

MUMBAI METRO RAIL CORPORATION LIMITED

Mumbai Metro Line-3 Project

IFB No: MM3-CBS-DEQ-9-03

Design, Manufacture, Supply, Installation, Testing & Commissioning and Comprehensive Maintenance Service of Rail-cum-Road Diesel Shunter

Response to Bidders' Queries (SET-1)

Sr. No.	Part No. & Section No.	Clause No.	Page No.	Bid Document Clause Description	Bidder's Query /Clarification	MMRC Response
1	Part 1, Section II-BDS	ITB 1.1	1 of 6	The number of the Invitation for Bids is MM3-CBS-DEQ-9-03. The Employer is Mumbai Metro Rail Corporation Ltd. (MMRC). The name, identification and number of the Contract comprising this International Competitive Bidding (ICB) is Design, Manufacture, Supply, Installation, Testing & Commissioning (Part A) and Comprehensive Maintenance Service (Part B) of Rail-cum-Road Diesel Shunter (hereinafter termed as Shunter) for Project as per the Employer's Requirements, Section VI-A and Section VI-B, Part 2.	1. Is foreign Bidder required to get registered in India under GST law to perform Comprehensive Maintenance Service (Part B) of Rail-cum-Road Diesel Shunter (hereinafter termed as Shunter)? 2. Will Mumbai Metro Line 3 depot will discharge GST liability under reverse charge mechanism in case foreign bidder support from out side Comprehensive Maintenance Service (Part B) of Rail-cum-Road Diesel Shunter (hereinafter termed as Shunter)?	The Bidder is required to comply with the laws of the land regarding GST compliance. Bidding Documents conditions prevail.
2	Part 1, Section II-BDS	ITB 11.2(I)	3 of 6	The Bidder shall submit with its Technical Bid "Original Bidding Documents including all addenda (if any) duly stamped and signed at each page."	Please confirm whether original bidding documents should be submitted along with remarks against each clause or without any remarks, duly stamped and signed.	Original Bidding Documents including all addenda (if any) are required to be submitted duly stamped and signed at each page. Comments against clauses in the RFP are to be given separately in the Bid. Bidding Document conditions prevail
3	Part 1, Section II-BDS	ITB 14.2	3 of 6	Add new Sub-Clause ITB 14.2: Purchase Preference to local suppliers: Definitions: 1. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes, transportation, insurance, installation, Testing & Commissioning, training and after sales service support like AMC/ CMS etc.) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. 2. 'Class-I Local Supplier' means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content of 50%. 3. 'Class-II Local Supplier' means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content of 20%. The Bidder who meets the requirements of Class-I Local Supplier shall be eligible for purchase preference. The margin of Purchase Preference for Local Suppliers shall be 20%. There shall be no Purchase Preference to Class-II Local suppliers. Local Suppliers shall give undertaking for certifying Local Content as per Bid Form 13, Certification of Minimum Local Content, Section IV-A, Part 1.	Reason: ITB 2.2 states that "The applicable Guidelines for Procurement under Japanese ODA Loans are those published in April 2012". JICA guidelines/ Japanese ODA loans bars discrimination. Suggestion: Purchase Preference to local suppliers (To be deleted):	MMRC is following Govt of India's declared policy instructions with regard to Make in India initiatives. Bidding Documents conditions prevail.
4	Part 1, Section II-BDS	ITB 16.1 (b)	3 of 6	The period following completion of Plant and Installation Services during which spare parts, special tools, etc. shall be available is 12 years from the date of Operational Acceptance.	Reason: The tender requires a DLP + CMS period of 7 years from the operational acceptance certificate and contractor is to provide services including spares parts during the 07 years period. So, the list should have spare parts required only after 07 years to avoid duplicity Suggestion: The period following completion of Plant and Installation Services during which spare parts, special tools, etc. shall be available is 12 years from the date of Operational Acceptance. This clause to be replaced with the period following completion of CMS period during which spare parts, special tools, etc. shall be available is 05 years from the date of completion of CMS period.	The Clause requiring availability of spare parts and special tools etc. for a period of 12 years is to ensure continuous support in the functioning of the Equipment and has no linkage with CMS period. Bidding Documents conditions prevail.



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5	Part 1, Section II-BDS	ITB 18.5 (a)	4 of 6	Schedule No. 1 - Plant, to be supplied from abroad The prices shall be quoted on DDP basis (Delivery Duty Paid including cost of carriage, applicable taxes, customs duty and Insurance up to the destination) - Named place of destination is Mumbai Metro Line 3, Depot site, Mumbai, India. The scope of Contractor's works shall be as described in Schedule No. 1 of Pricing Document, Section IV-B.	Bidding procedure reference the Inco-term as DDP (Mumbai Metro Line 3, Depot Site, Mumbai) Importer on Records for material supplied from abroad to be clarified. (IEC code to be used for bill of entry filling and its authorization)	Clause 1.2.7, Section IV-B, Pricing Document, Part 1, Bidding Procedures clarifies that the Contractor shall be the importer of all items to be imported for this project. Bidding Documents conditions prevail.
6	Part 1, Section II-BDS	ITB 18.5 (d)	4 of 6	Schedule No.4 - The prices shall be quoted for Installation, Testing and Commissioning and Other Services as described in Schedule No.4 of Pricing Document Section IV-B. Named place of final destination is Mumbai Metro Line 3 depot site, Mumbai, India.	1. Do we require to make separate billing for Installation, Testing and Commissioning and Other Services as described in Schedule No.4 of pricing Document Section IV-B? 2. Is foreign Bidder required to get registered in India under GST law to perform for Installation, Testing and Commissioning and Other Services as described in Schedule No.4 of pricing Document Section IV-B? 3. In case of Separate billing by foreign bidder, will Mumbai Metro Line 3 depot will discharge GST liability under reverse mechanism?	1. The Contractor is required to submit bills as the work proceeds and in accordance with Terms & Procedures of Payment, Appendix 1, Section IX- Contract Forms, Part 3. 2. The Bidder is required to comply with the laws of the land regarding GST compliance. Bidding Documents conditions prevail.
7	Part 1, Section II-BDS	ITB 22.1	5 of 6	In addition to the original of the Bid, the number of copies to be submitted is two (02) sets of hard copies and one soft/ electronic version (PDF on CD duly labelled).	We understand that one soft copy requirement is only for technical bid and be in PDF on a duly labelled pen drive. Please confirm our understanding.	The soft copy shall be both for Technical bid and Financial Bid in two separate CDs/ Pen drives and enclosed in the respective envelopes of the Bid. Bidding Documents conditions prevail.
8	Part 1, Section II-BDS Part 1, Section IV-A-Bidding Forms	ITB 22.2 ITB 22.2, Section II	5 of 6 20 of 26	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. In case of a foreign company, the document shall be Apostille or Authenticated by Indian Embassy/Consulate in that country, and shall be attached to the Bid.	Suggestion: In case of a foreign company, the document shall be Apostille or Authenticated by Indian Embassy/Consulate in that country or notarized and shall be attached to the Bid. Reason: This helps to ease the process and is in accordance with guidelines followed by rail ministry and other government entities viz other Metro corporation in India.	Bidding Documents conditions prevail.
9	Part 1, Section III-EQC	1.1.1 (d)	1 of 11	Bidder shall give their comments only against those Clauses where they wish to give any deviations, noncomplaine, clarifications, remarks etc.The clauses against which no remarks are offered shall be deemed to becomplied with by the Contractor. All Deviations/ noncomplaine shall also be recorded in Bid Form 2 – Nonmaterial Nonconformities.	Please clarify in reference to ITB 11.2 (I) as requested in the above query.	Clause 1.1.1 (d) is abundantly clear. Bidding Document conditions prevail



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10	Part 1, Section III-EQC	2.3.1	7 of 11	<p>Financial Situation: The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements, including Profit & Loss statement acceptable to the Employer, for the last 5 years ending 31st March 2022 for the countries where the financial year ending on 31st March , or for the last 5 years ending 31st December 2021 for the countries where the financial year ending on 31st December shall be submitted. As the minimum requirement, an Bidder's net worth calculated as the difference between total assets and total liabilities shall be positive for the last financial year during the above period.</p>	<p>We wish to inform you that we are 100% owned subsidiary of our Parent company. Our financial statements have been consolidated with those of our Parent Company. our Parent company's financial statements are audited annually and made publicly available. Since the audited balance sheets of bidding entity is not required by the laws of the Bidder's country, we would request considering audited financial statement of our Parent company as stated above for the period for the last five years to meet financial eligibility criteria of the bid. Please confirm acceptance.</p>	<p>Audited financial statements of the Parent company are acceptable subject to contributions of the subsidiary company being indicated in the audited statements of the parent Company. Bidding Documents conditions prevail</p>
11	Part 1, Section III-EQC	2.3.1	7 of 11	<p>Financial Situation: The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements, including Profit & Loss statement acceptable to the Employer, for the last 5 years ending 31st March 2022 for the countries where the financial year ending on 31st March , or for the last 5 years ending 31st December 2021 for the countries where the financial year ending on 31st December shall be submitted. As the minimum requirement, an Bidder's net worth calculated as the difference between total assets and total liabilities shall be positive for the last financial year during the above period.</p>	<p>Reason: In our country, financial statement, balance sheet including Profit & Loss statement of the subsidiaries are consolidated with the parent/ ultimate holding company and the consolidated financial statements are audited which implies that there is no requirement under law to get the financial statement, balance sheet including Profit & Loss statement of the subsidiaries audited separately. Suggestion: The audited balance sheets or, if not required by the laws of the Bidder's country audited balance sheet of the ultimate holding/ parent company showing that the bidder is 100% owned subsidiary of the ultimate holding/ parent company and other financial statements, including Profit & Loss statement acceptable to the Employer, for the last 5 years ending 31st March 2022 for the countries where the financial year ending on 31st March , or for the last 5 years ending 31st December 2021 for the countries where the financial year ending on 31st December shall be submitted. As the minimum requirement, an Bidder's net worth calculated as the difference between total assets and total liabilities shall be positive for the last financial year during the above period.</p>	<p>Audited financial statements of the Parent company are acceptable subject to contributions of the subsidiary company being indicated in the audited statements of the parent Company of the Parent Company. Bidding Documents conditions prevail</p>
12	Part 1, Section III	2.4	10 of 11	<p>Experience: Notes for the Bidder: (i) The similarity shall be as "All supplies of Diesel Shunter of Rail-cum-Road type with minimum tractive effort of 220 kN for use in Metro / MRT/ Broad Gauge Railway trains.</p>	<p>Bidding procedures indicates Broad Gauge yet Rolling Stock to be hauled indicates 1435mm gauge. Please confirm that the desired gauge specification for Shunter is 1435 mm. Reason: There are customers who are sensitive to issuing certificates due to country specific or organizational rules. Though the bidder might have supplied required number of RRDSL. However, allowing for a little less capacity reference increases chances of getting required number of customer certificates. Suggestions: (i) The similarity shall be as "All supplies of Diesel Shunter of Rail-cum-Road type with minimum tractive effort of 200 kN for use in Metro / MRT/ Broad Gauge Railway trains.</p>	<p>Please refer to Addendum No 1 Sr No 01.</p>



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13	Part 1, Section IV-A-Bidding Forms	Bid Form 7: FIN 1 - Financial Situation	12 of 26	<p>2. Financial documents</p> <p>The Bidder and its Parties shall provide audited/ CA certified copies of the financial statements for 5 years pursuant to the Section III, Evaluation and Qualifications Criteria, Sub-factor 2.3.1. The financial statements shall:</p> <p>(a) reflect the financial situation of the Bidder or in case of JV/ Consortium member, of each member, and not an affiliated entity (such as parent company or group member).</p> <p>(b) be independently audited or certified in accordance with local legislation.</p> <p>(c) be complete, including all notes to the financial statements.</p> <p>(d) correspond to accounting periods already completed and audited.</p> <p><input type="checkbox"/> Attached are copies of financial statements for the 5 years required above; and complying with the requirements.</p> <p>Signature & Company Seal</p>	<p>Reason:</p> <p>In our country, financial statement, balance sheet including Profit & Loss statement of the subsidiaries are consolidated with the parent/ ultimate holding company and the consolidated financial statements are audited which implies that there is no requirement under law to get the financial statement, balance sheet including Profit & Loss statement of the subsidiaries audited separately.</p> <p>Suggestion:</p> <p>The Bidder and its Parties shall provide audited/ CA certified copies of the financial Statements or if not required by the laws of the Bidder's country audited balance sheet of the ultimate holding/ parent company showing that the bidder is 100% owned subsidiary of the ultimate holding/ parent company for 5 years pursuant to the Section III, Evaluation and Qualifications Criteria, Sub-factor 2.3.1. The financial statements shall:(a) reflect the financial situation of the Bidder or in case of JV/ Consortium member, of each member, and not an affiliated entity (such as parent company or group member).</p> <p>(b) be independently audited or certified in accordance with local legislation.</p> <p>(c) be complete, including all notes to the financial statements.</p> <p>(d) correspond to accounting periods already completed and audited.</p> <p>Attached are copies of financial statements for the 5 years required above; and complying with the requirements. Signature & Company Seal</p>	<p>Audited financial statements of the Parent company are acceptable subject to contributions of the subsidiary company being indicated in the audited statements of the Parent Company.</p> <p>Bidding Documents conditions prevail</p>
14	Part 1, Section IV-A-Bidding Forms	Bid Form 13: Certification of Minimum Local Content	19 of 26	<p>Bid Form 13: Certification of Minimum Local Content</p> <p>I/ We, the Bidder(s), do hereby certify that the Plant/ Facilities/ Equipment offered under the Contract meet the minimum local content required for availing Purchase Preference as per the Clause 1.2.2 (d), Section III, Eligibility and Qualification Criteria, Part 1.</p> <p>The local content in the proposed Bid shall be _____ % of the total value of the Contract.</p> <p>The details of activities against the local Content portion are as under:</p> <p>Sr No Activity/ Component (specify in detail) Location (if any)</p> <p>_____</p> <p>Authorized Signatory [Insert name of signatory, title] For and on behalf of [Insert name of the Bidder] Date:</p>	<p>Reason:</p> <p>ITB 2.2 states that "The applicable Guidelines for Procurement under Japanese ODA Loans are those published in April 2012". JICA guidelines/ Japanese ODA loans bars discrimination.</p> <p>Suggestion:</p> <p>To be deleted</p>	<p>Please refer to comments at Sr No 3 above.</p> <p>Bidding Documents conditions prevail.</p>



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15	Part 1, Section IV-B - Pricing Document	1.2.5	2 of 26	Exemption in state taxes In case of any waiver/ reduction subsequent to the Base Date for GST (CGST, SGST, IGST, UGST etc.) and any other tax, duties, levy, cess, etc., Custom duties in full or part thereof, the Contractor will be required to obtain exemption/refund of such taxes, duties etc., from the concerned authorities. The Contractor shall arrange for the remittance of the refund so obtained to the Employer. In case of failure by the Contractor to obtain and remit the refund within reasonable time (to be decided by the Project Manager & intimated to Contractor) to the employer, the same will be recovered by the Employer from the amounts due as payment to the Contractor or as debt due from the Contractor. If the Contractor fails to take the required action to obtain refund or exemption, the Employer shall take action in accordance with the Conditions of Contract.	We understand that In case of any increase subsequent to the Base Date for GST (CGST,SGST, IGST, UGST etc.) and any other tax, duties, levy, cess, etc., Custom duties in full or part thereof.The Employer shall arrange for such increase in cost to the Contractor suitably. Please confirm	Yes, confirmed. Please refer to Clause 14.4, Section VII, General Conditions of Contract, Part 3, which is abundantly clear. Bidding Documents conditions prevail.
16	Part 1, Section IV-B - Pricing Document	1.2.7	3 of 26	Concessional benefits for Project Import MML3 Metro Project is eligible for availing concessional duty benefits as per Customs Tariff Act for Project Imports and Bidders shall refer to Project Import Regulation 1986 (PIR), Section 5, read along with Customs Manual Chapter 5, Para 3, 4 & 5. After award of Contract, at the request of the Contractor, MMRC shall issue sponsoring/ recommendation letter to the Contractor for getting themselves registered for availing Project Import Benefit. However, the responsibility to avail the concessional benefits under Project Import or otherwise as extended in accordance with the law of the land shall solely rest with the contractor and all logistics and other arrangement in connection with the import of material shall remain with the Contractor as per the Bid conditions. The Contractor shall be the importer of all items to be imported for this project.	1) Under DDP Term for equipment supplied from aboard Customs Duty benefit program are subject to MMRC documentation support on PIR Scheme. 2) Concessional benefits on behalf of Importer under DDP terms are subject to regulations and documents supporting from MMRC on PIR scheme. 3) Please clarify the role of aboard contractor being Importer under DDP Terms.	Clause 1.2 7, Section IV-B. Pricing Document, Part 1 is clear on the role of the Contractor. Bidding Documents conditions prevail.
17	Part I , Section IV-B Pricing document	Schedule No. 7	5 of 26	Note: 1. The Bidder shall make a comprehensive and exhaustive list of all spare parts which may be needed for replacement against wear and tear during the first 12 years of usage of the Equipment, considering usage of the Plant for about 25 trains per day.	Please clarify the usage of Shunter in terms of aggregate hour usages annually for us to estimate comprehensive and exhaustive list of all spare parts which may be needed for replacement against wear and tear during the first 12 years of usage of the Equipment	Please refer Addendum no. 1 Sr No 02.
18	Part 1, Section IV-B - Pricing Document	Schedule No. 7	21 of 26	Schedule No. 7: Recommended Spare Parts- (Price to be quoted as per Clause 1.2.1) (These include Operational Spares, Consumables, Lubricants, Unit Exchange Spares and Special Tools.) (Make separate sheet for each Equipment) Name of the Bidder Signature of the Bidder Note: 1. The Bidder shall make a comprehensive and exhaustive list of all spare parts which may be needed for replacement against wear and tear during the first 12 years of usage of the Equipment, considering usage of the Plant for about 25 trains per day. 2. The prices shall be quoted as per clause 1.2.1 and clause 1.3.7. 3. Spare parts not included in the list shall be treated with rate as Nil.	Reason: DLP +CMS period is 07 seven years so that spares parts list should be beyond CMS period. Also, understating of working hours per day is required for spare parts consumption estimates. Suggestion: This schedule should be for only five years (05). The usage of shunters to be specified in hours /day.	Please refer to comments at Sr No 4 above. Bidding Documents conditions prevail.



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19	Part -2, Section VI-A- General Specifications	3.7	12 of 62	<p>3.7 Quality Plan</p> <p>3.7.1 The Contractor shall submit a Quality Plan in accordance with the requirements of Chapter 6. It shall contain sufficient information to demonstrate clearly the proposed method of achieving the Contractor's Quality objectives in compliance to the requirements the Contract.</p> <p>3.7.2 The Plan shall be based on acceptable International Standards (such as ISO 9001/2015 "Model for Quality Assurance in Design Development, Production, Installation and Servicing" or other relevant standards).</p> <p>3.7.3 The Quality Plan shall embrace all activities of Contractors and sub-Contractors/ vendors of major items of supply and shall include design, manufacturing, sub-Contracting, tests and inspection, installation, commissioning and maintenance activities as also the Quality Audits.</p>	We currently do not have this document/certification. Please confirm acceptance.	<p>The Contractor shall be required to submit his documented methodology of ensuring quality standards in the design, procurement, manufacturing, delivery, testing & commissioning of the Equipment</p> <p>Bidding Documents conditions prevail.</p>
20	Part -2, Section VI-A- General Specifications	3.8	12 of 62	<p>RAMS Plan</p> <p>3.8.1 RAM Plan</p> <p>a) The Contractor shall implement a RAM Plan and RAM report in accordance with the Employer's Requirements, Section VI-A, General Specifications and Section VI-B, Technical Specifications, Part 2, and EN 50126.</p> <p>b) The Contractor's RAM Plan shall include Failure Modes, Effects and Criticality Analysis, and the production of a Reliability Critical Items List.</p>	We currently do not have this document/certification. Please confirm acceptance.	<p>The Contractor shall be required to submit documented evidence assuring the reliability, availability and maintainability of the Equipment.</p> <p>Bidding Documents conditions prevail.</p>
21	Part -2, Section VI-A- General Specifications	1 KEY DATES	42 of 62	KD – 3 Delivery of the Shunter to MML3 Depot, Mumbai. 270 Days	<p>Reason: Post covid supply chain constraints on parts and transportation has not yet normalized. It would take 10 months ex works and another 3 months for shipment as delivery terms is DDP.</p> <p>Suggestion: KD -3 Delivery of the Shunter to MML3 Depot, Mumbai. 390 Days</p>	Please refer Addendum No 1, Sr No 03
22	Part -2, Section VI-A- General Specifications	1 KEY DATES	42 of 62	<p>KD – 3 Delivery of the Shunter to MML3 Depot, Mumbai. 270 Days</p> <p>KD – 4 Installation, Testing & Commissioning (excluding Guarantee tests), Supply of O&M Manual, Training Manual and Training of O&M Personnel of Employer. 300 Days</p> <p>KD – 5 Completion of all obligations (including Guarantee tests) of the Contract under the Contract. 365 Days</p>	<p>We would like to inform you that due to the current war situation at Ukraine and Russia, there is currently extreme shortages of raw materials and a state of emergency in transport sector due to which the standard delivery time is approximately more than 360 days EXW after signing the contract/order</p> <p>we would like to draw your attention that the delivery time for the machine and accessories depends on the delivery times of our sub-suppliers and the market situation prevailing at the time of the order.</p> <p>Hence we request you to please revise the Key dates as below</p> <p>KD – 3-dates form 270 Days to 360 days.</p> <p>KD – 4-dates form 300 Days to 390 days.</p> <p>KD – 5-dates form 365 Days to 395 days.</p>	Please refer Addendum No 1, Sr No 03



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23	Part 2, Sec VI-B - Technical Specifications	1.11 (f)	7 of 19	f) Unsatisfactory Performance: If the availability during two consecutive quarterly periods or during any calendar year reaches a level of 85% and below on Contractor's account, this may be treated as unsatisfactory performance and the Employer may initiate action for termination of the Contract with forfeiture of the Performance Guarantee of the balance value available with the Employer along with further actions as deemed necessary.	Reason: Principle of natural justice and opportunity of heard should be provided. Suggestion: (f) Unsatisfactory Performance: If the availability during two consecutive quarterly periods or during any calendar year reaches a level of 85% and below on Contractor's account, this may be treated as unsatisfactory performance and the Employer with an advance notice to Supplier to cure the default and if such default is not cured within reasonable time , may initiate action for termination of the Contract with forfeiture of the Performance Guarantee of the balance value available with the Employer along with further actions as deemed necessary.	Clause 42.2- Termination for Contractor's default, Section VII- General Conditions of Contract, Part 3 defines the procedure which shall be followed. Bidding Documents conditions prevail.
24	Part 2, Section VI-B	2.2 (b)	8 of 19	The Shunter shall be capable to start & haul empty 8-car train on dry track on the Ramp of the tunnel of Line 3. It shall also be used in emergency to haul a defective train (trailing load of 350 tons) from the mainline in tunnel to depot traversing over the Ramp of the tunnel.	Please provide the value for slope on the ramp?	The details are provided in 'Annexure 1- Vertical Alignment Details' of the whole section in Section X- Drawings, Part 4. Bidding Documents conditions prevail.
25	Part 2, Section VI-B	2.2 (f)	8 of 19	The Shunter shall be capable of starting from the base of Ramp of the tunnel and cross over the Ramp along with empty 8-car train in maximum 2 minutes	Please provide information on: i) What is the distance of the ramp? ii) What is the operational use case for the constraint of under 2 minutes?	i) The details are provided in 'Annexure 1- Vertical Alignment Details' of the whole section in Section X- Drawings, Part 4. ii) The limit of 2 minutes requires the ramp and the section to be cleared early for normal trains working. Bidding Documents conditions prevail.
26	Part 2, Section VI-B	2.2 (f)	8 of 19	The Shunter shall be capable of starting from the base of Ramp of the tunnel and cross over the Ramp along with empty 8-car train in maximum 2 minutes	We would like to inform you that the Shunter will travel on 1st gear for achieving the maximum tractive effort of 220 KN and will take approximate 07 Mins to cross over the ramp along with empty 8 car train. Hence we request you to please modify this clause as below:- "The shunter shall be capable of starting from the base of Ramp of the tunnel and cross over the ramp along with empty 8-car train in maximum 07 minutes"	Please refer Addendum No 1, Sr No 04.



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27	Part 2 Section VI-B	2.3 a)	8 of 19	The Shunter shall be able to generate minimum continuous draw bar pull of 220 KN on straight, dry and levelled track. The Bidder shall submit the performance curves/ trial result in confirmation of above.	Under standard procedure towards "Performance Curves + Calculations Submission", all manufacture must submit Shunter Calculation Data on "Alone and Shunting" in their bid at Gradients Values, which should be based on "Train Manufacturer Tractive Formula" for eg:- below stated Modified Davies Formula or MMRC Metro Train Supplier have their own Running Tractive Formula. Why Running Tractive Formula is asked :- (a) Shunter must be design to have more Tractive force to overcome the train resistance. (b) Shunter weight is also depends upon the Train Resistance. To design and manufacture Shunter (a) and (b) are necessary and to get (a) & (b) Shunter Manufacturer needs Train Supplier Tractive force formula. Shunter Force \Leftrightarrow Shunter Weight \Leftrightarrow Shunter Resistance \Leftrightarrow Train Resistance: All are related to each other.	The Diesel Shunter shall be capable to produce minimum 220 kN of continuous draw bar pull on straight, dry and levelled track. This takes into account the maximum train resistance (198 kN) expected to be overcome during starting at the ruling gradient of the section. The Bidder shall submit performance curves (tractive effort vs speed chart) of the offered Shunter. Bidding Documents Conditions prevail.
28	Part 2, Section VI-B	2.3 (e)	9 of 19	The Shunter shall have its height from the top of rail not more than 3900 mm and width not more than 3000 mm (tentative).	We would wish to highlight that we have very ergonomic cabin which helps in increasing operational efficiency. Hence our Shunter's width is 3048mm without mirrors extended, meeting all the operational criteria. Please confirm acceptance.	The dimensions given are tentative and can be finalized during design stage as long as these are within the Kinematic envelope of the rolling stock as given in Section X- Drawings, Part 4 which complies with the Schedule of dimensions of the line. Bidding Documents conditions prevail.
29	Part 2, Section VI-B	2.3 (g)	9 of 19	The Shunter shall be designed with a fuel tank of at least 400 lts (Tentative). The Contractor shall submit design calculations for the fuel tank capacity during design stage which shall be adequate for satisfactory working of the Shunter from one to the other and return.	Shunter fuel tank is 340 lts capacity, meets the operational criteria of the tender. This is standard fuel tank size for global models. Please confirm acceptance .	The Bidder shall have to satisfy adequacy of fuel tank capacity sufficient for running from one end to the other end and back with sufficient reserve. The capacity indicated is tentative and can be finalized during design stage with calculations by the Contractor. Bidding documents conditions prevail.
30	Part 2, Section VI-B	2.3 (h)	9 of 19	It shall have the following indications at driver's desk (ii) Emergency switch	Please provide response to: Does emergency switch imply emergency braking system? What is the intended purpose for emergency switch – to bring entire consist to a stop? Please confirm.	This is for braking of Shunter with or without train in Emergency. Bidding Documents Conditions prevail.



MUMBAI METRO RAIL CORPORATION LIMITED

Mumbai Metro Line-3 Project

IFB No: MM3-CBS-DEQ-9-03

Design, Manufacture, Supply, Installation, Testing & Commissioning and Comprehensive Maintenance Service of Rail-cum-Road Diesel Shunter

Response to Bidders' Queries (SET-1)

Sr. No.	Part No. & Section No.	Clause No.	Page No.	Bid Document Clause Description	Bidder's Query /Clarification	MMRC Response
31	Part 2, Section VI-B	2.3 (m)	9 of 19	The Shunter shall have sensors to avert any derailment.	We would like to highlight that our Shunter has downward pressure built to help reduce effect of derailments, as a standard global practice, no current sensors onboard. Please confirm that it meets ultimate need.	The purpose of sensors is to indicate proper alignment of road wheels on the rail track and stop the shunter in case any mis-alignment which may cause any derailment. Proven alternate devices / solutions can be accepted with the approval of Project Manager during Design Stage. Bidding Documents Conditions prevail.
32	Part 2, Section VI-B	2.3 (q)	9 of 19	4 nos. Emergency Stop push buttons shall be provided at suitable locations of the shunter.	Please clarify the utility of 04 nos of emergency stop push button. As Shunter is able to add e-stop button as an option while in use for groundman device for remote operation.	4 nos of emergency stop buttons at suitable different locations are required to be used for stopping the Shunter in case of emergency. Bidding Documents Conditions prevail.
33	Part 2, Section VI-B	2.3 (v)	10 of 19	The Shunter shall have facility of GPS based location monitoring system, which shall enable location tracing of the Rescue Vehicle from Depot Control Centre/ Operation Control Centre.	Please note our Shunter does not currently have capability for India region, but we will work to comply during contract execution. Please confirm acceptance.	The design of the facility can be finalized with the approval of Project Manager during design stage. Bidding Documents Conditions prevail.
34	Part 2, Section VI-B	2.5 (a)	11 of 19	A portable remote-control unit shall be provided for operating the Shunter while travelling on rail to tow and position the train/ cars in different lines of depots. The remote control shall be operable from a distance of up to 200 m.	Please provide information on What frequencies are allowed and acceptable range of operation?	The mobile train Radio System works between 380 - 400 MHz frequency. The frequency of Remote Control of Diesel Shunter shall be such so as to not interfere with other frequencies and can be fixed in interface with STPT Contractor. Bidding Documents conditions prevail.
35	Part 2, Section VI-B	2.7 (a)	11 of 19	The Diesel engine shall have a capacity to meet the haulage requirements as given in Clause 3.3 with an additional safety margin. The engine capacity shall be at least 450 HP. The engine power shall be transmitted to both the driving axles through gear drive.	Shunter engine capacity is 300HP to be compliant with Tier 3 standards. This also provides proper balance of weight, power and traction. Please confirm acceptance.	The shunter shall have the power to haul the 8-car train at ramp of the tunnel at approx. 5 kmph speed on dry track and clear the ramp in less than 8 minutes starting from the base of the tunnel. Bidding Documents Conditions prevail.



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Sr. No.	Part No. & Section No.	Clause No.	Page No.	Bid Document Clause Description	Bidder's Query /Clarification	MMRC Response
36	Part 2, Section VI-B	2.7 (a)	11 of 19	The Diesel engine shall have a capacity to meet the haulage requirements as given in Clause 3.3 with an additional safety margin. The engine capacity shall be at least 450 HP. The engine power shall be transmitted to both the driving axles through gear drive.	We would like to inform you that the engine capacity of our offered Diesel Shunter is 440 HP and is capable for shunting as per the requirement mentioned in the technical specification. Hence we request you to kindly modify the clause as below :- The Diesel engine shall have a capacity to meet the haulage requirements as given in Clause 3.3 with an additional safety margin. The engine capacity shall be at least 440 HP. The engine power shall be transmitted to both the driving axles through gear drive.	Please refer Addendum No 1, Sr No 05.
37	Part 2, Section VI-B	2.7 (e)	12 of 19	The cooling efficiency shall be enhanced through side discharge of radiator cooling water. The filter panels shall be adequately provided, easily removable and oil impregnated to minimize dust ingress into Shunter compartment.	Please provide information regarding how many BTUs needed and what is desired cooling rate?	The cooling of the Engine shall be as per the standard International practices and as per the requirements of Diesel Engine manufacturer. Any proven methodology of cooling can be submitted to Project Manager during design stage for approval. Bidding Documents Conditions prevail.
38	Part 2, Section VI-B	2.9 (b)	12 of 19	The vehicle shall have provision to generate adequate compressed air (tentative capacity of compressor 2000 litre/minute at 10 kg/cm2 pressure) along with suitable air reservoir and equipped with an air dryer for the release of the brake of trailing train, Wagon etc. The Contractor shall interface with the Contractor of Rolling Stock and of Wagon for the compressed air requirements to ensure effective working of train while hauling.	Our Shunter's braking system is 8.5 kg/cm2 and meets operational requirement. Please confirm acceptance.	Please refer Addendum No. 1, Sr No. 6.
39	Part 2, Section VI-B	2.9 (e)	13 of 19	Braking shall be pneumatically actuated on dual circuit principle and controlled by a foot pedal for road movement and controlled by lever for rail movement.	As a standard Global Practice, our shunter does not use dual circuit principle, please confirm acceptance.	The Diesel Shunter shall use a separate brake circuit for road movement and rail movement. Metro trains employ pneumatic pressure through MR Pipe. Bidding Documents conditions prevail.
40	Part 2 Section VI-B	2.9 f)	13 of 19	Braking distance shall not exceed 6 meters on level track with 8-car train load after the application of brake from a speed of 5 kmph using service brakes only.	The shunter shall control the train brake thru Pneumatic Braking MR-BP, so only by service Brake is not suitable for braking the train - same is mentioned in clause no. 2.9 (c).	Braking thru Pneumatic Braking MR-BP is considered as Service Brake. Bidding Documents Conditions prevail.
41	Part 2, Section VI-B	2.10 (a)	13 of 19	An on-board Mobile Train Radio Equipment (MTRE) shall be supplied by STPT Contractor along with accessories and connected cables for installation in the Cabin of Shunter.	Please provide details of STPT contractor?	All details of requirements of Mobile Train Radio Equipment are provided in Clause 2.10, Section VI-B. The details of STPT Contractor shall be provided during design stage. Bidding Documents Conditions prevail.



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Sr. No.	Part No. & Section No.	Clause No.	Page No.	Bid Document Clause Description	Bidder's Query /Clarification	MMRC Response
42	Part 2, Sec VI-B - Technical Specifications	3.1.	17 of 19	The Contractor shall carry out the Maintenance of the Shunter during DLP and post- DLP for the scheduled and unscheduled maintenance, which includes breakdown attention, any overhaul of the sub-system, repairs of sub-system and replacement of the defective parts of the Shunter during DLP and for a period of 5 years after completion of the DLP (CMS). The Contractor shall also provide a trained operator (Shunter Driver) for a duration of 6 hours per day for operation of the Shunter.	Reason: Globally Bidder as an OEM of the RRDSL has expertise in supply and servicing of shunters. The operation of shunter is not a core competency asked for and always provided by user. Suggestion: The Contractor shall also provide a trained operator (Shunter Driver) for a duration of 6 hours per day for operation of the Shunter to be deleted	Bidding Documents conditions prevail.
43	Part 3 section VII-General Conditions of Contract (GC)	15.1	GC-16	15.1 For the operation and maintenance of the Plant, the Contractor hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to the Employer under the owned by the Contractor or by a third Party from whom the Contractor has received the right to grant sub-licenses, and shall also grant to the Employer a non-exclusive and nontransferable right (without the right to sub-license) to use the know-how and other technical information disclosed to the Employer under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how or other intellectual property right from the Contractor or any third Party to the Employer.	Reason: To clarify that Intellectual Property (IP) rights are only for operation and maintenance includes Rail -cum-Road Diesel Shunter. It is a joint effort, therefore IP rights needs to be shared between the parties. Suggestion: 15.1 "For the operation and maintenance of the Plant including Rail-cum-Road Diesel Shunter , the Contractor....." The Contractor declares that other than Licensed Proprietary Information, all material and information collected or developed by the Contractor or any Sub-Contractor throughout the performance of the Contract or elated thereto, including the Design, Manuals, all documents, drawings, opinion papers, analyses, ideas data, assessments, pre-final copies and any other written or unwritten product of the Contract, will remain in the hands of the Contractor or applicable Sub-Contractor, without derogating from the right of unlimited use by the Employer at no additional cost to the Employer. Notwithstanding the foregoing, the Contractor agrees that if the Employer demonstrates that such Work Products are not applicable to other projects and were not independently developed by or for the contractor without reference to this Contract or the Works hereunder, then the joint rights in such work products will belong solely to the Employer and the Contractor and it will be deemed Employer's the and the Contractor's Proprietary Information, and neither the Contractor nor anyone on its behalf will have any claim or right (including any intellectual property right) with respect thereto, except the right to indicate its name on the applicable work product. In this case the Employer and the Contractor will be entitled to make any reasonable use of the work product at its sole discretion. Any software or computer program developed for effective operation of the Facilities shall be handed over by way of license to the Employer/ Project Manager or kept in safe custody at the site for quicker restoration of the functioning of the Facilities.	The Clause implies that it is meant for the work contracted, viz., Rail-cum-Road Diesel Shunter. Bidding Documents conditions prevail.



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Sr. No.	Part No. & Section No.	Clause No.	Page No.	Bid Document Clause Description	Bidder's Query /Clarification	MMRC Response
44	Part 3 section VII-General Conditions of Contract (GC)	37	GC-55	<p>37. Force Majeure</p> <p>37.1 "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include, without limitation, the following:</p> <p>(a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war;</p> <p>(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts;</p> <p>(c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority;</p> <p>(d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague;</p> <p>(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster; and</p> <p>(f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.</p> <p>37.2 If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the Party became or should have become aware of the occurrence of such event.</p> <p>37.3 The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GC Clause 40.</p> <p>37.4 The Parties' obligations shall be suspended for the duration of the Force Majeure event.</p>	<p>Reason: Pandemic viz "Covid" etc is Force Majeure Event</p> <p>Suggestion: To Add: Pandemic declared by the Government of the Country as Force Majeure</p>	<p>All policies of Govt of India with regard to Force Majeure shall be applicable in this Contract.</p> <p>Bidding Documents conditions prevail.</p>



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Sr. No.	Part No. & Section No.	Clause No.	Page No.	Bid Document Clause Description	Bidder's Query /Clarification	MMRC Response
45	Part 3 section VII-General Conditions of Contract (GC)	42.2.2	GC-67	42.2.2 If the Contractor: (a) has abandoned or repudiated the Contract; (b) has without valid reason failed to commence work on the Facilities promptly or has suspended, other than pursuant to GC Sub-Clause 41.2, the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed; (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause; or (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program furnished under GC Sub-Clause 18.2 at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended; then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GC Sub-Clause 42.2.	Reason: From a reasonable purpose 14 days time period is less to cure the default therefore reasonable period of 30 days is requested which is consistent and comparable with bids of similar nature Suggestion: If the Contractor (a)..... To... (d) then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14)-(30) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GC Sub-Clause 42.2.	14 days period is adequate to remedy or to take steps to remedy the defect in the Equipment. Bidding Documents conditions prevail.
46	Part 3 section VII-General Conditions of Contract (GC)	42.2.4	GC-68	The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third Party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities. Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.	Reason: There are several legal obligations under the laws before entering the site which cannot be adhered and following suggested. Suggestion: The Employer may enter upon the Site, expel the Contractor only in case of the conditions mentioned clause 42.2.1 (a), Clause 42.2.1 (b) and complete the Facilities itself or by employing any third Party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities. Upon completion of the Facilities or at such earlier date.	The Site here refers to the Maintenance Depot of Mumbai Metro Line 3. Bidding Documents conditions prevail.



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Sr. No.	Part No. & Section No.	Clause No.	Page No.	Bid Document Clause Description	Bidder's Query /Clarification	MMRC Response
47	Part 3 Section VIII - Particular Conditions of Contract	PC 7.4	2 of 10	<p>Add a new Sub-Clause 7.4:</p> <p>The Contractor shall provide his own lifting facilities at the port, transshipment points and depot for loading and unloading heavy equipment. The Contractor shall, however, be allowed to use any necessary Depot facilities such as traction and non-traction power, test track, material handling facilities, water and compressed air for assembly, inspection, testing, trials, commissioning and repairs (if any) to Equipment, subject to availability. The Employer shall, however, not be responsible for adequacy, reliability and safety of the facilities if provided to the Contractor with or without charges.</p> <p>The finished offshore manufactured plant as well as Spares, Jigs, Fixtures, Special tools and Testing and Diagnostic equipment, etc. required to be delivered directly in the MMRC depot at site from the Indian Port shall be considered on DDP (Delivered duty paid) basis with sale taking place at High Seas. However, the responsibility, risks and liabilities arising on account of import and delivery of these goods at site, i.e., freight, transportation, Insurance, unloading, custom clearance, inland transportation, unloading at site as specified by the Employer, etc. lie with the Contractor.</p>	1) Please clarify the import customs duty benefits scheme extension to supply of spares, jigs, fixtures, special tools to Project from abroad under DDP Terms and clarify the High Seas sale involvement in Imports by aboard contractor.	MMRC shall issue sponsoring/ recommendation letter to the Contractor for getting themselves registered for availing Project Import Benefit for all supplies covered under the Contract. Please refer Addendum No 1, Sr No 07.
48	Part 3 Section VIII - Particular Conditions of Contract	14.2	4 of 10	This Sub-Clause is deleted.	Please explain the reason for Subclause. Do we require to take care of any point due to deletion of this subclause while submitting bid.	No extra care is required to be taken on account of deletion of Clause 14.2. The Contractor shall have to take care of points mentioned in the RFP. Bidding Documents conditions prevail.
49	Part 3 Section VIII - Particular Conditions of Contract	PC 27.8	8 of 10	<p>Replace GC Sub-Clause 27.8 with the following:</p> <p>If a defect is made good under this GC 27, the Defect Liability Period for the item which has been made good shall extend for a period of twenty-four (24) months from such making good. However, in no event shall the Defect Liability Period extend beyond forty-eight (48) months after the date of Operational Acceptance.</p>	<p>Reason:</p> <p>To clarify there is no evergreen defect liability</p> <p>Suggestion:</p> <p>If a defect is made good under this GC 27, the Defect Liability Period for the item which has been made good shall extend for remaining period of twenty-four (24) months of original DLP from such making good. However, in no event shall the Defect Liability Period extend beyond forty-eight (48) months after the date of Operational Acceptance.</p>	Bidding Documents conditions prevail.
50	Part 3 Section VIII - Particular Conditions of Contract	PC 45.5	10 of 10	<p>Replace GC Sub-Clause 45.5 with the following:</p> <p>Arbitration shall be conducted as per Indian Arbitration and Conciliation Act 1996 (as amended from time to time):</p> <p>The place of arbitration shall be any International Arbitration Centre located in India and the arbitration shall be conducted in the language for communications defined in GC Sub-Clause 5.3 (Law and Language).</p>	<p>Reason:</p> <p>Since International Arbitration Centre is located in Delhi and Mumbai. Therefore, it is suggested to have in Delhi or Mumbai.</p> <p>Suggestion:</p> <p>Arbitration shall be conducted as per Indian Arbitration and Conciliation Act 1996 (as amended from time to time):</p> <p>The place of arbitration shall be any International Arbitration Centre located at New Delhi or Mumbai in India and the arbitration shall be conducted in the language for communications defined in GC Sub-Clause 5.3 (Law and Language).</p>	Please refer General Conditions & Particular Conditions Clause 45 (Disputes and Arbitration). Preferably, the place of Arbitration shall be in Mumbai. Bidding Documents conditions prevail.



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Sr. No.	Part No. & Section No.	Clause No.	Page No.	Bid Document Clause Description	Bidder's Query /Clarification	MMRC Response
51	Part 3 section IX contract forms	Appendix-1 TERMS OF PAYMENT T3.1	6 of 22	Schedule No. 1. Plant and Mandatory spare parts to be supplied from abroad Schedule No. 3. Design Services Schedule No. 4. Installation, Testing & Commissioning, and Other Services	Reason: The tender has LD clause and performance penalty backed by a performance security guarantee of 3% of contract value. These provisions are to ensure timely delivery of quality supplies and services. So, withholding payment for the same reason will unduly put burden on contractor finances. Hence this request is made to help the bidder to submit a competitive and responsive bid. Suggestion: Request the payment terms for schedule 1,3 and 4 to be 10% advance and 90% at the time of supply .	Bidding Documents conditions prevail.
52	Part 3 section IX contract forms	Appendix-1 TERMS OF PAYMENT T3.1 (ii)	6 of 22	Seventy-five percent (75%) of the total or pro rata DDP (Delivery at MMRCL Site) amount, upon delivery to the site within forty-five (45) days after receipt of invoice and on submission of the following documents: a) Signed/ Certified commercial invoice of shipped items showing the description, quantity, and price of items shipped in duplicate. b) Non-negotiable shipping documents / proof of dispatch (Bill of Lading/ Airway Bill). c) Inspection Certificate issued by Employer's Representative after Factory Acceptance Test. d) Insurance documents of shipped items. e) Works Test Certificate. f) Crate-wise packing list along with weight of each item in the list. g) Certificate of country of origin issued by the appropriate authority. h) Certified copy of Certificate of receipt of full supplies at Depot site. i) Submission of all documents due till delivery of the Equipment	We request you that the payment shall be made on basis of LC (Line of Credit) as because of below points a) Our OEM is not agreeing to participate in the tender without the LC payment mode. b) This tender is global bidding hence payment through LC is preferred.	Bidding Documents conditions prevail.
53	Part 3 section IX contract forms	Appendix 1 Payment terms point 2.1,	6 of 22	All payments against the work, except the Final payment, to Contractor's shall be made in accordance with GC Clause 12 within forty-five (45) days of the receipt of required documents. The final payment shall be made within fifty-six (56) days of the receipt of required documents. However, for MSMEs, the final payment shall be made as per the current provisions of MSME Act.	You are requested to review the below mentioned payment terms and incorporate the changes as this will ensure timely payment for services offered by contractor during supply as well as CMS of 07 years : i) Discount for early payment: In the event the MMRCL pays the bills within 30 days of the date of submission of the invoice and particulars thereof MMRCL shall be entitled to deduct 0.25%(zero-point two five percent) of the bills (ii) Compensation for delayed payment: In the event MMRCL pays the bills after 60 days of the date of submission of the invoice and particulars thereof MMRCL shall pay interest for the period of delay, calculated at a rate equal to 3% (three percent) above the bank rate (PLR) as notified by the State Bank of India.	Bidding Documents conditions prevail.

