

MAHARASHTRA METRO RAIL CORPORATION LIMITED

NAGPUR METRO RAIL PROJECT

Annexure-I to Corrigendum-I (Reply to Pre-Bid queries)

Date: 05.04.2023

Name of Work: Detailed Design Consultancy Services for 12 (twelve) Elevated Station Viz Pili Nadi Khasara Fata, All India Radio, Khairi Fata, Lok Vihar, Lekha Nagar, Cantonment, Kamptee Police Station Kamptee Municipal Council, Dragon Palace, Golf Club and Kanhan River, excluding Viaduct in Station Portions on Reach-2A and Reach-2B of NMRP Phase-II".

Tender No: N2-007-DDC-01/2023

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
1	Part-3: Conditions of Contract Section-I: General Conditions of Contract Clause 11, Page 6 of 1	11. Liability of DDC to MAHA Tenderer shall be liable to pay Compensation to MAHA-Metro arising out of or in connection with the Agreement if a breach of Contract is established against him. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, subject to maximum of 10% of the actual cost of the construction contract(s), for which detailed design consultancy services has been provided by this DDC tenderer.	The liabilities should be limited to 10% of the value of this consultancy contract and not the construction contract since the tenderer would not be privy to the Construction contract. Hence, amend the clause accordingly: "Tenderer shall be liable to pay compensation to MAHA-METRO arising out of or in connection Agreement if a breach of Contract is Established against him. Such Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, subject to maximum of	Please refer revised tender clause in the Corrigendum.

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
2	Part-3: Conditions of Contract Section-I: General Conditions of Contract Clause 11, Page 6 of 17	11. Liability of DDC to MAHA-METRO Tenderer shall be liable to pay Compensation to MAHA – METRO arising out of or in connection with the Agreement if a breach of Contract is established against him. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, subject to maximum of 10% of the actual cost of the construction contract(s) for which detailed design Consultancy services has been provided by this DDC tenderer.	10% the actual cost of the construction Contract Contract(s) of this Contract value, For which detailed design consultancy services has been provided by this DDC Tenderer. The DDC shall not be liable for indirect and consequential losses or damages. Please request to exclude the same as a standard practice. Hence, amend the clause accordingly: "Tenderer shall be liable to pay Compensation to MAHA-METRO arising out of or in connection with the Agreement if a breach of Contract is established against him. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, subject to maximum of 10% actual cost of the construction contract(s) of this Contract value which detailed design consultancy services has been provided by this DDC	Not agreed. Please refer revised tender clause in the Corrigendum.

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S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
3	Part-3: Conditions of Contract Section-X: Special Conditions of Contract Clause 6 (C) (II), Page 3 of 9	C) Insurance II) Employer's Liability and Worker's Compensation Insurance The DDC shall take employer's liability and worker's compensation insurance in respect of the personnel of the consultants and of any sub consultants, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.	<i>Tenderer. Notwithstanding anything contained in the Contract, the DDC shall not be liable for any indirect and consequential losses or damages.</i> We have medical insurance coverage for all employees. Would that suffice? Please clarify.	No, Tender Conditions prevail.
4	PART- IV: Financial Package Page 14	8. DDC has to provide construction support activities as & when required by Maha Metro. Failing to attend any call a within 48 Hrs, which will be intimated to the DDC in writing by Maha – Metro during construction of stations shall lead to imposition of damages at the rate of Rs 10000/	Since liquidated damages have already been levied, please delete this Clause since it would cause prejudice to the Consultant.	Not agreed, tender conditions prevail.

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		(Ten Thousand) each occasion Upon the DDC. This is exclusive of LD limit describe above in payment schedule.		
5	Page 1 of NIT	Date & Time of Submission of Tender: Online submission up till 16:00 hrs on 06.04.2023.	In order to submit our best competitive offer, we request you to kindly extend the bid submission date by atleast 01 week From 06.04.2023.	Please refer Corrigendum for revised submission date.
6	General	General	Site office- deployment of staff shall be on the DDC's Discretion.	Not agreed, please refer Clause 5.0 of Section-VII: Scope of Work.
7	General	General	Solar consultant is vendor driven, hence should be appointed by the Client/ Respective contractor only. DDC will support for all IGBC related coordination for the solar Panels.	Not agreed, Solar Consultant is required (in-house or engaged) for considering the design aspects of Solar System and its Installation, in the detailed design of the stations. This shall be at the cost of DDC (may refer S.No. 4 of Table-A of Appendix-E3 of Part-IV also).
8	General	General	We assume that Third party proof checking is not required/ not in DDC's Scope.	Please refer Clause 4.3 and 6.6 of Section-VII: Scope of Work.
9	General	General	Duration of Contract of 3 years, including Construction support for 2 years. We assume that contractor shall be onboard within one year from the issuance of LOA to the successful DDC Tenderer.	Most likely. However, if Construction support is required beyond the original contract period, the same will be

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10	General	General	Tender stage submission activities are not mentioned for Civil, Architectural Finishes, PEB and Plumbing – Firefighting execution works. We assume that this is not part of DDC scope of work only E&M Tender documents shall be prepared by DDC.	dealt as per the Notes 1 of the Payment Schedule. Tender documentation is not required for any work. However, BoQ with Technical Specifications and detailed cost estimates shall be submitted for the entire scope of work, once the GFCDs are issued.
11	Part 1: Bidding Procedure; Section I – Instructions to Bidders; Cl. No. 4.2 (g); Page No. 10 Part 1: Bidding Procedure; Section III – Evaluation & Qualification Criteria; Cl. No. 2 Page No. 83 Part 1: Bidding Procedure; Section III – Evaluation & Qualification Criteria; Cl. No. 6 Page No. 92	A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder: (g) any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation 1.2: Conflict of Interest No conflicts of interest in accordance with ITB 4.2: Must meet requirement ii. If any existing member of the GC intends to participate in this tender then (the tenderer for this	We understand that the existing member of GC can participate in the tender by submitting an Undertaking as per Form-39. Please confirm.	Yes, existing member of GC can participate provided Form-39 is submitted.

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
12	Part 1: Bidding Procedure; Section II – Bid Data Sheet; Cl. No. ITB 14.7 (iv); Page No. 36	<p>instant tender under consideration) is required to furnish undertaking that for this instant Tender Package, if awarded in his favour, then MAHA-METRO will appoint separate Proof checker (independent of appointed GC) for this tender/work package and all costs incurred for carrying out the Proof-Checking of this tender work will be borne by the concerned successful GC of which this tenderer is a member/participant. If this condition is not acceptable, then this tenderer / member of the Tenderer will not be eligible for being associated with any prospective Tenderer for GC of this Project. Undertaking as per Form-39 is to be submitted.</p>	<p>Please specify the Stamp Duty applicable under this contract.</p>	<p>Please refer The Maharashtra Stamp Act.</p>

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
13	Part 1: Bidding Procedure; Section II – Bid Data Sheet; Cl. No. ITB 14.10; Page No. 36	With the Bid submission, the Bidder shall submit the Pro forma of undertaking provided in Section IV: Bidding Form stating that registrations under various fiscal and labour laws like GST, Central Excise, Import Export Code, Employee State Insurance, Provident Fund, Maharashtra Labour Welfare Fund, Local Body Tax shall be obtained by the bidders in the event of award of the work.	Please specify the Local Body Tax and its charges applicable under this contract.	Local Body Tax in not applicable.
14	Part 1: Bidding Procedure; Section III – Evaluation & Qualification Criteria; Cl. No. 3 Page No. 84	3.1 (a) Financial Capabilities (cash flow) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as INR Crore for the subject contract.	Please specify the Amount for the Financial Capabilities (cash flow)	Not applicable as mentioned in the tender conditions.
15	Part 1: Bidding Procedure; Section III – Evaluation &	4. Personnel The Bidder must demonstrate that it has the personnel for the key	Please confirm if the key positions need not to be deployed on site for the entire project duration of 36 months.	Key Personnel shall be deployed in the local office to be established at Nagpur for atleast initial 18 months.

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
	Qualification Criteria; Cl. No. 4; Page No. 91 Part 2: Work Requirement; Section VII: Scope of Work; Cl. No. 5.0; ORGANISATION OF THE DDC; Page No. 29	positions that meet the following requirements Upon its appointment, the DDC shall promptly commence Setting up its organization to the satisfaction of the Maha- Metro and shall be housed in one place in Nagpur. All work by the DDC shall be performed in Nagpur unless otherwise approved by the Maha-Metro in advance.		However, after 18 months, with the approval of Maha-Metro, deployment of Key Personnel may be tapered down depending on the workload.
16	Part 1: Bidding Procedure; Section III – Evaluation & Qualification Criteria; Cl. No. 4; Page No. 91	Utilities & Services Expert Qualification – B. Tech (Civil)	Utility and Services Expert are generally from B. Tech (Mech) or B. Tech (Electrical) background. Please consider.	Accepted.
17	Part 1: Bidding Procedure; Section IV – Bidding Forms; Form – 3; Page No. 99	We hereby certify that neither we nor any other member of our joint venture or any of our sub-Consultants are in any of the following situations: 2.5 not having fulfilled our obligations regarding the payment of social Security contributions or taxes in accordance with the legal provisions of either the country where we are established or the Contracting Authority's country	We would like you to remove NOT and rephrase the captioned clause as below - the tender is National Competitive Bidding and the client Maha Metro is based in India having fulfilled the obligations of social Security contributions or taxes in accordance with the legal provisions of India.	Not agreed, Tender Conditions prevail.

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
18	Part 1: Bidding Procedure; Section IV – Bidding Forms; Form – 5; Page No. 103	Method Statement (Not Applicable)	Please confirm whether we have to submit Method Statement with the technical proposal.	No, Method Statement is not required to be submitted. This is already marked as "Not Applicable"
19	Part 1: Bidding Procedure; Section IV – Bidding F	Financial Situation and Performance Sundry Debtors Note 1) In addition to the above Form, the Bidder shall provide a Certificate from Statutory Audi	Please remove the requirement for Sundry Debtors. We understand that the Certificate from Independent Chartered Accountant will also suffice the requirement during Bid Submission. Please Confirm.	Not agreed, Tender Conditions prevail.
20	Part 1: Bidding Procedure; Section IV – Bidding Forms; Form – 17; Page No. 117	Note 1) In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information along with valid UDIN.	We understand that the Certificate from Independent Chartered Accountant will also suffice the requirement during Bid Submission. Please Confirm.	Not agreed, Tender Conditions prevail.
21	Part 1: Bidding Procedure; Section IV – Bidding Forms; Form – 18; Page No. 118	Financial Resources (Not Applicable)	We understand that the details of Financial Capabilities (Cash Flow) can be ascertained from the Financial Statements and there is no need to provide a separate form. Please confirm.	This form is already marked as "Not Applicable"
22	Part 1: Bidding Procedure; Section IV –	Note In addition to the above Form, the Bidder shall provide a Certificate	We understand that the Certificate from Independent Chartered Accountant will also suffice the	Not agreed, Tender Conditions prevail.

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23	Part 1: Bidding Procedure; Section IV – Bidding Forms; Form – 31; Page No. 147	from Statutory Auditor certifying the above information. Undertaking for passing on benefits of exemptions to Maharashtra Metro Rail Corporation Limited and for adjustment of amounts due from balance due	requirement during Bid Submission. Please Confirm. This project is a services assignment, the execution is within India, hence no export incentives / duty drawbacks will be applicable, the therefore, signing the “Letter of Undertaking” is not applicable / relevant for this project. Please Confirm	Not agreed, Tender Conditions prevail.
24	Part 2: Work Requirement; Section VII: Scope of Work; Cl. No. 1.1.2; Page 3	Consultancy services for Preparation of Detailed design for Stations including Architecture, Civil and Structure, E&M services, Fire Fighting / Suppression and Protection, Plumbing, Sewerage, Water supply services, Building management services (BMS), Acoustics, Solar panel, and any other service / item required for completion of the work of Metro Rail Stations exclusive of Viaduct portions and guideway for the Metro system, and may also include certification of green building IGBC	Please confirm whether green building consultant will be hired by the client or DDC	Green Building Consultant is to be appointed by DDC if in-house facilities are not available. All the IGBC related services are to be provided by the DDC.

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25	Part 2: Work Requirement; Section VII: Scope of Work; Cl. No. 2.1.2 (iv); Page 4	DDC needs to design the Station building as per the parameters of the Detailed Project Report. Approved Design Basis Report (Elevated Stations) and Schedule of Dimensions (SOD) shall also be taken into consideration. Any changes in the design parameters will be conveyed to the DDC and no extra payment will be charged for the revision due to change in design parameters.	Any changes in the design parameters shall be conveyed to DDC before the start of preliminary design as any change after preliminary and detailed design will entail rework.	Noted.
26	Part 2: Work Requirement; Section VII: Scope of Work; Cl. No. 2.1.2 (v); Page 4	DDC will perform cost effective detailed designs of civil, structural including PEB roof structures , architectural, E&M, Firefighting & Protection, Plumbing, Water, Sewer, and interface with other services based on conceptual designs and criteria issued with the tender documents for the stations.	Please confirm whether PEB roof structures design is in scope of DDC as usually PEB structures are designed by specialist vendors and those designs are proof checked by DDC.	Yes, DDC need to design Steel Roof Structures also as clearly mentioned in the Scope of Work.
27	Part 2: Work Requirement; Section VII: Scope of Work; Cl. No. 2.1.2 (vii); Page 4	DDC will review detailed designs for temporary and permanent diversion works for all utilities affected by the station works and change as necessary to accommodate public Utilities. Data to be given by Maha-Metro.	Review of temporary and permanent diversion works shall be excluded from the scope of DDC. Please consider	Accepted, revised tender clause may be referred in the Corrigendum.

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		DDC will also provide coordination for this purpose.		
28	Part 2: Work Requirement; Section VII: Scope of Work; Cl. No. 2.1.2 (xviii); Page 5	DDC would be required to prepare notes regarding quality of Construction work observed by them during their periodical joint site visits and make necessary suggestions to Maha-Metro.	Please specify the frequency of the periodical visits.	As the Key Personnel will be working from the local office established at Nagpur, at-least two site visits per month are required.
29	Part 2: Work Requirement; Section VII: Scope of Work; Cl. No. 2.1.2 (xxx); Page 7	DDC professional fees/payments are inclusive of all responsibilities for carrying out the complete services as specified in the Scope of the Works, which include carrying out all mentioned services including all modifications, variation/addition in the design and drawings required during Execution of work due to site requirement of Maha-Metro. Nothing extra shall be paid on any account till completion of this project in all respects beyond the fees/payments specified in the contract.	Any modifications (except minor) in the design and drawings after issuance of detailed design owing to site constraints, construction issues shall be dealt under variations and/or additional works. Please confirm.	Minor revisions/modification shall be accommodated in the Tender Price only. Major conceptual changes and overhauling will be dealt under variations and/or additional work.
30	Part 2: Work Requirement; Section VII: Scope of Work; Cl. No. 8.8.2; Page 37 and	The responsibility of obtaining approval from Local Authorities is that of the DDC.	We shall provide the technical inputs in the form of drawings / documents pertaining to Fire. Liaison and to get the approval /	We shall provide the technical inputs in the form of drawings / documents pertaining to Fire. – Agreed.

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31	Part 2: Work Requirement; Section VII: Scope of Work; Cl. No. 2.1.2 (xv); Page 5	DDC will incorporate emergency evacuation considering NFPA 130, NFPA 101, National Building Code and all relevant bylaws etc.	certificate shall not be in our scope. Please confirm.	<i>Liaison and to get the approval / certificate shall not be in our scope. – Agreed.</i>
32	Part 2: Work Requirement; Section VII: Scope of Work; Cl. No. 6.6; Page No. 32	Upon its appointment, the DDC shall promptly commence setting up its organization to the satisfaction of the Maha-Metro and shall be housed in one place in Nagpur. All work by the DDC shall be performed in Nagpur unless otherwise approved by the Maha-Metro in advance.	Please confirm whether only design coordinators from each discipline like (Structures, Architecture and MEP) can be housed in Nagpur for coordination purpose and remaining design team can do the project deliveries from Consultant's office.	No, Tender Conditions prevail.
33	Part 2: Work Requirement; Section VII: Scope of Work; Cl. No. 11; Page 39	Drawings Prepared by Construction Contractors Drawings prepared by the Construction Contractors are defined as: (a) Shop Drawings contain information related to the permanent works. The DDC's engineering staff shall check these drawings and a report shall be furnished to the Maha-Metro.	Please confirm whether checking of shop and working drawings excluded from DDC's scope of works as it is usually checked by GC and Contractor's independent checker.	Yes, it is included in the DDC's scope. Kindly refer Clause 4.3 and 6.6 of Section-VII: Scope of Work.
33	Part 2: Work Requirement; Section VII: Scope of Work; Cl. No. 11; Page 39	Scope of Work for Property Development DDC shall earmark the possible spaces/locations for Property Development like retail spaces, advertisement panels, kiosks,	Please define the Property Development area to be developed. We understand that we have to do MEP load calculation and space provision only.	DDC is required to identify the type of PD possible in consultation with Maha-Metro during the detailed design stage.

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34	Part 2: Work Requirement; Section VII: Scope of Work; Cl. No. 13.7.7; Page 49	The Contractor/DDC shall take full advantage of the 3D object attributes available in the BIM environment to prove cost, constructional logic, fabrication, and program as required by the EMPLOYER/GC. Engagement modality expected for Project Management works including 4D 5D BIM requirements:- i. Contractor shall allocate a Project Coordinator who would be a single-point contact for Employer for monitoring day-to-day progress on the Project.	We understand that the Project Coordinator will not be deployed by EPC contractor not DDC. Please confirm	DDC shall deploy Project Manager/Co-Ordinator for their scope of work.
35	Part 2: Work Requirement; Appendix-D: Conceptual Drawings of Typical Stations	In Tender drawings (schematic layout), all passenger facilities has been accommodated at platform level.	Please confirm if the same design has to be followed in all the 12 elevated stations.	Yes, to the extent possible depending on the land availability.

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S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
36	Part 3: Conditions of Contract; Section -1: General Conditions of Contract; Cl. No. 6; Page No. 5	Decisions On all matters referred to it in writing by DDC. MAHA-METRO shall give a decision in writing within a reasonable time.	Request to define the "reasonable time".	Reasonable time depends on the issues under consideration. Tender Conditions prevail.
37	Part 3: Conditions of Contract; Section -1: General Conditions of Contract; Cl. No. 11; Page No. 6	Liability of DDC to MAHA-METRO Tenderer shall be liable to pay compensation to MAHA-METRO arising out of or in connection with the Agreement if a breach of Contract is established against him. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, subject to maximum of 10% of the actual cost of the construction contract(s), for which detailed design consultancy services has been provided by this DDC tenderer.	It is requested to modify this clause & limit the maximum liability equivalent to the DDC contract value & it should not be linked with the actual cost of the Construction Contract.	Agreed. Please refer revised tender clause in the Corrigendum.
38	Part 3: Conditions of Contract; Section -1: General Conditions of Contract; Cl. No. 16; Page No. 6	Delays Time is the essence of the Contract	As there are provisions of imposing LD up to the maximum 10% of the contract value, there shall not be a requirement to make the time as an essence. Kindly delete this clause.	Levying of LD doesn't entitle the DDC to delay the work. LD is a mechanism to prevent delays in the work.

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S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
39	Part 3: Conditions of Contract; Section -1: General Conditions of Contract; Cl. No. 18; Page No. 7	Abandonment, Suspension or Termination by Notice of MAHA-METRO (ii) If MAHA-METRO considers that Tenderer is not discharging its obligations, MAHA-METRO can inform the DDC by written notice sent as per Clause 30 stating grounds thereof. If a satisfactory reply is not received within 7 days of receipt of the notice by Tenderer. MAHA-METRO can by further notice terminate the Agreement provided that such further notice is given within 30 days of the MAHA-METRO's former notice.	Please provide at least 21 days to reply to the notice.	Time is still the essence of the contract and the DDC is expected to deliver the services as per the Key-Dates. Tender Conditions prevail. Not agreed, Tender Conditions prevail.
40	Part 3: Conditions of Contract; Section -1: General Conditions of Contract; Cl. No. 18; Page No. 7	Abandonment, Suspension or Termination by Notice of MAHA-METRO (ii) If MAHA-METRO considers that Tenderer is not discharging its obligations, MAHA-METRO can inform the DDC by written notice	Termination should be the last resort to penalize DDC. It is requested to include penalties instead of executing termination right.	Not agreed, Tender Conditions prevail.

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S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
41	Part 3: Conditions of Contract; Section -I: General Conditions of Contract; Cl. No. 18; Page No. 7	Abandonment, Suspension or Termination by Notice of MAHA-METRO	We request that the Tenderer shall have the similar right to suspend or terminate the services. Kindly add the provision in this regard.	Not agreed, Tender Conditions prevail.
42	Part 3: Conditions of Contract; Section -I: General Conditions of Contract; Cl. No. 21; Page No. 8	Time for Payment Amounts due to the Tenderer shall be paid promptly.	Please specify the timelines in terms of no. of days for making payments	Timeline cannot be specified. Prompt payment shall be done. Tender Conditions prevail.
43	Part 3: Conditions of Contract; Section -X: Contract Forms; Contract Form – 2; Cl. No. 2	If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction by approval of competent authority.	Request to provide clarity on this clause at the bidding stage. Clarification on ambiguity during execution may be biased or create dispute.	Request is not clear. Tender Conditions prevail.
44	Part 3: Conditions of Contract; Section -X: Contract Forms;	Without prejudice to its obligations under this Warranty, the Designer shall maintain with	Insurance duration appears to be very excessive, as effectively the	Please refer Clause 6. C. of SCC for the duration of PII.

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45	Contract Form 6; Cl. No. 10 Part 3: Conditions of Contract; Section -X: Contract Forms	well-established underwriters of repute and on terms and conditions reasonably acceptable to the Employer, professional indemnity insurance (as per sub-clause 18.1 of the General Conditions) in respect of the Designer and its sub-consultants for Indian Rupees (in words..... Rupees) in relation to his design of the Works for any one occurrence or series of occurrences arising out of any one event from the date of notification of acceptance until 5 years after the issue of Performance Certificate for the whole of works. The Designer shall immediately inform the Employer if for any reason professional indemnity insurance is not maintained in accordance with this Warranty or becomes void or unenforceable.	duration will become 8 years (3 + 5). Please keep it as per the duration of the contract 36 months from the issue of LOA.	Please refer the Corrigendum regarding the Contract Form-6.
		Contract Form 6 – Form of Designer’s Warranty Contract Form 9 – Form of Consultant’s Warranty	There is already s Designer’s Warranty document in Form 6, then why there is a need to	Contents in the forms are different, Tender Conditions prevail.

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	Contract Form 6 and Contract Form 9		provide duplicate / additional consultant's warranty. Please clarify	
46	Part 3: Conditions of Contract; Section -XII-B: Conciliation Procedure	The Employer shall maintain a panel of Conciliators, who shall be from serving or retired Engineers of Government Departments, or of Public Sector Undertakings.	In Conciliation and arbitration dispute resolution the panel shall be of neutral members and not from a serving or retired officer of Maharashtra Metro for an impartial decision of the arbitrator.	Tender Conditions prevail.
47	Part 4: Financial Package; Section X – Financial Bid; Appendix E3: Schedule of Payments	STAGE-2 (Liquidated Damages apply at this stage) Stage payment of lump Sum – 56 % Accumulative payment – 71 %	There is an arithmetic error please correct. Stage payment of lump Sum – 69 % Accumulative payment – 84 %	There is no arithmetic error.
48	General	Soil Resistivity	We understand soil resistivity test is not in the scope of DDC. please confirm.	Yes, agreed.
49	General	DBR and Conceptual Drawings	MEP DBR and conceptual drawings are not available in the document. Please provide to DDC.	These are to be prepared by the DDC.
50	General	Power of Attorney and bid specific Board Resolution Form 35 and Form 24	As a standard practice Bid, specific Power of Attorney along with General Board Resolution is submitted. Please consider	Not agreed, Tender Conditions prevail.

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
51	Section- II, Bid Data Sheet, ITB1.1	The successful Bidder has to establish its Office at Nagpur , if it does not have at present.	The DDC team shall be mobilized to Nagpur office or they can work from consultants' home office and visit the site/client's office on requirement basis.	DDC shall establish their office at Nagpur.
52	Part -I, Section-III, clause no. 4. Personnel Note no. 9	In case of project leader and Structural Design Engineer, relevant experience will be 'Design of Metro Stations.' Note no. 10. In case of Architect relevant experience Will be 'Metro Stations'.	It is requested that the relevant experience for Personnel mentioned in table should be modified as Design of Metro station/ Metro Depot.	Not agreed, Tender Conditions prevail.
53	Part -I, Section-III, clause no. 4	Personnel	Kindly define the relevant experience for Geo-tech and foundation Engineer, Electrical Engineer, Mechanical Engineer & BIM expert.	No further elaboration is required, Tender Conditions prevail.
54	2. Qualification 4.1 General Design Experience:	Experience under Detailed Design contracts in the role of prime consultant or JV member, for at least last 10 (Ten) years, starting 1st January 2013 to 31st Dec 2022.	Request to consider Associate Consultant experience as well for eligibility	Not agreed, Tender Conditions prevail.
55	4.2 (a) Specific Detailed Design Experience	1. *Similar consultancy work: Detailed Design of Metro Rail Stations including	Can the same be under different contracts for Architecture, Structure & MEP	No, Tender Conditions prevail.

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
56	4.2 (a) Specific Detailed Design Experience	Architectural, Structural and MEP design for stations a. Should have completed similar consultancy work of at least Nine (09) Elevated and/or Underground Metro Rail Stations in one Contract.	Projects with more than 80% completion should also be Considered for eligibility.	Not agreed, Tender Conditions prevail.
57	4. Personnel (Bidder shall use Form-4 to submit the detail)	Project Leader Relevant Experience 7 years Total Experience 20 years	For Project Leader Total Experience of 15 years should be considered	Not agreed, Tender Conditions prevail.
58	SECTION-X: Special Conditions of Contract A. For Architectural services including MMI, Signages and IGBC.	(a) Study of Conceptual drawings and Presentation of Design Alternatives. (b) Submission of Planning Criteria and complete Programme/submission schedule. Progress Schedule weeks - 2 to 4 weeks	Please reconsider keeping a time frame of 4 to 6 weeks	Not agreed, Tender Conditions prevail. However, the attention of bidder is drawn to clause 6 (I) of SCC regarding priority of the stations.
59	d	Submission and approval of detailed Room layouts. Progress Schedule weeks – 8 to 12 weeks	Please reconsider keeping a time frame of 15 to 25 weeks as SWC inputs will be required	Not agreed, Tender Conditions prevail. However, the attention of bidder is drawn to clause 6 (I) of SCC regarding priority of the stations.

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
60	E Tender Notice - Date and Time of submission of bid.	Online submission up till 16.00 Hrs. on Dated 06.04.2023 on Maha-Metro, E - Tender Portal.	Submission date may please be Extended to 16.00 Hrs on 20.04.2023.	Please refer the Corrigendum for revised submission date.
61	Part I, Section-1, Instruction to Bidders, i. Scope of Bid Page No. 9	1.2 (a) the term "in writing" means communicated in written form and delivered against receipt.	Communication through Email should also be included in the Meaning.	Communication through email will also be considered.
62	Part - 1 Section- III, Evaluation & Qualification Criteria, 2.0 Qualification Page No 87	4. (a) A minimum of *Similar Consultancy Works specified below that have been satisfactorily completed as a prime contractor or joint venture member during last 10 (Ten) years i.e., up till 31 st December- '2022. Should have completed similar consultancy work of at least Nine (09) Elevated and/or Underground Metro Rail Stations in one Contract.	We request to consider the Detailed Design of elevated stations of Light Metro also. The Sub-consultancy work may please also be considered.	Not agreed, Tender Conditions prevail.
63	Part-1, Section III, Evaluation & Qualification Criteria, 4.0 Personnel Page No 90	Position Min. Requirement Architect 3, Electrical Engineer 2	We feel that for the volume of work (12 Station), 1 (one) of the requested experience should be adequate.	Not agreed, Tender Conditions prevail.
64	Part-1, section III, Evaluation & Qualification Criteria 4.0 Personnel, Page No 90	Position Min Requirement Interfacing Officer -1	With Architects and electrical engineer of the requested experience on board, need for an interfacing officer is not there	Not agreed, Tender Conditions prevail.

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
65	Part-1, Section -III, Evaluation & Qualification criteria, 4.0 personnel Page No. 90	Position Qualification Utility & Services B.Tech (Civil) Expert.	Since the position relates with Water Supply & Sanitation Engineer Works' (As mentioned in Notes), B.SC. (Engineering) Mechanical Should also be acceptable.	Agreed.
66	Part-2, section VII, Scope of Work 3-0 services to be Performed by the Consultant Page No. 8 of 52	3.0 Additional Information 3.2.2 The DDC Shall prepare a Geotechnical Survey Report incorporating the available and additional Geo-Technical data and shall submit to the Maha Metro for acceptance.	As per 3.2.1, the geo technical date will be provided by the DDC/Contractor of the viaduct. The agency responsible for the data, normally submits the GT Investigation report. Hence, this requirement may please be deleted.	DDC shall prepare a summary of the data made available to them.
67	Part-2, Section-VII, Scope of work, 3.0 Service to be performed by the Consultant Page No. 12 of 52	3.7 System –Wide Requirements 3.7.7 Civil and Structural Design	Please Confirm if the Detailed Design of the Steel Roof of the Station is included in the Scope of the DDC	Yes, detailed design of steel roof is part of the scope of the work.
68	Part -2, Section VII, Scope of Work 13.0 Digital Delivery of Project Page No 46 of 52	13.3 Allocation of 5D BIM Licenses	The 5D BIM licenses are Specifically used for NMRRP Project for the employer. It is therefore requested to Provide the license free of cost to the DDC. Is the DDC expected to work on 5D BIM involves inputs of Work Program and Costs for the Purpose of construction Management & Billing, Realistic data of Work.	Not agreed, Tender Conditions prevail.

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S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
69	Part-2, Section VII, Scope of Work 13.0 Digital Delivery of Project Page No 50 of 52	Table Containing Role and Responsibility of Stakeholders.'	Please update the table listing the DDC's Responsibilities Separately from that of the Contractor.	This may be read in conjunction with the scope of work of this contract.
70	Part-3 Section X: Special Conditions of Contract Page No 3 of 9	6.C (I) Professional Indemnity Insurance : The DDC Shall affect and maintain professional Indemnity Insurance for the amount in Indian Rupees/USD/EURO, equal to the contract cost payable to DDC in respect of Service to be Carried out by or On behalf of them -----	The Professional Indemnity may please be limited to 10% of the Contract Value Similar to the Phase-I of the NMRP Project	Not agreed, Tender Conditions prevail.
71	Total Liability of Consultant	Total Liability of Consultant	We understand that total liability of consultant is limited to 10% of contract value of consultants. This should not be linked to contractors' fees.	Please refer the revised tender clause in the Corrigendum.
72	SECTION-III: Evaluation & Qualification Criteria 4.2 (a)	Specific Detailed Design Experience	We understand that substantially completed projects will be considered. Kindly confirm.	Not agreed, Tender Conditions prevail.
73	SECTION-III: Evaluation & Qualification Criteria 4.2 (a)	Specific Detailed Design Experience	We understand that this need to be met jointly by partners.	Yes, as mentioned in the qualification criteria.
74	SECTION-III: Evaluation & Qualification Criteria 4.2 (a)	Specific Detailed Design Experience	The DDC projects where concept design, tender drawing, specifications, BOQ and tender award scope is completed, and	Construction Support activities may still be in-progress, but detailed design activities shall be completed in all respects.

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
75	General Queries	General Queries	<p>construction is in progress for a DDC contract will be Considered for evaluation Purpose.</p> <p>We request the client to follow QCBS selection method, as it is a specialized job.</p>	<p>Tender Conditions prevail.</p> <p>Not agreed, Tender Conditions prevail.</p>
76	Part-1: Bidding Procedure Section –III: Evaluation & Qualification- Page 83	<p>Only Indian bidders are eligible to participate in this tender Documentation – certificate of Incorporation or registration Certificate of Incorporation or registration certificate etc.</p>	<p>1. We understand that Foreign Bidders registered in India Should also be allowed to Participate in the tender Kindly Confirm</p> <p>2. We understand that an India Company which is a fully owned Subsidiary of a Foreign Company (Parent Company) is allowed to Participate using Technical and Financial Credentials of its Parent Company. Kindly Confirm and Clarify.</p>	<p>1. It is confirmed that Indian Subsidiaries of Foreign Companies registered in India, are allowed to participate in this bid.</p> <p>2. Not Agreed.</p>
77	Part -1: Bidding Procedure Section –III: Evaluation Criteria & Qualification- Page - 88.	<p>Other Member(JV Experience: Other member of the JV Must have experience of detailed design of at least 2 numbers of Metro rail Stations, either as an Architectural of Structural Designer or MEP Designer.</p>	<p>1. We Understand that the experience here means Completed/ Substantially Completed / Ongoing Project. Kindly Confirm.</p> <p>2. Also, We Would request to Consider design experience LRT and RRTS Project as work type and systems is similar to metro / MRTS Projects. This May Be Considered.</p>	<p>1. Construction Support activities may still be in-progress, but detailed design activities shall be completed in all respects.</p> <p>2. Not Agreed.</p>

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S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
78	Part -1: Bidding Procedure Personnel (Bidder shall use from-4 to submit the detail)- Page 91-92- Point 8	Each person mentioned should have been working with the tenderer (With any member of JV/ Consortium, as the case may be) for the period Since not less than 6 months before the date of submission of the Tender. The proposed Project leader for providing consultancy services must have experience in Detailed Design of Metro station	<p>1. We Would request that key personnel should have been working with the employer or Should have Consented to Work for Project in Case of award to the bidder.</p> <p>2. Since the payment to the project is on milestone basis and it's very difficult to deploy full team at Nagpur for this project as in-house experts are. Hence we would request that few experts / Engineers like Structural Coordinator /Engineer, Architectural Coordinator / Engineer and E&M Coordinator /Engineer can be nominated full time in Nagpur and all Key Personnel can Work from Head Office in India With The above points may be Considered Please.</p>	Not agreed, Tender Conditions prevail.
79	Liability 11. Liability of DDC to Maha-Metro.	Tenderer shall be liable to pay Compensation to Maha- Metro arising out of or in Connection with the agreement if a breach of contract is established against him. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of	<p>Since this is a consultancy Contract and liability of the Consultant Should be Limited to maximum of Contract value This may be considered and Corrected Please.</p> <p>Hence the above clause may be modified as:</p>	Please refer revised tender clause in the Corrigendum.

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
80	Part-1: Bidding Procedure Section -II: Bid Data Sheet Page No 42 & 43ITB 32.1	such breach, subject to maximum of 10% of the actual Cost of the Construction Contract (S), For Which detailed design Consultancy services has been Provided by this DDC tenderer	Tenderer shall be liable to pay Compensation to Maha Metro arising out of or in connection with the Agreement if a breach of contract is established against him. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, subject to Maximum of 10% of the actual cost of the Construction Consultancy Contract(S) for Which detailed design Consultancy service has been provided by this DDC Tenderer. This May be Considered Please.	Maha-Metro confirms that Exchange Rates published by the Reserve Bank of India on the 28th day prior to the date of Bid Submission will be used.
	Part-1: Bidding Procedure Section -II: Bid Data Sheet Page No 42 & 43ITB 32.1	Will be compared in India National Rupees (INR) only. This will be achieved by conversion of the foreign Currency if any, of the Bid into Indian Rupees by using the exchange rates of Reserve Bank of India at the Close of Business of the Reserve Bank of India on 7 days prior to the day of Bid Submission, and then adding the same to the Indian Rupee Portion (if any) of the Bid. In Case this Particular day happens to be a	There is a discrepancy in Exchange rates to be adopted for foreign currency conversion as mentioned in RFP at Various Clauses. We Request to Fix the date of Exchange rate as RFP Publishing date i.e 2 nd March 2023 or as Fixed by MMRCL So That In Case of Date extension, Consultant May Not revise each from. This May be Considered Please.	

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
81	Part-1: Bidding Procedure	<p>holiday, the exchange rate at the closing of the business of the Reserve Bank of India on The Previous Working day Will be Considered</p> <p>And</p> <p>Part-1: Bidding Procedure</p> <p>Section-II: Bid Data Sheet From - 17, Page 117 Note: 2) All Prices in Foreign Currency Will be Converted to Indian Rupees using the Exchange Rates for those currencies published by the Reserve Bank of India on the day 28 days (Base date) prior to the date of Bid Submission</p> <p>And</p> <p>Part -1: Bidding Procedure</p> <p>Section- IV: Bidding Forms, from 21, Page 122</p> <p>Note 4) for the purpose of evaluation of Work Experience, all prices will be converted to Indian Rupees Using the Exchange rates for those Currencies at the Close of Business of the Work Completed in respective Year.</p>	<p>As per ITB Clause 19.1, it is mentioned that Original BG has to</p>	<p>Maha-Metro confirms that the original BG has to be submitted</p>

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S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
	Section-II: Bid Data Sheet, ITB 19.1, Page 37.	<p>Should ensure Physical Submission of the Original Bank Guarantee at the office of Maha- Metro at address specified in Bidding Documents, within 7 (Seven) Working days from the time and last date Scheduled for handing over the Bidding Documents (Online).</p> <p>And Part -1: Bidding Procedure Section –II: Bid Data Sheet, ITB 25.1, Page 41 ii) Technical Envelope/ Package of those Bidders Who have not Submitted Bid Security Shall be Opened. Bid which is accompanied by an unacceptable or Fraudulent Bid Security shall be considered as non- Compliant and rejected. Also, bidders who have not uploaded the essential enclosures and formats and not agree the bid document, Corrigendum, Addendum as uploaded on the E-Tender Portal by Maha Metro, their submission treated as non-responsive and no further technical evaluation will be Carried Out</p>	<p>be submitted within 7 working days of bid submission date whereas as per ITB Clause 25.1 it is mentioned that the bid will not be opened of those bidders who have not submitted the Bid Security. Please Clarify the date of Submission of original BG towards bid Security.</p>	<p>within 7 working days of bid submission.</p>

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S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
82	Part-1: Bidding Procedure Section – IV: Bidding Forms Form No 16 (Page 116), From 17 (Page 117), From 19 (Page 119).	Note: In addition to the above From, the Bidder shall Provide a Certificate from Statutory Auditor Certifying the above information along with Valid UDIN.	We request to please allow certification from Chartered Account also. This May be considered Please.	Not agreed, Tender Conditions prevail.
83	Technical, 24 of 52, 3.9, The DDC Shall Design and detail the Temporary and Permanent Drainage of the works and detail the connections of these works to the existing drainage Systems. The drainage Systems to be detailed as part of the design Shall include but not be limited to:	As per previous Practise of Similar, nature of Project Temporary Drainage shall be dealt by Execution Contractor as per Site Condition. DDC Will design Permeant Drainage, Kindly Confirm.	AS per Previous Practise of Similar, nature of Project Temporary Drainage Shall be dealt by Execution Contractor as per Site Condition. DDC Will design Permeant Drainage Kindly Confirm.	Agreed.
84	Technical, 5 of 52, 2.1.2,	Vii. DDC will review detailed designs for temporary and permanent diversion Works for all utilities affected by the Station works and Change as necessary to accommodate Public Utilities Data to be given by Maha – Metro. DDC Will also Provide Coordination for this Purpose.	Permanent and Temporary diversion Shall be dealt by Execution Contractor as per Site Condition, Kindly Confirm.	Accepted, revised tender clause may be referred in the Corrigendum.

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S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
85	Technical , 5 of 52,2.1.2,	xiv. Statutory approval from relevant authorities will be under DDC's Scope. Design & Drawing will take care of Fire Stipulation as per Codal requirement. In Case of my approvals from Archaeological Survey of India, The same will be Taken up by Maha –Metro however consultant shall assist for the same	DDC Will Provide Assistant and document to take necessary Statutory approval like fire Clearance, kindly Confirm.	Agreed.
86	Date & Time of	Submission of Tender online submission up to till 16.00 hrs. On Dt06.04.2023 on Maha – Metro, e –tender Portal.	We request you to kindly extend submission date of tender at least 3 Weeks after reply to Pre- bid queries. Kindly Consider.	Please refer the Corrigendum for revised submission date.
87	EQC (2) 4.1 Page-87	General Design Experience: Experience under Detailed Design contracts in the role of prime consultant or JV member, for at least last 10 (Ten) years, starting 1st January 2013 to 31st Dec 2022.	We request you to kindly consider 5 (Five) years of experience of the bidder to have more competitive bidding.	Not agreed, Tender condition prevails.
88	EQC (2) 4.2 (a) Page-87	Specific Detailed Design Experience: A minimum of *Similar Consultancy Works specified below that have been satisfactorily completed as a prime contractor or joint-venture member during last 10 (Ten) years i.e., up till 31st December'2022.	We request you to kindly allow ongoing works with 80% completion as on due date of bid submission of tender can be considered for qualification of work experience criteria.	Not agreed, Tender condition prevails.

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S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
89	EQC (2) 3.1 (c) Page-85	<p>(a) Should have completed similar consultancy work of at least Nine (09) Elevated and/or Underground Metro Rail Stations in one Contract.</p> <p>OR</p> <p>(b) Should have completed similar consultancy work of at least Twelve (12) Elevated and/or Underground Metro Rail Stations in two different Contracts collectively.</p> <p>OR</p> <p>(c) Should have completed similar consultancy work of at least Fourteen (14) Elevated and/or Underground Metro Rail Stations in three different Contracts collectively.</p>	Due to covid, the consultant has faced a lot of financial issues which has impacted the finances, we request you to kindly revise as follows: Net Worth of the tenderer should be positive (+) in two years during the last three audited financial years.	Not agreed, Tender condition prevails.
90	EQC (4) Note-8, Page-92	Each person mentioned should have been working with the Tenderer (With any member of	There are 14 Key Personnels specified in the key personnel tables, which is quite large in	Not agreed, Tender condition prevails.

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
91	Form-16, page-116	JV/Consortium, as the case may be) for the period since not less than 6 months before the date of submission of the Tender. The proposed project leader for providing consultancy services must have experience in Detailed Design of Metro Stations. Form-16: Financial Situation and Performance: Note: 1) In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information along with valid UDIN.	number. smaller consultants generally have associate consultants who work for them. We request you to kindly allow Key personnels to be either employed or on hire with an undertaking of their availability for the project. We request you kindly modify the note as below: 1) In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor/Chartered Accountant certifying the above information along with valid UDIN.	Not agreed, Tender condition prevails.
92	Form-17, page-117	Form-17: Average Annual Turnover Note: 1) In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information along with valid UDIN.	We request you kindly modify the note as below: 1) In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor/Chartered Accountant certifying the above information along with valid UDIN.	Not agreed, Tender condition prevails.
93	Form-19, page-117	Form-19: Current Contract Commitments / Design Consultancy Works in Progress	We request you kindly modify the note as below:	Not agreed, Tender condition prevails.

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
94	Tender Notice, page 3	Note: In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor certifying the above information along with valid UDIN. Last Date & time of Submission of Tender documents online = 06/04/2023 upto 1600 hrs	Note: In addition to the above Form, the Bidder shall provide a Certificate from Statutory Auditor/Chartered Accountant certifying the above information along with valid UDIN. We request you to kindly extend the submission end date to 4 weeks after the reply to prebid queries.	Please refer Corrigendum for revised submission date.
95	Page 87-88 of RFP Section-III: Evaluation & Qualification Criteria	Clause 4.2 (a) Specific Detailed Design Experience A minimum of *Similar Consultancy Works specified below that have been satisfactorily completed as a prime contractor or joint venture member during last 10 (Ten) years i.e., up till 31st December 2022. (a) Should have completed similar consultancy work of at least Nine (09) Elevated and/or Underground Metro Rail Stations in one Contract.	In general, all DDC tender documents floated by metro authorities allow successfully completed portions of any ongoing similar works as eligible to comply for the Work Experience Criteria. Hence, we request the Client to kindly modify/ amend the clause as follows: "value of successfully completed portion of similar work in any on-going composite work (work involving other than similar work also) up to last day of the month previous to the month of tender submission will also be considered for qualification of	Not agreed, Tender condition prevails.

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S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
96	Page 92 of RFP 4. Personnel	Note 8. Each person mentioned should have been working with the Tenderer (With any member of JV/Consortium, as the case may be) for the period since not less than 6 months before the date of submission of the Tender. The proposed project leader for providing consultancy services must have experience in Detailed Design of Metro Stations.	Work experience Criteria. Please Consider. For Indian companies to build their capacity in DDC assignments, we request the Client to kindly omit the requirement of regular staff from this bid. The same has been implemented by DMRC recently in the Central Vista DDC Bid in order to promote "Make in India Policy". Please consider.	Not agreed, Tender condition prevails.
97	Qualification: Eligibility: Clause 1.1 Nationality Page NO 83	Only Indian Bidder can participate	We understand that the foreign companies registered in India and having valid GST & Pan Card can participate in the tender, kindly confirm. Also, we request client to kindly allow us the use of credentials of associate/sister company to qualify the eligibility criteria	1. It is confirmed that Indian Subsidiaries of Foreign Companies registered in India, are allowed to participate in this bid. 2. Not Agreed.
98	NIT	Date of Submission	We request MMRCL to kindly extend the date of submission by 3 weeks from the date of issue of pre-bid clarifications.	Please refer Corrigendum for revised submission date.

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
99	Evaluation & Qualification Criteria Part-1: Bidding Procedure Section-III; Page no 91	02 of 03 persons mentioned at S.No. 2 of above table must have minimum qualification of at least M. Tech/M.E. in Structural Engineering	We request MMRCL to consider Experience minimum qualification B.E/B. Tech Civil Engineering for scoring purpose	Not agreed, Tender condition prevails.
100	SPECIAL CONDITIONS OF CONTRACT (SCC Page 2 of 9	For Local Experience and acquaintance with local environment, DDC should set up office at Nagpur.	We understand that the inputs will be carried out from home office as the Scope of work is Detailed Design Consultancy Services, and a coordinating team will be placed at Nagpur.	Not agreed, Tender condition prevails.
101	GENERAL CONDITIONS OF CONTRACT (GCC) Page 5 of 17	Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Tenderer shall forthwith, provide as a replacement a person of equivalent or better qualifications with the approval of MAHA-METRO. However, the total number of replacements in first year shall be limited to three only out of which maximum only one may be from the position of Structural Design Engineer. Any	We request MMRCL to consider a replacement a person of equivalent or better qualifications with the approval of MAHA-METRO for all the positions.	Not agreed, Tender condition prevails.

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
102	General	deviation from this instruction will attract a penalty of 2% of the contract value for each replacement of more than 3 pers	<p>We request MMRCL to kindly clarify the following:</p> <p>1) Please confirm that detail design of PEB structure is in DDC's scope or not.</p> <p>2) Please confirm that Proof checking of PEB structure is in DDC's scope or not.</p> <p>3) Please confirm that detail design of station portion through which viaduct is passing (e.g. cross arm, platform beam & slab) is in station's DDC scope or it is in viaduct's DDC scope.</p>	<p>1. Yes, detailed design of PEB structure is part of the scope of work.</p> <p>2. Proof-checking of detailed design of PEB structure is not part of the scope. However, review of it's shop and working drawings is included in the scope of work.</p> <p>3. Detailed design of viaduct in the station portion (Pier, Pier arm, cross arm) is not part of the scope of work. However, detailed design of platform level girders/slab and other station related structures are part of the scope of work.</p>
			<p>Please confirm that Revit model</p>	<p>LOD/LOI for 3D BIM models will be provided to the successful bidder.</p>

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
			on BIM shall be prepared for GAD/framing or rebar also need to be prepared on Revit model.	

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(Manager Design)

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