

**CORRIGENDUM-II**

**PRE-BID MEETING ON 05/04/2016**

**Name of Work: Supply of 10,000 MT 60E1 (UIC 60), 1080 Grade Head Hardened (HH) Rails as per IRS T-12, 2009 for Nagpur Metro Rail Project.:**

**ICB no: N1-T01/2016, Portal no 36**

<b>S.No</b>	<b>Clause No</b>	<b>Queries</b>	<b>Clarification</b>
1	Section II ITB 14.5	Incoterms edition of 2015 is not exist.	The version edition of Incoterms shall be Incoterms 2010.
2	ITB 19.1	We request entire Bid Security 6,25 Mio INR	The bid security portion in cash is reduced and revised as under. A Bid Security is required in two parts (In Indian Rupees or equivalent USD) (a) <b>Rs. 0.60 Millions INR</b> as cash by RTGS/NEFT/Credit Card as per procedure given e-tender portal. (b) <b>Rs. 5.65 Millions INR</b> in form of unconditioned guarantee issued by any Nationalized or Scheduled Commercial Bank (including scheduled commercial foreign bank) in India. In the form of Bid Security as per Form in <b>Section-IV: Bidding Forms</b> .
3	Section II ITB 14.8 (a) (iii), (b)(ii) and (c)(v)	It is requested that the delivery basis is changed to CIF Mumbai or DDU/DAP Nagpur (taxes unpaid). Waiver/Taxes: NMRCL shall make online payment for which Bill of Entry & TR6 challan in regard to payment of Customs Duty shall be provided to NMRCL to make the payment within 36hours of presentation of the aforesaid docs.	Delivery should be on DDP (Delivered Duty Paid) basis as per bid document inclusive of all taxes ,levies ,cess etc. as applicable in the purchaser's country, except custom duty at concessional rate.
4	Section IV schedule of requirement	CIF Delivery: linked with Establishment of operable Letter of Credit and based upon BL date within 4 months for the 1st Lot and 7 months for the 2nd Lot. Delivery to Nagpur Metro Depot in between 12 months after operable Letter of Credit.	The delivery period is revised for first Lot i.e.180 days from after opening of letter of credit and for second Lot will remain unchanged i.e. as per Schedule of Requirement as mentioned in section VII.

5	Section VII Delivery Schedule	<p>Please explain the expression earliest Delivery Date for Lot 1 (120 days from LC) and Latest Delivery Date for Lot 2 (270 days from LC).</p> <p>1) Does that mean that the Supplier is forced to deliver the first Lot within 120 days or it is allowed to deliver the rails also later?</p> <p>2) Our understanding is that the clause for Liquidated Damages starts for both (1+2) lots with the end of the latest delivery date.</p> <p>3) We need to extend the latest delivery date to 12 months (for both lots). After the 12 months Liquidated Damages (GCC 27 and SCC) would be applicable, unless we get an extension of time for the Delivery by the Purchaser.</p>	The delivery period is revised for first Lot as mentioned in above S.No 4 and rest of clause is self explanatory.
6	GCC 16.1	Please confirm that LC shall be irrevocable, commercially and technically acceptable from a first class bank which are conversant with international trading. The purchaser's bank (ICICI bank) will open the LC with corresponding Bank in Austria (Bank Austria). Please advise ICICI to send LC directly to the corresponding Austrian Bank and in no case original LC to be send to voestalpine.	Clause is self explanatory.
7	GCC 16.5	Payment against presentation of docs therefore NA. Financial date: will be supplied by voestalpine confirmed by charter accountant in EUR only	Clause is self explanatory.
8	GCC 1.h	Goods mean all commodities.	Clause is self explanatory.
9	GCC 23.1	The specifications of the packing of Rails.	Clause is self explanatory.
10	GCC 29 b	It is not clear to us, what that clause intends. Please explain.	Clause is self explanatory.
11	GCC 4.2	The meaning of the trade terms shall be as prescribed by Incoterms. The version edition of Incoterms shall be Incoterms 2010.	The version edition of Incoterms shall be Incoterms 2010.
12	SCC 10.2.3 a-c	We would prefer that the independent panel (which has no former relationship to the Purchaser) of arbitrators. The people for the should be named by an independent authority, for instance by a public court of India. Furthermore it is very unusual that the Purchaser can fix the costs for the arbitrator.	Arbitration clause will remain unchanged as mentioned in para GCC 10.2 of special condition of contract.
13	SCC 13.1 vi	It must be secured that the inspection agency has to make the inspection certificate prior to the shipment otherwise we can fulfil this condition.	Supplier will engage inspection agency , which will be approved by NMRCL, who will inspect the consignment before dispatch.
14	SCC 16.1.1	The proof of inspection has to be made in in our plant otherwise we could not accept this clause.	Accepted.

15	SCC 18.3.4	The warranty period is stated in SCC 28.3 and lasts 30 months from the last instalment. We want to fulfil the delivery to the depots within 12 months after the opening of the LC, so the Letter of acceptance will be given to us probably three months before opening of the LC. Therefore we see the duration of the performance Guarantee by the maximum of 45 months. Furthermore in GCC 28.3 is not stipulated what a successful completion of the warranty period should be. That must be clear for both parties.	Performance Guarantee shall be valid until 45 months from the date of issue of letter of acceptance as mentioned in para GCC 18.3 of special condition of contract.
16	SCC 18.3.4	1) We can not offer an unconditional warranty, however we can offer a warranty which in line with the contractual specifications in GCC 28. 2) We can not warrant a special performance in service, this also not specified 3) Please specify what is meant by successful completion of the warranty period.	Warranty shall be as per para GCC 28.3 of special condition of contract.
17	SCC 26.0	We would prefer to be informed before the test at a minimum of 5 days.	Accepted
18	SCC.26.0	We would prefer to change the word decide into determines.	Clause is self explanatory
19	SCC 26.0	Ownership of the material should only be transferred after full payment. Transfer of risk will be in accordance with the agreed Incoterm.	Clause is self explanatory
20	SCC 26.0	There is no sub clause 12.1. 12.2 and 12.3 mentioned within the GCC or SCC. Please explain.	Instead of sub clause 12.1. 12.2 and 12.3, same should be read as sub clause i.e. Inspection, Testing and Rejection of main clause SCC 26.0
21	SCC 26.0	This is not really clear to us. There is an inspection/testing/post dispatch inspection. When will be the <b>final acceptance and how to we get this confirmed?</b> The procedure for the final acceptance has also to be described in this clause. Do we get a certificate for the final acceptance? This would be also necessary for the begin of the warranty period.	Relevant clause of bid document is self explanatory, however the material receipt certificate will be issued after final acceptance by NMRCL.
22	SCC 27.1	As mentioned above, the delivery date has to be reasonable (12 months after opening of the LC). Furthermore the basis for the calculation of the LD has to be clear. The whole instalment is not correct as basis for the calculation, LD should be only applicable on the delayed amount of rails.	The Liquidated Damages shall be on each delayed instalment for the undelivered quantity.
23	Para 1	Change over blooms approx. 33%, because of tight chemical analyses technically no difference between change over blooms and others. To be examined by the works certificates.	The specification will be as per IRS-T-12-2009 for 1080 HH grade rails.
24	Para 7	Qualifying Tests will be done once a year for the heaviest section of any steel grade (latest edition April 2016).	Qualifying criteria tests shall be as per IRS-T-12-2009 for 1080 HH grade rails as mentioned in technical

			specification.
25	Para 5	Third party inspection costs: will be paid by supplier except travelling and accomodation costs. Voestalpine bears the costs of the inspection for two days 8 hours per day at the voestalpine factory	<p>1) Third party inspection costs to be borne by supplier including costs of the inspection, travelling and accommodation costs complete in all respects. Quoted rate must include this element also.</p> <p>2) Overseas training to be arranged by supplier for 20 Man days, which include cost of training. The travel, boarding and lodging expenses for this purpose shall be borne by the Employer i.e. NMRCL.</p>
26	ITB 14.8 BDS	MOUD is no more the authority for issuance of recommendation /sponsoring letter, it is to be issued by the concerned State Government. Relevant Notification no. 25/2014 –Customs dated 11.07.2014 issued by Government of India, Ministry of Finance (Department of Revenue) may be referred.	Accepted.
27	ITB 14.8 BDS	A foreign company does not fall under the jurisdiction of MVAT, as this is not applicable on imported consignments, such consignments are liable for the payment of Custom Duty. Conditions as specified under serial no. 4 of this document shall be deleted for foreign suppliers. Kindly advise?	In case import of goods, VAT shall not be applicable.
28	ITB 14.8 BDS	In case of a foreign supplier NMRCL shall be paying custom duty that shall fulfil tax obligation on the consignment. Whereas condition for all central / state / local taxes, duties, levies, cess and all other incidental charges shall not be applicable on the above said consignments hence it is requested that such conditions may kindly be deleted for foreign suppliers.	Local Body taxes /Local taxes shall be paid by supplier in case turnover is more than 50 Crore for supply within Nagpur municipal corporation limit, the rate shall be 1% as per Circular no LBT.2013/RC-16/UD-32(4) dated 28/03/2013 and corrigendum dated 06/07/2013 of Government of Maharashtra.
29	ITB 14.8 BDS	NMRCL Tender No. ICB: N1-T01/2016 pertains to the supply of goods on DDP (Delivery Duty Paid) terms. Such goods supply contracts does not come under the purview TDS (Tax Deducted at Source).  Kindly advice? Under circumstances if NMRCL has a different opinion on the deduction of TDS from what is mentioned above then may kindly advise under the provision of which section of Income Tax Act NMRCL shall be deducting TDS on import of goods as per DDP terms vide NMRCL Tender No. ICB: N1-T01/2016?	In case import of goods Custom duty will be applicable, TDS for such import item shall not be applicable.
30	ITB 14.8 BDS	NMRCL Tender No. ICB: N1-T01/2016 pertains to the supply of goods on DDP (Delivery Duty Paid) terms. Such goods supply contracts does not come	In case import of goods Custom duty is applicable

		<p>under the purview of Works Contract Tax as they are covered under sale of goods. Kindly advice? Sale Definition as per MVAT Act:Section 2(24), which defines 'sale'.Sub-section (b) (ii) provides as follows, (w.e.f. 06.08.2007):"(ii) the transfer of property in goods (whether as goods or in some other form) involved in the execution of a works contract including, an agreement for carrying out for cash, deferred payment or other valuable consideration, the building, construction, manufacture, processing, fabrication, erection, installation, fitting out, improvement, modification, repair or commissioning of any movable or immovable property."</p>	
31	ITB 39.1 BDS	The instruction for change in quantity should be given in 120 days in advance of stipulated delivery of second lot.	Accepted.
32	ITB 14.8 BDS	<p>Service tax exemption has been withdrawn vide Notification No.9/2016-Service Tax dated 01.03.2016 issued by Government of India, Ministry of Finance (Department of Revenue).</p> <p>In this regard it is hereby requested to confirm that Service Tax if applicable shall be the responsibility of NMRCL and accordingly shall be paid by NMRCL. Supplier in no way shall be liable to make the payment of Service Tax if applicable.</p>	Service shall not be applicable in this case.In case if it is applicable and paid by bidder, same shall be reimbursed on production of documentary evidence.
33		We request you to kindly extend Date & Time of submission of Tender by four weeks that shall be as 22.05.2016 instead on 22.04.2016.	The deadline for online submission of bids is extended and date of last online submission is 03/05/2016 and date bid opening is 05/05/2016.
34	GCC 16.1(3)	<p>"LC shall be opened as per quarterly cash flow statement based on delivery schedule and the payment schedule indicated above."</p> <p>It is requested to open LC at once for 100% contract value, as the procurement of raw material and production planning for the entire order shall be confirmed only once entire order is financially guaranteed.</p>	LC may be opened separately for two Lot of supply as per delivery schedule.
35	ITB 14.8 Additional para	As per our checking the notification no 25/2012 ,the service tax is exempted for work related to erection, construction, commission or installation of original work, however please note this tender is for supplies of HH rails, Service tax applicable is not exempted.	Service shall not be applicable in this case.
36		Supply on CIF Mumbai(port) delivery terms. we would like to quote on CIF incoterms or DDU but we cannot quote price for DDP.	Not acceptable.
37		Please confirm the delivery site allocated for each single lot should not be	Accepted.

		more than on site.	
39		Section IV special condition of contract (6), Jurisdiction of courts .We propose as an alternative international Chamber of commerce court of arbitration in new delhi in india.	Arbitration clause will remain unchanged as mentioned in para GCC 10.2 of special condition of contract.
40	Section IV price schedule	Although rail may be imported from outside of purchaser' country, custom clearance and inland transportation from Indian port to the site in Nagpur should be the service in purchaser' country. therefore we would like to ask you to prepare separate format for Price Schedule i.e. one for Good services from outside purchaser' country and other for within purchaser' country	Bidder to quote as per format of BOQ and price schedule at Section IV of bidding forms.
41	ITB 22.1	<p>In accordance to the conditions of NMRCL ICB No: N1-T01/2016 bidders are required to enroll with <a href="https://nmrcl.maharashtra.etenders.in">https://nmrcl.maharashtra.etenders.in</a> as this happens to be an e-tender portal of NMRCL. In this regards kindly be informed that a foreign bidder cannot complete the enrolment process on the said e-tender portal of NMRCL as the information fields that are mandatory to be filled are suitable for Indian bidders only, some of the field that shall not pertain to a foreign company and are a part of enrolment form are mentioned hereunder:</p> <p>Pan Card Number Sales Tax Number Company of Incorporation No. (MCA Registration) Location of Operation (in Maharashtra) Kindly provide a solution that may enable any foreign company to successfully enrol itself on e-tender portal of NMRCL.</p>	Process for enable the foreign bidders to bid in e-tender portal i.e. <a href="https://nmrcl.maharashtra.etenders.in">https://nmrcl.maharashtra.etenders.in</a> to be informed shortly by issuing corrigendum on e-tender portal by NMRCL.
42	Section I Clause 4,sub clause 4.1		<p>The lead partner in case of a JV/Consortium shall be the one who has the maximum experience of supply of Turnouts to the user rail administration among the members of JV/Consortium.</p> <p>Lead partner must have a minimum of 40% participation in the JV/Consortium.</p> <p>Partners having less than 20% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.</p>

No	Clause	Subject	Existing			Revised		
			Joint Venture (existing or intended)			Joint Venture (existing or intended)		
			All parties combined	Each member	One member	All parties combined	Each member	One member
43	Section III Evaluation and Qualification criteria Clause 3.1	Financial Capabilities	Must jointly meets requirement in proportion to the percentage of respective share	N/A	N/A	Must meet requirement	Must meet requirement as per their % share in JV	N/A
44	Section III Evaluation and Qualification criteria Clause 3.2	Average Annual Construction Turnover	Must meet requirement	Must meet requirement in proportion to their share.	N/A	Must meet requirement	Must meet minimum [twenty] per cent [20%] of the requirement	Must meet at least [fifty] per cent [40%] of the requirement (For Lead Member)
45	Section III Evaluation and Qualification criteria Clause 3.3	Profitability	Must meet requirement	NA	Must meet requirement			
46	Section III Evaluation and Qualification criteria Clause 3.4	Net Worth	Must meet requirement	Must meet requirement in proportion to their participation.	N/A	N/A	N/A	Must meet requirement (for Lead Member only)
47	Section III Evaluation and Qualification criteria Clause 3.5	Bid Capacity Criteria	Must meet requirement	Must meet requirement in proportion to their participation.	N/A	Must meet requirement	N/A	N/A
48	Section III Evaluation and Qualification criteria Clause 4.1	Similar Experience	N/A	N/A	Must meet requirement	Must meet requirement	Must meet minimum [twenty] per cent [20%] of the requirement	Must meet at least [forty] per cent [40%] of the requirement (For Lead Member)



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GM/Procurement