>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:</b></p> <p>“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.:”</p>
4	Part-2_Section-VI_Clause 1: List of Goods and Delivery schedule	<p>Replace the Schedule of Requirements in Part-2, Section VI, Clause 1 with the Attachment No.2</p>
5	Part-3_Section-VIII_GC 14.1: Contract Price and Advance Payment	<p>Below Para is Deleted:</p> <p>“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.”</p>
6	Part-1_Section-IV_Bid Form – 4A	<p><b>Replace the Bid Form – 4A with Attachment No.3</b></p> <p><b>(The words' after availing relevant credit' have been deleted from bid form 4A under Notes ‘b’)</b></p>

7	Part-1_Section-II_ITB 19.1 (b)	<p><b>Below clause: ITB 19.1 (b) of Section-II, Part-1 is DELETED</b></p> <table border="1" data-bbox="555 220 1608 424"> <tr> <td data-bbox="555 220 712 424"><b>ITB 19.1 (b)</b></td> <td data-bbox="712 220 1608 424">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</td> </tr> </table>	<b>ITB 19.1 (b)</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 Period
<b>ITB 19.1 (b)</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 Period			
8	Part-1_Section-II_ITB 41.1	<p><b>Replace the para</b> “The maximum percentage by which quantities may be increased is: <b>30% at the same rate, terms and conditions.</b> The maximum percentage by which quantities may be decreased is: 10%.”</p> <p><b>As below:</b></p> <p>“The maximum percentage by which quantities may be increased is: <b>30% at the same rate, terms and conditions.</b>”</p>		
9	Part-3,Section VIII GC 26.5 Warranty	<p><b>Replace the Para:</b> 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. <b>As under:</b></p> <p>“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.”</p>		
10	Part-1, Section II, ITB 14.8 (b) (i)	<p><b>Add the Below clause in ITB 14.8 (b) (i):</b></p> <p>“The bidder however may choose any another port if convenient.”</p>		



**MUMBAI METRO RAIL LINE 3  
BIDDING DOCUMENTS**

**Section IV -Bidding Forms**

**Attachment No. 1**

**September 2019**

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

Date: IFB No: MM3-CBS-TWK-04								
Currencies in accordance with ITB 15.1								
Page No								
Alternative No: Not applicable of								
1	2	3	4	5	6	7	8	9
Line Item No	Description of Goods	Country of Origin	Delivery date as defined by Incoterms	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)
		[insert country of origin of the Goods]	[insert quoted delivery date]		[insert unit price CIF per unit]	[insert total CIF price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]
1.	Supply of Head Hardened Rails (UIC 60E1), 1080 Grade, 13 m long as per IRS-T-12:2009, (Class A) rates are inclusive of clearance at port, handling charges, all taxes, 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 challan)			8490 MT				
Total Price								

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**

## 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	1400 1200	122 days to be supplied to contractor Package 10 B Package 10 C	Milestone
KD02	2	3500	183 days to be supplied to contractor package 10 B Store	Milestone
KD03	3	300 1850	274 days to be supplied to contractor package 10 B Store 10 C Store	Milestone
KD04	4	240	350 days to be supplied to purchaser store	Milestone
	Total Quantity	8490		

### 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 Taxes/Duties /Levies/Cess
		Rate%	Amount	Rate%	Amount	Rate%	Amount	Rate%	Amount	Rate%	Amount	Rate%	Amount	
1														
2														
3														
4														
5														
5														
<b>Total</b>														
<b>Grand Total</b>														

\*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	

**G17Mumbai Metro Line 3 (Colaba-Bandra- SEEPZ)**

**Invitation of Bid No: IFB No. MM3-CBS-TWK-04 (Package 10-D)**

**Supply of 8490 MT Head Hardened (HH) Rails (UIC 60E1, IRS-T-12:2009, 1080 grade) for  
Track Work of Mumbai Metro Line 3 (Colaba-Bandra -Seepz) Rail**

Sr. no.	Clause	Existing in Tender	Remarks/Clarification	Request for modification	MMRCL Response	Addendum (yes/no)	Addendum Ref
1	-	Delivery (Incoterms)		Please clarify if Incoterms 2010 version shall be applicable for this tender.	The Latest version at the time of bidding shall be used	No	-
2	-		Delivery (Inco Terms)	<b><u>REQUEST FOR MODIFICATION</u></b> Please clarify if Inco terms version shall be applicable for this tender	The latest version of Incoterms as of 28 days before the date of submission of bids would be applicable.	No	-
3	-		Delivery points	Two or three for both tenders.	Please refer Clause: ITB – 14.8 (a) (iii), Section-II, Part-1.	No	-
4	-	Ministry of Steel Approval	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	-
5	-		Ministry of Steel Approval	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. <b><u>REQUEST FOR MODIFICATION</u></b> Please confirm if MMRCL has attained the necessary approval	No approval of ministry of steel is required for the subject procurement	No	-

				from Ministry of Steel India for Import of Rails			
6	-		Tender rejection details to be informed to the participants.	Since, We are participating with FEE and BID amount we are bound to know the reasons for rejection.  As per ISO norms rejections to informed for corrective actions to participate in future tenders.	There is no provision for conveying the reasons to bidders who are unsuccessful in Technical / Financial evaluation	No	-
7	-		Customs registration to avail concessional duty on behalf of MMRCL.	To be handled by MMRCL directly due high hidden costs and delay in customs method..	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 would be responsible for payment of customs duty.  Registration of the contract and the letter of sponsorship to enable the supplier to avail of project benefits would be provided.	No	-
8	-		Overseas supplier – Currencies USD / Euro & INR involved in local delivery	INR involvement the respective needs RBI approval to pay the local charges in INR. Otherwise Violation as per Govt of India.	Any approvals required would have to be obtained by the Supplier as per law.	No	-
9	Invitation for Bids	Name of Work	Mumbai Metro Rail 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-04 (Package 10D): Supply of 8490 MT Head Hardened (HH) Rails (UIC 60E1, IRS-T-12:2009,1080 grade) for Track Work of Mumbai Metro Line 3 (Colaba - Bandra -Seepz) Rail Project.	Please confirm whether MMRC 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 Iron and Steel product in Govt procurement revised, 2019" ("DMISP policy"), and the importer needs to get a prior approval on it. <website> <a href="https://steel.gov.in/sites/default/files/Gazette_of_revised_DMI">https://steel.gov.in/sites/default/files/Gazette_of_revised_DMI</a>	No approval of ministry of steel is required for the subject procurement	No	-

				<p>SP_2019.pdf</p> <p>Without confirmation, it will have a huge risk for foreign bidder that suddenly MoS may stop the import after the order placement (LOA).</p> <p>Nothing has been mentioned in the tender documents related to above, so we need your comment.</p>			
10	Others	Answer to the clarification and bid submission date.	-	<p>Since we have to incorporate the answer of the clarification to the tender documents, please <b>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.</b></p> <p>We understand that it is safe to keep <u>minimum three weeks after receiving your answer for the submission of the bid,</u> because we are from overseas and we have to physically hand 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.</p>	<p>As there has been no material change in RFP conditions/ Addendums, there is no need to extension the bid submission date.</p> <p>The RFP condition will prevail.</p>	No	-
11	IFB_1.1 General 1.1.6			<p>Please confirm that the non-refundable fee of Rs 10,000 in form of demand draft can be submitted along with the offer on the date of opening of the bids.</p>	<p>The bid has to be submitted on the authenticated copy of bid documents, which have to be purchased before bid is submitted</p>	No	-

12	<p>Section-II _ ITB 14.8 (a) (iii) The custom duty as applicable will be reimbursed to the supplier as per documentary proof.</p> <p>GC 14.1 Contract Price and advance payment</p> <p>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</p>			<p>As a foreign supplier we are unable to pay the custom duty on your behalf and take reimbursement from you in INR since we do not have an establishment in India.</p> <p>All metro organizations including DMRC pay the applicable custom duty directly to the authorities on submission of custom duty demand.</p> <p>The custom duty at applicable concessional custom duty rate will be paid to Custom authority by MMRCL on submission of custom duty demand notice.</p>	<p>ITB 14.8 (a)(iii) conveys at the customs duty, at the concessional rates applicable would be paid by the supplier and reimbursed by the purchaser on submission of documentary proof.</p> <p>The Price being quoted in bid form 2 is hence the Price excluding customs duty.</p> <p>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 would be responsible for payment of customs duty.</p> <p>The RFP condition will prevail.</p>	No	-
13	<p>Section-II Bid Data Sheet</p> <p>ITB14.8(a)(iii)</p> <p>Page 10/212</p>	<p>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</p>	<p>We are a foreign rail manufacturer and our company does not have any permanent establishment in India, no INR account &amp; no PAN number.</p> <p>We request for ease of tax compliance that the custom duty and the</p>	<p>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.</p>	<p>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 would be responsible for payment of customs duty. RFP conditions prevail.</p>	No	-

		<p>is to be done by Supplier at his own cost.</p> <p>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 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.</p>	<p>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 in India and on submission of Custom Duty Demand Notice from Custom Authority by contractor based on the documents of material dispatched.</p> <p>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.</p>	<p>Please inform us if MMRCL will be registering this tender for Project Import registration and thereby availing concessional import duty.</p> <p>Also Please clarify the rate of custom duty applicable for this tender.</p>	<p>2. MMRC would provide the letter of sponsorship to enable the supplier to avail of project benefits.</p>		
14	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.	JNPT Port is a container port almost 100 kms outside of Mumbai. Mumbai Port is much closer.	Request Mumbai Port to be allowed too.	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
15	Section-II Bid Data Sheet ITB14.8 (a) (iii) Page 10/212		<p>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.</p> <p>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 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.</p>	<p>We are a foreign rail manufacturer and our company does not have any permanent establishment in India, no INR account &amp; no PAN number.</p> <p>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 in India and on submission of Custom Duty Demand Notice from Custom Authority by contractor based on the documents of material</p>	<p>The clause of reimbursement for 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.2</p> <p>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 would be responsible for payment of customs duty and all other levies, followed by reimbursement as provided for in the RFP.</p> <p>The letter of sponsorship to enable the supplier to avail of project benefits would be provided.</p>	Yes	Refer Addendum No.1, Item No.2



				<p>dispatched.</p> <p>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 .</p> <p><b><u>REQUEST FOR MODIFICATION</u></b></p> <p>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.</p> <p>Please inform us if MMRCL will be registering this tender for Project Import registration and thereby availing Concessional import duty.</p> <p>Also Please clarify the rate of custom duty applicable for this tender and that the same shall be used for tender evaluation .</p>	For evaluation of bids refer clause ITB 37 of Section-1, Standard Bidding documents.		
16	Section II - Bid Data Sheet ITB 14.8 (a) (iii)	Custom Duty	ITB 14.8 (a) (iii) ....the custom duty as applicable....	<p>We request custom duties to be directly paid by MMRCL to the port authorities directly i/o reimbursement.</p> <p>We also request custom duties to be part of price comparison/evaluation, since import custom duties are different (as per Government of India provided concessions) country wise. If there is no fixed/same import duty</p>	1. 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.	Yes	Refer Addendum No.1, Item No.2

				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.	<p>2. The bid has been invited at the price EXCLUDING the customs duty. Refer Addendum-1</p> <p>3. For evaluation of bids refer clause ITB 37 of Section-1, Standard Bidding documents.</p>		
17	Section II - Bid Data 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 (paid to port authority only), understand the same is not required to be taken in the cost sheet. Further, please share the list of Port handling charges in order to avoid any confusion/dispute at the time of execution/billing to MMRCL.	Please refer Bid Form - 2 . The bid price is INCLUDING port handling charges. The relevant provisions of reimbursement of port handling charges is deleted.	Yes	Refer Addendum No.1, Item No.2
18	Section II - Bid Data Sheet	Unloading & Stacking	ITB 14.8 (a) (iii) NOTE...	Understand for supplies (quantity) made against package 10B, supplier responsibility is to bring cargo to yard and unloading/stacking will be taken care by MMRCL contractor? Please advise if our understanding is correct. Further, we request, contractor to quickly start unloading of cargo from our vehicle in order to have a quick turnaround of delivery (since it will have	<p>Please refer ITB 14.8 (a) (iii).</p> <p>The stacking in the store depot of the Package 10B is not in the scope of in this RFP.</p>	No	-

				<p>implication both in terms of cost &amp; delivery). We propose to have a joint meeting between MMRCL/GC, Contractor &amp; Supplier after award of contract to have a smooth execution.</p> <p>As a supplier of HH Rails to most of 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 &amp; 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.</p>	<p>The responsibility for preparing the store ground for stacking rails are not in the scope of this RFP.</p> <p>The RFP condition will prevail.</p>		
19	Section II - Bid Data Sheet	Unloading Port	ITB 14.8 (b) (i)	<p>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 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</p>	<p>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.</p>	Yes	Refer Addendum No.1, Item No.10

				Nhava Sheva as discharging port option.			
20	Part 1/Section II/ITB14.8(a)(iii)/ page 2 of 5		Place of final destination for inland transportation	Please confirm exact address for delivery and qty	1. Please refer Addendum No.1, Item No.1 for the address for delivery  Please refer Addendum No.1, Item No.4 for Quantity details	Yes	Refer Addendum No.1, Item No.1 and Item No.4
21	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 9( if required ) for stacking will be provided by MMRCL. Supplier scope is limited to unloading and stacking only.	1. Statutory permissions as required would have to be obtained by the supplier.  Space/Firm ground would be provided and it has road access	No	-
22	Section II_ITB 14.8 (a) (iii) (Page no 2 of 5)  & Section VIII – Particular conditions of contract GC 14.1 Contract Price and advance payment		The custom duty as applicable will be reimbursed to the supplier as per documentary proof.  & GC 14.1 Contract Price and advance payment  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	As a foreign supplier we are unable to pay the custom duty on behalf of MMRCL and take reimbursement from you in INR since we do not have an establishment in India.  All metro organizations including DMRC pay the applicable custom duty directly to the authorities on submission of custom duty demand.  <b>Change Requested:</b> The custom duty at applicable concessional custom duty rate will be paid to Custom authority by MMRCL on submission of custom duty demand notice.	ITB 14.8 (a)(iii) conveys at the customs duty, at the concessional rates applicable would be paid by the supplier and reimbursed by the purchaser on submission of documentary proof. The Price being quoted in bid form 2 is hence the Price excluding customs duty .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 would be responsible for payment of customs duty which will be reimbursed to the supplier.	Yes	Refer Addendum No.1, Item No.2
23	Section II_ITB 14.8 (a) (iii)		Place of final destination for inland transportation will be as given below: .  1. Store of Package 10B Contractor-Bandra Kurla complex Mumbai 400051 2. Store of Package10C Contractor- Govandi, Mankhurd – Gathkopar link road Mumbai, Pin: 400043 3. MMRCL stores - Bandra Kurla complex Mumbai 400051 and	MMRCL will provide firm ground (as per IRS-T-12-2009 requirement) for stacking of the rails. Further the Project site should be accessible for 60 feet trailers. The site will be available without any hinderence and / or obstruction of any kind including trade unions or Mathadi.	1. Understanding of ground preparation is confirmed. The site has normal road Access and vacant possession would be provided.  Please refer Addendum No.1, Item No.1 for the location of store depot of Package 10B and	Yes	Refer Addendum No.1, Item No.1

			Govandi, Mankhurd – Gathkopar link road Mumbai, Pin: 400043  The material is to be delivered, unloaded and duly stacked in stores at final destinations		10C.		
24	Section II - Bid Data Sheet	Related Service		Understand in this tender there is no related services, if yes, please advise what are these related services?	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
25	Section-II_ITB 15.1 Point no (c)		(c) Related Services, <b>other than inland transportation</b> 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.	Kindly clarify that for the component i.e “Inland transportation and other services required in the purchaser’s country to convey the good to their final destination” – > we understand that the bid currency for this component should be in <b>‘foreign currency’</b> , since as per the form 2 i.e in column 9 we need give the total CIF Price and the inland transportation cost.	ITB 15.1(C) is amended to replace the words, “other than “with the Word , “including “.	Yes	Refer Addendum No.1, Item No.3
26	Section II BDS ITB 19.1 (b)  Page 10/212		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	<b>REQUEST FOR MODIFICATION</b>  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
27	Section II - Bid Data Sheet		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 Period	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
28	Section II BDS ITB 19.1 (b)	The Bidder is required to be represented by an agent in the country equipped and able to		We request you to kindly delete it.	Section II BDS ITB 19.1 (b) – DELETED	Yes	Refer Addendum No.1, Item No.7

	Page 10/212	carry out the Supplier's maintenance, repair and spare parts-stocking obligations during Defect Liability Period					
29	Section-II BDS ITB 20.3 (a)  Page 10/212  &  GC 13.1  Page 196/210	<p>The adjustment factor for the fixed portion of the Contract price will be calculated on the basis of difference in WPI(Whole sale Price Index) for the month after 56 days of initial validity to the WPI for the month of validity extended. This will be applied in either side +ve or - ve. The adjustment factor shall apply to both local and foreign currency portion.</p> <p>The price shall be adjusted by the factor Pn,, the 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:  <math display="block">P_n = 0.15 + 0.85(S_n/S_0)</math> Where Sn and S0 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.</p>	<p>Please consider the Price Variation Formula attached, as that is more relevant to the country where the goods are being manufactured.</p> <p>The WPI and RBI formula is applicable for India and for mild steel.</p>	<p>Request for Price to be fixed and no PVC Formula to be used</p> <p>Or</p> <p>the PVC formula submitted by us to be used.</p>	The RFP condition will prevail.	No	-
30	Section-II BDS ITB 20.3 (a)  Page 10/212  &		<p>The adjustment factor for the fixed portion of the Contract price will be calculated on the basis of difference in WPI(Whole sale Price Index) for the month after 56 days of initial validity to the WPI for the month of</p>	<p>Please consider the Price Variation Formula attached, as that is more relevant to the country where the goods are being manufactured.</p>	The RFP conditions will prevail	No	-

	GC 13.1 Page 196/210		<p>validity extended. This will be applied in either side +ve or - ve. The adjustment factor shall apply to both local and foreign currency portion.</p> <p>The price shall be adjusted by the factor Pn,, the 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 S0 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.</p>	<p>The WPI and RBI formula is applicable for India and for mild steel.</p> <p><b><u>REQUEST FOR MODIFICATION</u></b> Request for PVC Formula to be used (attached to these documents)</p>			
31	<p>Section II_ITB 21.1</p> <p>The amount of the Bid Security shall be: INR 6.31 Million or US\$ 89670</p>			<p>We are a European supplier and prefer to open the bid security in Euro. Please indicate the bid security equivalent in Euro.</p> <p>Please indicate the bid security equivalent in Euro</p>	<p>Bid security has to be submitted in INR or USD.</p> <p>The RFP condition will prevail.</p>	No	-
32	<p>Section II _ITB 22.1</p> <p>Page 11/212</p>	In addition to the original copy of the bid, 2 copies of bids will be submitted on date, time and place mentioned in IFB.		<p>We request you to kindly consider only Original along with an electronic PDF copy.</p> <p>We also request MMRCL to supply us 2 more signed copies of the tender documents which are required for the tender submission. You may charge us for the 2 extra sets.</p>	<p>Original +2 copies as per RPF are essential.</p> <p>The RFP condition will prevail</p>	No	-
33	<p>Section II _ITB 22.1</p> <p>Page 11/212</p>		In addition to the original copy of the bid, 2 copies of bids will be submitted on date, time and place mentioned in IFB.	<p><b><u>REQUEST FOR MODIFICATION</u></b> We request you to kindly consider only Original along with an electronic PDF copy.</p>	The RFP condition will prevail	No	-
34	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. The RFP condition will prevail.	No	-
35	Section-II	Bid Prices expressed in	With every postponement, there will	a)	Refer ITB 36.1.	No	-

	<p>BDS E. Evaluation &amp; Comparison of Bids</p> <p>ITB 36.1 (a) "Conversion to Single Currency"</p> <p>Page 12/212</p>	<p>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 <a href="http://www.xe.com">www.xe.com</a></p>	<p>be issues of the 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 time, cost and effort.</p>	<p>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.</p> <p>b) There are two options mentioned for currency bid evaluation i.e RBI and xe.com.</p> <p>To avoid any ambiguity in price evaluation Kindly provide any one option only.</p>	<p>Incase the submission date is extended the conversion is to be done as per the exchange rate 28 days prior to the extended date.</p> <p>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.</p>		
36	<p>Section-II BDS E. Evaluation &amp; Comparison of Bids</p> <p>ITB 36.1 (a) "Conversion to Single Currency"</p> <p>Page 12/212</p>		<p>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 <a href="http://www.xe.com">www.xe.com</a></p>	<p>With every postponement, there will be issues of the 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 time, cost and effort.</p> <p><b>REQUEST FOR MODIFICATION</b></p> <p>a) 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.</p> <p>b) There are two options mentioned for currency bid evaluation i.e RBI and xe.com.</p> <p>To avoid any ambiguity in price evaluation Kindly provide any one option only.</p>	<p>If the date of opening is postponed the change in the validity of Bid security required is inevitable. The rate of exchange would be as per the RFP. As for rate of exchange, the option of <a href="http://www.xe.com">www.xe.com</a> is only incase the relevant rate is not available in the notification of Reserve Bank of India.</p> <p>The RFP condition will prevail.</p>	No	-
37	<p>Section II - Bid Data Sheet</p>	<p>Conversion of Single Currency</p>	<p>ITB 36.1</p>	<p>Understand there is typo error, the different currencies should be converted in INR i/o USD. Further, RBI no longer maintains</p>	<p>Bids in all currencies are to be converted to USD. The 'rate notified by RBI' is the rate notified on behalf of RBI .</p>	NO	-



				the exchange rate, rather they have instructed FBIL to maintain such exchange rate data, please check and consider.	RFP conditions prevail		
38	Section II - Bid Data Sheet	ITB 36.1 "Conversion to Single Currency"	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 documents again, which is a 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.	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 RFP conditions prevail	NO	
39	Section -II _ 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			MMRCL is an organization of Indian origin and hence as per practice of ICB, the bids conversion should be in Indian Rupees.	The RFP condition will prevail.	No	-

	before the latest date of tender submittal or www.xe.com.						
40	Section -II _ ITB 41.1 Purchaser's Right to Vary Quantities at Time of Award Page 12/212	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%.	In order to secure the best freight cost, we would like to avoid minus side variation.	We suggest +30% / -5%.	The variation in reduction of quantity is deleted.	Yes	Refer Addendum No.1, Item no.8
41	Section -II _ ITB 41.1 Purchaser's Right to Vary Quantities at Time of Award Page 12/212		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%.	In order to secure the best freight cost, we would like to avoid minus side variation. <b><u>REQUEST FOR MODIFICATION</u></b> We suggest +30% / -5%.	The provision for reducing the quantity is deleted.	Yes	Refer Addendum No.1, Item no.8
42	Section III_Evaluation & Qualification Criteria h) HH Rails – Performance Certificate Pg 17/212	The bidder shall furnish the details of supplies made and used for HH Rails as per international standards or as per the specification of this tender (IRS-T-12:2009), for (UIC60E1/UIC60). Details should include a performance certificate from the user, which should include purchase order details, name of manufacturer, name of purchaser, the railway projects involving passenger operations/ MRTS Project, where rails have been used.	We have many performance certificates issued by Customers across the world and every country issues them as per what is prevalent in their country. It is not possible to get fresh ones issued using the exact wordings as stated in this tender. Also for European countries, as per the European Law called "General Data Protection Regulation" we are unable to share such information as the to the third party.	Request to accept our performance certificates as issued by our Customers across the World	Certificates from the actual user, indicating this specifications and applications in projects involving passengers operation/MRTS are essential for evaluation of the suitability of the offer. The RFP conditions will prevail.	No	-

43	Section III_Evaluation & Qualification Criteria  h) HH Rails – Performance Certificate  Pg 17/212		The bidder shall furnish the details of supplies made and used for HH Rails as per international standards or as per the specification of this tender (IRS-T-12:2009), for (UIC60E1/UIC60). Details should include a performance certificate from the user, which should include purchase order details, name of manufacturer, name of purchaser, the railway projects involving passenger operations/ MRTS Project, where rails have been used.	We have many performance certificates issued by Customers across the world and every country issues them as per what is prevalent in their country.  It is not possible to get fresh ones issued using the exact wordings as stated in this tender.  Also for European countries, as per the European Law called “General Data Protection Regulation” we are unable to share such information as the to the third party.  <b><u>REQUEST FOR MODIFICATION</u></b>  Request to accept our performance certificates as issued by our Customers across the World	Certificates from the actual user, indicating this specifications and applications in projects involving passengers operation/MRTS are essential for evaluation of the suitability of the offer.  The RFP conditions will prevail	No	-
44	Part 1/Section III/1/1.1/page 1of 11		Evaluation Criteria	Please confirm cost components to be considered to arrive at L1. Is custom duty considered as cost ?	For evaluation of bids refer clause ITB 37 of Section-1, Standard Bidding documents.	No	-
45	Section III - Evaluation and Qualification Criteria	HH Rails - Performance Certificate	HH Rails - Performance Certificate	Please note it is very difficult to 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, hence we request you to kindly change the certificate from Performance Certificate to Supply Certificate. MMRCL can cross check such authenticity of such certificate from issuing authorities.	Certificates from the actual user, indicating this specifications and applications in projects involving passengers operation/MRTS are essential for evaluation of the suitability of the offer.  The RFP conditions will prevail	No	-

				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.			
46	<p>Section III_Eligibility and Qualification Criteria:</p> <p>Minimum average annual turnover of USD 18.2 million, calculated as total certified payments received for contracts in progress and/ or completed, within the 5 years ending 31st March 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 financial year ending on 31st December, divided by 5 years.</p>			<p>The financial years are not updated correctly for this tender.</p> <p>Minimum average annual turnover of USD 18.2 million, calculated as total certified payments received for contracts in progress and/ or completed, within the 5 years ending 31st March 2019 for the countries where the financial year ending on 31st March or for the last five (5) years ending 31st December 2018 for the countries where the financial year ending on 31st December, divided by 5 years.</p>	The RFP condition will prevail.	No	-
47	Section III_Evaluation and	The audited balance sheets or, if not required by the laws of the Bidder's country,	We understand that Audited Balance Sheets and other financial statements acceptable to the Purchaser, for the last 5 years should be ending on 31st	Kindly check the mentioned clause and clarify.	The dates as mentioned in the RFP are correct and may be followed	NO	-

	<p>qualification criteria</p> <p>Financial Situation</p> <p>2.3.1</p> <p>Financial Performance</p> <p>Page 22/212</p>	<p>other financial statements acceptable to the Purchaser, for the last 5 years ending 31st March 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 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.</p>	<p>March 2019 or for the last five (5) years ending 31st December 2018 for the countries where the financial year ending on 31st December.</p>				
48	<p>Section III_Evaluation and qualification criteria</p> <p>Financial Situation</p> <p>2.3.1</p> <p>Financial Performance</p> <p>Page 22/212</p>		<p>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 31st March 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 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.</p>	<p>We understand that Audited Balance Sheets and other financial statements 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 financial year ending on 31st December.</p> <p><b>REQUEST FOR MODIFICATION</b></p> <p>Kindly check the mentioned clause and clarify.</p>	<p>The condition has been checked and it would prevail.</p>	No	-
49	<p>Part1/Section III/2.3/2.3.1, 2.3.2, 2.3.3/page 7-9 of 11</p>		<p>Financial performance , Avg Annual turnover, Financial resources</p>	<p>Please confirm, if details can be given in Indian Rupees ( INR)</p>	<p>Performance details in INR may be converted to USD as required</p>	No	-
50	<p>Section III - Evaluation and Qualification</p>	<p>3.2A2 :For the Bidders having source of Rail manufacturing facility</p>	<p>(iii) Documentary evidence of Head Hardened (HH) Rails manufacturing facilities certified by internationally</p>	<p>Please let us know the specification of the certificate of RDSO or other internationally</p>	<p>The certification of Manufacturing facility of HH Rails should be from accredited</p>	No	

	Criteria	situated in other than the country of purchaser – Foreign Bidders	accredited agency is to be submitted with the bid.	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.	agency. The RFP condition will prevail.		
51	Section IV. Bid Form 2 Price Schedule form: Goods supplied from outside the country Pg 34/212			As discussed in the Pre Bid meeting for fair competition for all the Bidders and as is being followed by all the Metros in India, we request to please continue with this form where basis of evaluation shall only be CIF Price and Inland Transportation price	For evaluation of bids refer clause ITB 37 of Section-1, Standard Bidding documents. Please refer to Addendum-1	Yes	Refer Addendum No.1, Item No.2
52	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.	The RFP conditions will prevail	No	-
53	Section IV. Bid Form 2 & 4A – (page 4 & 7 of 31)		Bid form 2: Price Schedule: Goods supplied from outside the purchaser's country.  Bid Form 4A - Details of Taxes/Duties/Levies etc included in the bid Price	It is clear from form 2 that as a foreign supplier, we have to give the CIF Price only (without custom duty) in column 6 & 7. However in column 8 i.e cost for inland transportation, we have to give Price for 'inland transportation' including the applicable GST.  Kindly clarify in form 4A i.e "details of Taxes/Duties/Levies etc <b>included in the bid Price</b> " only the GST applicable on the transportation services in to be declared. The applicable custom	It is correct that the custom duty is not include in the quoted price, the purpose of Bid Form-4A is to identify the taxes and duties prevailing at the time of submission of bids.  GST will be applicable on the cost of Rails, handling, transportation and delivery at the site as per RFP. In the case of imported material custom duty paid would be reimbursed and it is not a part of the quoted price.	No	-

				duty will not be declared since you have asked only the CIF Price and custom duty is not included in the Price quoted in form 2.			
54	Section IV	Bid Evaluation Methodology	Please clarify the Bid Evaluation Methodology and which all cost components will form part of this evaluation.	For a fair competition and most competitive price to MMRCL, we request the basis of evaluation to be kept CIF price & Inland Transportation Price, as is in Price Schedule Form 2.	For evaluation of bids refer clause ITB 37 of Section-1, Standard Bidding documents.	No	-
55	Section IV		Bid Evaluation Methodology	<b><u>REQUEST FOR MODIFICATION</u></b> Please clarify the Bid Evaluation Methodology and which all cost components will form part of this evaluation.	For evaluation of bids refer clause ITB 37 of Section-1, Standard Bidding documents.	No	-
56	Part 1/section IV/page 20 -23 of 30		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	-
57	Section IV. Bidding Forms	Form of Bid Security - Bank Guarantee / Bid Bond		As per our understanding Bank Guarantee and Bid Bond are same, please confirm? Which one we should submit?	They are not the same but you may use one OR the other.	NO	-
58	Part 1/section IV/page 27 of 31		Bid form 18 A, Bank Guarantee	Please provide account number, bank address with IFC code for SFMS transfer of Bank Guarantee	Bank Guarantee may be issued in favour of the purchaser. The purchaser shall get the same physically confirmed by the issuing bank.The purchaser's bank etc .. information is hence not necessary .	NO	-
59	Section IV. Bid Form 18B:		Form of Bid security (Bid Bond)	We do not understand the purpose of this bid security (Bid Bond)  Please clarify who and how this bid bond has to be subitted.	Bid Security may be submitted in EITHER Bank guarantee or Bid bond at the choice of the bidder.	NO	-
60	Section IV. Bid Form 18B: Form of Bid security (Bid Bond)			We do not understand the purpose of this bid security (Bid Bond)  Please clarify who and how this bid bond has to be subiitted.	Bid Security may be submitted in EITHER Bank guarantee or Bid bond at the choice of the bidder.	No	-

61	Part 1/section IV/page 31 of 31		Performance certificate	Photo copy of end user certificate with self-authentication will be submitted. In case all required details are not mentioned in user certificate same will be certified by the bidder.	<b>“Photo copy of end user certificate with self-authentication will be submitted “ is acceptable.</b>  Certificates from the actual user, indicating this specifications and applications in projects involving passengers operation/MRTS are essential for evaluation of the suitability of the offer.  The RFP conditions will prevail	No	-
62	Section IV. Bid Form 4A: Details of Taxes/Duties/Levies etc. included in the Bid Price Page 37/212		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) (after availing 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.	We are a foreign rail manufacturer and our company does not have any permanent establishment in India, no INR account & no PAN number. Therefore, due to limitation by law, we cannot accept pay GST payment in India. <b>REQUEST FOR MODIFICATION</b> Request for Purchaser/ MUMBAI METRO RAIL CORPORATION LIMITED to pay GST.	As for the request that purchaser should pay GST: The terms of contract are delivery at the nominated project sites and intermediate steps, payment of dues, etc are to be handled by the supplier or the supplier’s agents.	No	-
63	Section IV. Bid Form 4A: Details of Taxes/Duties/Levies etc. included in the Bid Price Page 37/212	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) (after availing relevant Credit) on completely assembled/ manufactured Plant/	We are a foreign rail manufacturer and our company does not have any permanent establishment in India, no INR account & no PAN number. Therefore, due to limitation by law, we cannot pay GST payment in India.	Request for Purchaser/ MUMBAI METRO RAIL CORPORATION LIMITED to pay GST.	The RFP provides that all actions of unloading, clearance of the port transportation and delivery at the nominated depot/site are to be handled by the supplier .This includes payment of GST, which is part of the price.	No	-



		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.					
64	Section IV. Bidding Forms	Bid Form 4A	Bid Form 4A	Please advise what to fill in this form and how relevant is this. Is this form used to compare prices of all bidders since Duties are one of the cost to MMRCL and cannot be ignored in making a price comparison for price evaluation. Further, we request Custom Duty (Basic Custom Duty, including Surcharge & IGST) to be paid by MMRCL to port authorities. There is another GST (CGST/SGST) which will be 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.	1. The purpose of data in Bid Form-4A is to identify the rates of taxes etc at the time of bidding. As for the request that purchaser should pay customs duty: The terms of contract are delivery at the nominated project sites and intermediate steps of customs clearance, payment of dues, etc are to be handled by the supplier or the supplier's agents. 2. The words "after availing relevant credit" have been deleted from bid form 4A under Addendum No.1 - The words 'after availing relevant credit' have been deleted from bid form 4A under notes 'b'.	Yes	Refer Addendum No.1, Item No.6
65	Section IV. Bid Form 4 <sup>a</sup> . Details of Taxes/Duties/Levies etc included in the bid Price			It is not clear if foreign supplier has to fill in this form in order to declare applicable custom duty on CIF value of goods as well as the GST payable on Inland transportation and other services required in the purchaser's country.  Please clarify	Custom duty, as applicable, is to be paid by the supplier and reimbursement claimed from the purchaser. However Details of taxes duties that have been included in bid Price need to be shown in Bid Form-4 <sup>a</sup> , for the record. In this context please refer the GC-15, Section-VIII and ITB 14.8 (a) (iii) Para-3, Section -II and Please refer GC 14.1 (4), Section VIII.  The RFP condition will prevail.	No	-
66	Section VI. Schedule of Requirements  1. List of goods and		Delivery schedule: Notice to Commencement of Work from the date of signing of contract agreement is Effective date.  KD 01-Lot 1 is to be delivered in 122	The international business is carried-out with reference to establishment of a commercially operable Letter of Credit by the purchaser, which is the key date for all the activities related to	1. It is clarified that the letter of credit would be provided to the successful bidder on or before signing of agreement.	No	-

	<p>Delivery Schedule Page 69/212</p>		<p>days to be supplied to contractor package 10B</p>	<p>deliveries in the contract. No activity regarding planning, manufacturing and rolling of rails begins unless the Supplier receives commercially operable Letter of Credit. We thus propose delivery schedule to be linked with the date of establishment of LC. Also in the 1st Lot there are issues like nomination of Inspector, finalization of inspection plan and other formalities in regard to import of goods which means additional time is required for delivery of Lot 1. We thus request you that Lot 1 delivery should be at least 6 months from establishment of commercially operable Letter of Credit.</p> <p><b><u>REQUEST FOR MODIFICATION</u></b></p> <p>We request delivery schedule to be linked with the date of establishment of Letter of Credit.</p> <p style="text-align: center;">and</p> <p>For the Clause for Delivery Schedule to be made :Lot 1 to be delivered in 200 days, date to be reckoned from date of signing of the LC. For other Lots it can remain as it is.</p>	<p>As regards completion period (KD) the RFP condition will prevail.</p>		
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67	<p>Section VI. Schedule of Requirements</p> <p>1. List of goods and Delivery Schedule Page 69/212</p>	<p>Delivery schedule: Notice to Commencement of Work from the date of signing of contract agreement is Effective date.</p> <p>KD 01-Lot 1 is to be delivered in 122 days to be supplied to contractor package 10B</p>	<p>The international business is carried-out with reference to 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 activity regarding planning, manufacturing and rolling of rails begins unless the Supplier receives commercially operable Letter of Credit. We thus propose delivery schedule to be linked with the date of establishment of LC.</p> <p>Also in the 1st Lot there are issues like nomination of Inspector, finalization of inspection plan and other formalities in regard to import of goods which means additional time is required for delivery of Lot 1. We thus request you that Lot 1 delivery should be at least 6 months from establishment of commercially operable Letter of Credit.</p>	<p>We request delivery schedule to be linked with the date of establishment of Letter of Credit.</p> <p style="text-align: center;">and</p> <p>For the Clause for Delivery Schedule to be made : Lot 1 to be delivered in 200 days, date to be reckoned from date of signing of the LC.</p> <p>For other Lots it can remain as it is.</p>	<p>2. It is clarified that the letter of credit would be provided to the successful bidder on or before signing of agreement.</p> <p>3. As regards completion period (KD) the RFP condition will prevail.</p>	No	-
68	<p>Section VI. Schedule of Requirements</p>	List of goods and Delivery Schedule	1. List of goods and Delivery Schedule	<p>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.</p> <p>Key Dates -</p> <p>KD01 - Lot 1 - Quantity (MT) 2,600 = 150 days (i/o 122 days)</p> <p>KD02 - Lot 2 = Quantity (MT) 3,500 = 210 days (i/o 183 days)</p> <p>KD03 - Lot 3 = Quantity (MT) 2,390 = 270 days (i/o 274 days)</p> <p>Since the quantity of KD04 is very small, we would like to combine the cargo in 3rd lot, we are OK if MMRCL can consider increasing the quantity of any of the lot or if MMRCL can accept</p>	<p>1. It is clarified that the LC for the entire quantity would be provided to the supplier on or before the signing of the contract agreement.</p> <p>2. Additional quantity of rails can be accepted prior to the Key dates indicated.</p>	No	-

				quantity in 1 lot or 2 lots. 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.			
69	Part2/Section VI/page1 & 2		List of goods and delivery schedule	Effective date to be treated at date of advance/ LC. Please confirm	It is clarified that the letter of credit would be provided to the successful bidder on or before signing of agreement.	No	-
70	Part2/Section VI/page1 & 2		List of goods and delivery schedule	Please confirm on , delivery tolerance on total order qty of 8490 MT. We propose delivery tolerance of +/-5% on total quantity	Refer Addendum No.1, Item No.4 The delivery tolerance will be up to + 0.5%.	Yes	Refer Addendum No.1, Item No.4
71	Part2/Section VI/page1 & 2		List of goods and delivery schedule	Please confirm,1. Billing to be done on actual weight basis or theoretical weight basis.  2. <b>Acceptance of short length up to 10 % of total order qty as per IRS - T 12 in pairs of 10, 11 and 12 mtrs.</b>	1. Billing is on standard weight basis by measurement.  Acceptance of short length as per specification IRST-12-2009 is confirmed subject to completing the overall quantity as per contract.	No	-
72	Section VI. Schedule of Requirements.		1. List of Good and Delivery Scedule  The date of signing of the contract agreement is effective date.	Notice of commencement of work from date of signing of the contract agreement is not acceptable.  <b>Request for change:</b> Notice of commencement of work from from the date of establishment of acceptable LC for the supplier.	It is clarified that the letter of credit would be provided to the successful bidder on or before signing of agreement.	No	-

73	<p>Section VI. Schedule of Requirements.</p> <p>1. List of Good and Delivery Scedhul e.</p>		<p>The rails are required to be supplied in installements as per the following Schedule of key dates</p> <p>Delivery timat at stores – Mumbai No of days from effective date.</p> <table border="1" data-bbox="1018 447 1439 810"> <tr> <td>KD01</td> <td>1</td> <td>2600</td> <td>122 days</td> </tr> <tr> <td>KD02</td> <td>2</td> <td>2000</td> <td>183 days</td> </tr> <tr> <td></td> <td></td> <td>1500</td> <td></td> </tr> <tr> <td>KD03</td> <td>3</td> <td>1050</td> <td>274 days</td> </tr> <tr> <td></td> <td></td> <td>1100</td> <td></td> </tr> <tr> <td>KD04</td> <td>4</td> <td>240</td> <td>350 days</td> </tr> </table>	KD01	1	2600	122 days	KD02	2	2000	183 days			1500		KD03	3	1050	274 days			1100		KD04	4	240	350 days	<p>Delivery time at stores Mumbai for lot KD01 is too short.</p> <p>It is practically impossible to deliver rails at site for 1<sup>st</sup> lot at 122 days from signing of the contract. The reasons are as follows:</p> <ul style="list-style-type: none"> <li>➤ We can commence rolling only after receipt of workable LC.</li> <li>➤ Rails are a critical product and require extensive and time consuming testing. Complete manufacturing process, testing &amp; inspection takes 3 to 4 months.</li> <li>➤ Transit time from Europe to Mumbai port is 4 to 5 weeks.</li> <li>➤ Minimum 20 days are required for custom clearance and transportation to the site.</li> </ul> <p>Request for Change: The rails are required to be supplied in installements as per the following Schedule of key dates:</p> <table border="1" data-bbox="1445 1325 1825 1686"> <tr> <td>KD01</td> <td>1</td> <td>2600</td> <td>180 days</td> </tr> <tr> <td>KD02</td> <td>2</td> <td>2000</td> <td>270 days</td> </tr> <tr> <td></td> <td></td> <td>1500</td> <td></td> </tr> <tr> <td>KD03</td> <td>3</td> <td>1050</td> <td>340 days</td> </tr> <tr> <td></td> <td></td> <td>1100</td> <td></td> </tr> <tr> <td></td> <td></td> <td>240</td> <td></td> </tr> </table>	KD01	1	2600	180 days	KD02	2	2000	270 days			1500		KD03	3	1050	340 days			1100				240		The RFP condition will prevail.	No.	-
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74	<p>Section VI. Schedule of Requirements.</p> <p>2. List of Related Services</p>			<p>It is not clear who is the contractor 10B, 10C and 10D and who is responsible for unloading &amp; stacking the rail.</p> <p>Please clarify.</p>	<p>Please refer the Clause: ITB 14.8 (a) (iii), Section-II, Part-1.</p> <p>The successful bidder in Package 10D would have to do the unloading and stacking at the</p>	No	-																																																

	and Completion Schedule				storage area of Package 10C.  In the case of Package 10B, the supplier would have to convey the rails to the storage area for delivery and the unloading and stacking would be done by the contractor of Package 10B.																														
75	Section VI. Schedule of Requirements.  2. List of Good and Delivery Schedule  Notice of commencement of work from the date of signing of the contract agreement is effective date.			Notice of commencement of work from date of signing of the contract agreement is not acceptable.  Effective date should be from the date of establishment of acceptable LC for the supplier.	It is clarified that the letter of credit would be provided to the successful bidder on or before signing of agreement.	No	-																												
76	Section VI. Schedule of Requirements.  2. List of Good and Delivery Schedule.  The rails are required to be supplied in installements as per the following Schedule of key dates			Delivery time at stores Mumbai – no of date from effective date for KD01 is too short.  The rails are required to be supplied in installements as per the following Schedule of key dates: <table border="1" data-bbox="1448 1459 1834 1822"> <tr> <td>KD01</td> <td>1</td> <td>2600MT</td> <td>180</td> </tr> <tr> <td>KD02</td> <td>2</td> <td>2000MT</td> <td>240</td> </tr> <tr> <td></td> <td></td> <td>1500MT</td> <td></td> </tr> <tr> <td>KD03</td> <td>3</td> <td>1050MT</td> <td>320</td> </tr> <tr> <td></td> <td></td> <td>1100MT</td> <td></td> </tr> <tr> <td></td> <td></td> <td>240MT</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	KD01	1	2600MT	180	KD02	2	2000MT	240			1500MT		KD03	3	1050MT	320			1100MT				240MT						The RFP condition will prevail.	No	-
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77	<p>Section VI. Schedule of Requirements.</p> <p>2. List of Related Services and Completion Schedule</p>		<p>Service no 3 – The supply of Rails and Transportation, to package of contractor 10B by road to the store depot of 10B. Unloading will be done by 10B contractor</p>	<ol style="list-style-type: none"> <li>1. Please confirm the unloading as well as stacking of rails i.e 5200MT is to be done by contractor 10B. The word '<b>stacking</b>' is missing in this description.</li> <li>2. Please confirm who will be checking / inspecting the rails &amp; taking delivery at the site i.e person from MMRCL or 10B contractor. Kindly define the process of acceptance of rails.</li> </ol> <p>We will be delivering the rail (13 mtr) on 60 feet tráiler. MMRCL has to ensure that the 10B contractor has the required equipment i.e 2 hydra &amp; skilled labour ready for unloading the rails. The cost of any delay in unloading the rails due to which the tráiler has to be stand ideal will be on MMRCL. Please note that the tráiler cannot wait since it has to do round trips to evacuate all the rails from the port within 6 days else there will be dummerage charges.</p>	<ol style="list-style-type: none"> <li>1. Please refer to the "Note" under clause 14.8 (a) (iii), Section – II</li> <li>2. The rails shall be accepted by Purchaser. The physical takeover of the rails, however shall be by the contractor of Package 10B .</li> <li>3. These are the interface issues and the program of delivery and the unloading to be made jointly with Package 10B contractor. However purchaser will monitor the program</li> </ol>	NO	-
78	<p>Section VI_List of Related Services &amp; Completion Schedule</p> <p>Pg 69/212</p>	<p>Description of Service; The supply of Rails and Transportation, to package of contractor 10B by road to the store depot of 10B. Unloading will be done by 10B contractor.</p>	<p>As per this clause, the unloading and stacking of rails will be done by the Contractor of 10B.</p> <p>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 by 10 B Contractor, should be done by an agency we suggest.</p> <p>Hence we request that when our rails reach the MMRCL depot, before the rails are unloaded from the trailer by</p>	<p>Request for the Material Receipt Certificate to be issued to us before the Contractor of 10 B starts unloading and stacking the rails, and Contractor of 10 B to use an agency suggested by us, for the stacking and unloading of rails.</p> <p>Also request for rails of 240 MT for Lot No 4 to be supplied with Lot no 2 or Lot no.3</p>	<p>The rails will be accepted by the purchaser. However during unloading the measurement of rail and the visual inspection will be done by the Package 10B contractor, on behalf of the purchaser Immediately after unloading the receipt will be issued.</p>		

			the 10 B contractor, the rails be examined by MMRCCL 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 MMRCCL deputed official.				
79	Section VI. Schedule of Requirements	Inspection & Tests	TPI Cost	We request MMRCCL to kindly nominate & pay TPI cost as their side, since it is the standard practice in Metro's the project owner nominates & Best the TPI cost.	The RFP condition will prevail.	No	-
80	Section VI_Annexure – B Specification		Grade 880 & 1080 HH	Request to accept with chemical composition Mo, Cr, V, Nb, Cu & Ni similar to 1080 CR as per IRS – T- 12 in both the grades of 880 & 1080 HH.  Our Special & corrosion resistant grade and have to add these trace elements for tax benefits for exports.  Our prices are highly competitive with good saving for MMRCCL.	Grade 880 rails is not in scope of work.  IRST-12-2009 specification for HH rail will be followed.  The RFP condition will prevail.	No	-
81	Section VI_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	
82	Part 2/ Section VI/page 5		Point 12	<b>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. Wooden blocks will be of hard wood/jungle wood of suitable size.</b>	Wooden square blocks are not acceptable.  The RFP condition will prevail.	No	-
83	Section VI_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. <b>We</b>	Wooden spacers are not acceptable.  The RFP condition will prevail	No	-



				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 to protect heads of the rails.			
84	Section VI_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 condition will prevail	No	-
85	Section VI_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.	<b>REQUEST FOR MODIFICATION</b> Request for length of rails 18m be allowed also	The RFP condition will prevail.	No	-
86	Part 3: Section VIII Conditions of Contract & Contract Forms  Section VIII - Particular Conditions of Contract	<b>Payment of custom duty:</b> The custom duty at applicable concessional custom duty rate will be paid to Custom authority by the <b>contractor</b> . 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. <b>The contractor will be responsible for final assessment of Custom duty by Custom authority.</b> Port handling charges, stamp duty charges etc, if any shall be borne by the contractor.	MMRCL is the Purchaser 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 this clause to be amended.	The supplier would be the importer who is required to make delivery at the nominated depot/site as per the RFP. Custom duty is paid by the supplier and would be reimbursed by the purchaser MMRC would provide the supplier with letter of sponsorship to enable availing of project benefits.	No	-
87	Part 3: Conditions of Contract & Contract		<b>Payment of custom duty:</b> The custom duty at applicable concessional custom duty rate will be paid to Custom authority by the	MMRCL is the Importer for this contract and has to apply for Project registration to the	Registration of the contract and the letter of sponsorship to enable the supplier to avail of	No	-

	Forms Section VIII - Particular Conditions of Contract		<b>contractor.</b> 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. <b>The contractor will be responsible for final assessment of Custom duty by Custom authority.</b> Port handling charges, stamp duty charges etc, if any shall be borne by the contractor.	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 MMRC can help facilitating this work. It is the sole discretion of the Customs Authority to grant the Concessional Duty Project Registration. <b><u>REQUEST FOR MODIFICATION</u></b> Request for this clause to be amended.	project benefits would be provided.		
88	Section VIII GC 1.1 - The Project Site(s)/Final Destination(s) is, Mumbai (Delivery in Stores at Mumbai)			MMRCL will provide firm ground for stacking of the rails. Further the Project site should be accessible and will be available to the supplier without any hinderence and / or obstruction of any kind.  Kindly confirm	Understanding of ground preparation is confirmed. The site has normal road Access and vacant possession would be provided.	No	-
89	Section VIII Particular Conditions of Contract  1. Ten(10)percent of the Contract Price shall be paid,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			We do not need need advance payment of 10%. Kindly revised the payment terms as under.  a) 90% payment of total contract value on submission of proof of inspection Certificate of material and shipment on receipt of all shipping documents, i.e. Bill of Lading and Proof of Marine Insurance Policy on each shipment/consignment.  b) 10% payment of total contract value on submission of receipt of goods at Mumbai Store in undamaged condition. This payment shall be subject to	In case 10% advance is not drawn 90% of contract value would be paid in place of 80% as provided for in the RFP – GC 14.1 (a) of Section-VIII, Part-3.  The RFP condition will prevail.	No	-

	<p>and Related Services are delivered and in the form provided in the Bidding Documents or another form acceptable to the Purchaser.</p> <p>2. 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>a) 80% payment on proof of inspection Certificate of material and shipment on receipt of all shipping documents, i.e. Bill of Lading and Proof of Marine Insurance Policy on each shipment/consignment.</p> <p>b) 10% payment on receipt of goods at Mumbai Store in undamaged condition. This payment shall be subject to submission of the bank</p>			<p>submission of the bank guarantee referred to in PC clause 16.3</p>			
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	guarantee referred to in PC clause 16.3						
90	Section VIII – GC 13.1	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 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.	RFP conditions prevail	No	-
91	Section VIII - Particular Conditions of Contract	Price Variation	GC 13.1	We request you to kindly keep fixed price for entire supplies i/o Price Variation/Adjustment.	The RFP condition will prevail.	No	-
92	Section VIII_GC 13.1	Price Adjustment		We request to delete price variation and would like to request for fixed price basis for entire supplies.	RFP conditions prevail	No	-
93	Section VIII - Particular Conditions of Contract	Contracts Price and Advance Payment	GC14.1 Contract Price and Advance Payment	Our counter proposal is:- We donot want advance 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 - 100% payment after receipt of material at MMRCL yard but within 15 days of arrival.  Custom Duty - We request	1. The RFP conditions will prevail. 90% at the time of shipment is acceptable if advance payment is not taken.  2. As regards payment after delivery at site, Please refer to GC 14.1  3. 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 would be responsible for payment of		-

				MMRCL to pay custom duty directly to custom authorities. Supplier to facilitate issuance of Custom Duty Challan in order MMRCL to timely pay duty to customs. Supplier to provide custom duty details 3 days in advance of vessel arrival at Port.	customs-duty. The RFP condition will prevail.		
94	Part 3/Section VIII/GC 14.1/ page 1-2 of 5		Contract price and advance payment	Please elaborate on payment for the goods supplied from with the Purchaser's Country. Payment terms should be same for Import as well as for domestic supplier. <b>We propose payment terms as irrevocable LC for 100% of PO/LOA value.</b>	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	-
95	Part 3/Section VIII/GC 14.1/ page 1-2 of 5		Contract price and advance payment	Please confirm acceptance of payment terms as, irrevocable LC for 100 % of PO/LOA value.	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	-
96	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 condition will prevail.	No	-
97	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	-
98	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. RITES is inspection agency appointed by RDSO on behalf of Indian Railways.	The agency nominated by Indian Railway / RDSO is acceptable.  The RFP condition will prevail	No	-
99	Section VIII GC 25.1 Liquidated Damages Pg 199/210	The maximum amount of liquidated damages shall be 10 % of contract value.	We propose you to limit the LD to a max cap of 5% of contract value and in case of 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.	Request for Clause to be changed to "The maximum amount of liquidated damages shall be 5 % of contract value."	The RFP condition will prevail.	No	-

100	Section VIII_GC 25.1 Liquidated Damages Pg 199/210		The maximum amount of liquidated damages shall be 10 % of contract value.	We propose you to limit the LD to a max cap of 5% of contract value and in case of 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. <b><u>REQUEST FOR MODIFICATION</u></b> Request for Clause to be changed to "The maximum amount of Liquidated damages shall be 5 % of contract value."	The RFP conditions will prevails	No	-
101	Section VIII GC 26.5 Warranty Pg 200/212	In case of defects discovered after installation 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.	60 days will be too less a time to supply the rails as well as ship them to Mumbai and then transport them to the depot after clearing customs. The shipping of rails itself takes approx. 6 weeks.	Request for this clause to be amended from 60 to 120 days	Request is accepted, Refer addendum no.1	Yes	Refer Addendum No.1, Item No.9
102	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 rail piece will be got tested from RDSO or other accredited agency, the decision will be binding on the supplier.	No	-