

**Corrigendum-IV**  
**Part A - Reply to queries**

**Tender No. NS1-RS-01/2019**

Sr. No	Section No.	Clause No.	Tender Condition	Queries	Reply
1	Section-5 Eligibility & Evaluation Criteria	IV. and V Page 73	IV. International firm/group shall have Indian Partner(s) as given in para(I) above, who have experience in appropriate discipline in executing the Detailed Design/Design Review Consultancy Services. Foreign company/Foreign individual should have been authorized to carry out business in India and relevant certificate of incorporation shall be furnished. And In case of Foreign Company, it should be registered / incorporated under relevant legislation and certificate of incorporation shall be furnished.	We understand that if the applicant consultant is 100% fully owned subsidiary of a Foreign Company, then for the purpose of evaluation under eligibility criteria, the credentials of such Parent Foreign Company shall be considered. Kindly confirm This is also as per earlier tenders floated by Maha-Metro like GC Nagpur Empanelment etc This may be confirmed and suitably considered please	For such case, parent company undertaking for complete design support to the r subsidiaries must be attached for technical eligibility.
2		Pg. 73 & 74 of RFP Point No VI- f	Proposed Organization Chart and Key personnel proposed along to be engaged in this work with their qualifications and experience details. Proposed Key personnel in each area and interfacing personnel must satisfy the requirements as detailed  The proposed Project Leader for providing consultancy services must have Experience for at least 10 years in Detailed Design/design Review/execution of similar trolleybus project. Details of the Key staff proposed to be engaged shall be enclosed. (should be a employee of the firm not less than 6 months)	We understand that CV of only Team Leader should qualify as per the requirement specified. Kindly clarify  With regards to other experts, since this type of expertise is very limited and this is a least cost tender, we request that all other expert CVs may be submitted after award of project after due approval of client. Kindly consider  As this type of expertise is very limited so we request that clause "Should be a employee of the firm not less than 6 Months" may be replaced with "Should be an employee of firm or full time working contract for this project"	OK

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3	Section-7	4.1, 4.4.2	Detail design of the Depot [...] allowing the tendering phase and the award to a civil works contractor. Coordination of every discipline [...]	We understand that the civil contractor is supposed not to do any design activities except the works execution design and the Systems components detail design by tier 2 suppliers, therefore the detail design mentioned here shall comprise any drawings, specifications, calculation reports... to do so. Please confirm if our understanding is correct.	The design here refers to tender document preparation and required drawings for tender, The DDC shall prepare a tender drawing/layout of depot and its facilities tentatively based on their previous experience
4	Section 4	Appendix E3 Schedule of Payment – Clause 5	Delivery of construct tender documents complete for floating of construct tender in accordance with appendix 1 – Scope of Work – 15 weeks from LoA	Given the schedule for the design reports (Clause 3 - 10 weeks) and technical specification (Clause 4 -13 weeks), if as per the scope of work the tender is a real detailed design for a construction tender (no design but execution design), the interval between both clauses should not be 2 weeks but more likely around 6 months. Please confirm if our understanding is correct.	Ref Addendum SN.5
5	Section 4	Appendix E3 Schedule of Payment – Clause 6	Completion of process of issue of clarifications/addendums/corrections/modifications prior to construction tender opening in accordance with of Appendix A – Scope of Work – 17 weeks from LoA.	Given the schedule for the tender documents (Clause 5 - 15 weeks), if the interval between both clauses correspond to the bid's preparation by the tenderer, its value should not be 2 weeks but more likely around 4 months. Please confirm if our understanding is correct.	Ref Addendum SN.5
6	Section 5	Annexure 2 Previous Experience – p80	Name at least 2 works done by you that can be visited by Maha-Metro officials	Given the nature of the requested previous experience: tender specifications, design reviews for rolling stock and telecommunication, referring to works may not be relevant there. Please confirm if these references can be replaced by individuals or entities that can be contacted by Maha-Metro officials.	Tender conditions prevails.

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7	Section 5	Annexure 6 – Proposed Organisation Chart	B Power System and Propulsion Expert Expert D Trolleybus Traction Electrification Expert G Earthing, Bonding, EMC/EMI study Expert	These positions seem to belong to the RFP related with the Power Supply and Electrification of the same project. We understand that their staffing is not needed there. Please confirm if our understanding is correct.	Refer to addendum SN.1 B. Propulsion Expert. D. Deleted.
8	Section 5	Annexure 5- Proposed Organisation Chart & Annexure 6 – Proposed Organisation Chart		Positions mentioned in Annexure -5 does not match with position mentioned in Annexure-6. Kindly clarify	Refer to addendum SN.2 C. Added in Annexure-6.
9	Section 4	Appendix E3 Schedule of payment.	S.No.2,3,4,5,6	Mentioned Appendix A-Scope of Work, but appendix A is not available. Please clarify.	Refer to addendum SN.5 Please read section-7 Scope of work instead of Appendix-A Scope of work
10	General	Key Details-Bank Guarantee	The Bid Security of INR 3,00,000/- (INR Three Lakhs Only) in the form of a Demand Draft / Bank Guarantee (as specified in NIT & Section-II, BDS) is attached, in accordance with the RFP document.	We understand that any JV Member of the consortium can provide Bank Guarantee/Demand Draft on behalf of consortium/Joint Venture.  Kindly confirm and clarify.	BG to be submitted by either Lead member or consortium.
11	Section-5A (Annexures to EQC)	ANNEXURE 5	PROPOSED ORGANISATION CHART  (The organisation should include adequate number of experts to be deployed in at least following heads)	We understand that full time deployment of experts at Nashik is not required. Adequate number of experts will be deployed at regular place of work i.e Home office of consultant for successful delivery of the project.  Kindly confirm the same.	Tender conditions prevail.

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12	Section 1			Please clarify who are the shortlisted consultants. it is not clear from the RFP document	Ref Section-2, BDS ITC 2.2
		2.2	The shortlisted consultants (Ref BDS) are invited to submit a Technical proposal and a Financial proposal for consulting services .....		
13	Section 1	22.1 & 23.1,23.2	<p>Financial proposal for QBS</p> <p>Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. (Ref. BDS Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods</p> <p>.....The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. ....</p> <p>..... Consultants whose proposals have passed the minimum technical score.....</p>	<p>There is a mismatch between clause 22.1 and 23.1 &amp; 23.2</p> <p>According to clause 22.1, only selection is based upon on QBS only and only Top ranked consultant is invited to negotiate</p> <p>Whereas as per clause 23.1 &amp; 23.2, financial proposal will be opened for those consultants whose proposal have passed the minimum technical scores</p> <p>Please clearly indicate the Technical and Financial Evaluation Criteria</p>	<p>Please refer section 2 Bid Data Sheet:</p> <p>clause 22 is not applicable &amp; Clause 23.1 is deleted.</p>





14	Section 1	16.b	The Financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies and other charges imposed in the Client's country under the Applicable law, on the Consultants, the Sub- consultants, and their Experts (other than nationals or permanent residents of the Client's country). The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Bid Data Sheet (Section-2). Information on taxes in the Client's country is provided in the Bid Data Sheet (Section-2)	Whether the client will reimburse the PIT (Personal Income Tax) paid on the amount paid to International experts.	No. Tender is all inclusive.
15	Section 1	24.b	The total price, net of taxes understood as per clause ITC 25, specified in the Financial proposal (section 4, FIN-1) shall be considered as the offered price	What is the meaning of Net of Taxes? Kindly Clarify	For Lump sum contract the offered price to be considered for financial evaluation shall be inclusive of the applicable taxes.
16	Section 2 (Bid Data Sheet)	ITC 14.1.4 and 27.2	Lump Sum price-(To be quoted by the bidder in the Financial proposal- Section IV) "inclusive of all cost of materials, intellectual cost, stationery cost and fees of experts/ specialist, labours, equipment, packaging, transportation, loading, unloading, site visits, travel expenses, lodging, boarding, local conveyance etc. including GST and all other taxes.	Will the client not pay the GST extra on top of the proposal? Kindly Clarify	Please refer to addendum-I SN.4

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17		ITC 16.1 Reimbursable expenses	Any change in legislation of any kind of taxes by Gol or GOM, after base date, shall be accounted for separately and it is applicable for both way (Reimbursement and deduction)	Does the client planning to take an advance ruling on the services to be provided by the consultant?  If yes, and in case the advance ruling comes that the services of consultant are not chargeable to GST, will the client pay the GST as a reimbursement to the consultant as there will be loss of ITC to the consultant.	Tender condtions prevail.
18	11 GCC	11	Liability of Contractor- Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach.	We request that liability to be limited to contract value. This may be suitably considered and incorporated in SCC please.	Tender condtions prevail.
19	18 GCC	18	Abandonment Suspension or termination by notice to Contractor	We request that right to suspend and terminate the Agreement to be given to the Contractor/Consultant as well. This may be suitably considered and incorporated in SCC please.	Tender condtions prevail.
20	34 GCC	34.9 a	Employer shall maintain a panel of Arbitrators with the requisite qualifications and professional experience relevant to the field to which the Claims relate.	Choice of Arbitrator very limited to the Contractor since panel maintained by the Employer. This may be suitably considered and incorporated in SCC please.	Tender condtions prevail.
21	18 GCC	18 (iii)	MAHA-METRO may complete the project by whatever method may be deemed expedient and the Contractor shall not be entitled to receive any additional payment. Also, Clause 11 of GCC shall be applied in cases of (ii) and (iii) above.	Liability of completion of works by third party or Client is not acceptable. This may be suitably considered and incorporated in SCC please.	Tender condtions prevail.

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22	Section 4 FINANCIAL PROPOSAL	APPENDIX E2	<p>Activity-II For support during construction stage (excluding attendance required for design review/clarifications at the time of Design) (Task-13 of Appendix A- Scope of work)</p>	<p>It is specified that Local Expert is required for 30 Man-days and Expatriate Expert is required for 14 Man-days</p> <p>Kindly specify the experience of Local Expert and Expatriate expert required.</p> <p>Kindly confirm that whether 30 Man-days and 14 Man-days will be continuous or intermittent during construction stage. Approximate duration of construction may be specified please.</p>	<p>Full time deployment may not be needed in case of foreign experts. Minimum 10 years of relevant experience for local expert and expatriate expert required. Please read section-7 scope of work instead of Appendix-A scope of work. Ref Addendum SN.3</p>
			<p>Local Expert* = Rate per day INR ..... (Approximate Qty. 30 man days)</p>		
			<p>Expatriate Expert* = Rate per day INR..... .....) (Approximate Qty. 14 man days)</p>		

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**Corrigendum-IV**  
**Part B - Addendum-I**

**Tender No. NS1-RS-01/2019**

Sr. No	Section No.	Clause No.	Tender Condition				Revised Tender Condition			
1	Section 5	Annexure 5	A. Project/Team Leader B. Power System and Propulsion Expert. C. Carbody design and Trolley Bus Mechanical Expert. D. Trolley Bus Traction Electrification Expert. E. Telecommunication Expert. F. Trolleybus Depot and Facilities Expert. G. Earthing, Bonding, EMC/EMI study Expert H. Digital Protection expert. I. Interfacing Expert.				A. Project Leader B. Propulsion Expert. C. Carbody design and Trolley Bus Mechanical Expert. D. Deleted E. Telecommunication Expert. F. Trolleybus Depot and Facilities Expert. G. Earthing, Bonding, EMC/EMI study Expert H. Digital Protection expert. I. Interfacing Expert.			
2	Section 5	Annexure 6	A. Project Leader B. Power System and Propulsion Expert. C. Trolley Bus Traction Electrification Expert. D. Telecommunication Expert. F. Trolleybus Depot and Facilities Expert. G. Earthing, Bonding, EMC/EMI study Expert H. Digital Protection expert. I. Interfacing Expert.				A. Project Leader B. Propulsion Expert. C. Carbody design and Trolley Bus Mechanical Expert. D. Deleted E. Telecommunication Expert. F. Trolleybus Depot and Facilities Expert. G. Earthing, Bonding, EMC/EMI study Expert H. Digital Protection expert. I. Interfacing Expert.			
3	Section 4	APPENDIX E2 3. Activity-II	Activity-II For support during construction stage (excluding attendance required for design review /clarifications at the time of Design) (Task-13 of Appendix A- Scope of work)				Activity-II For support during construction stage (excluding attendance required for design review /clarifications at the time of Design) (Task-13 of Section-7- Scope of work)			
4	Section 4	APPENDIX E2 4.2	The quoted price shall be inclusive of all applicable and payable taxes excluding CGST and SGST. MAHA-METRO shall pay the applicable CGST and SGST as invoiced by the Contractor to MAHA-METRO. Income Tax and any other statutory taxes to be deducted at source, if any will be deducted by the Employer in accordance with the Income Tax Act and any other acts in force and in accordance with the instructions issued by the Authorities on this behalf from time to time.				The quoted price shall be inclusive of all applicable and payable taxes including CGST and SGST. Income Tax and any other statutory taxes to be deducted at source, if any will be deducted by the Employer in accordance with the Income Tax Act and any other acts in force and in accordance with the instructions issued by the Authorities on this behalf from time to time.			
5	Section-4	Appendix E3 Schedule of Payment	SN	Activity Completed	Stage payment in percentage of amount towards traction design	Progress schedule(in Weeks from date issue of Letter of Acceptance)	SN	Activity Completed	Stage payment in percentage of amount towards traction design	Progress schedule(in Weeks from date issue of Letter of
			1	2	3	5	1	2	3	4

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1	Submission & acceptance of Inception Reporting accordance with of Section 7-Scope of work	5%	4	1	Submission & acceptance of Inception Reporting accordance with of Section 7-Scope of work	5%	4
2	Submission & acceptance of Design Basis Report in accordance with Appendix A-Scope of work	5%	6	2	Submission & acceptance of Design Basis Report in accordance with <b>Section 7</b> -Scope of work	5%	6
3	Final submission of design reports in accordance with Appendix A- Scope of work	5%	10	3	Final submission of design reports in accordance with <b>Section 7</b> - Scope of work	5%	10
4	Submission of Technical specifications, drawings, cost estimates with their rate analysis/basis in accordance with Appendix A-Scope of work	10%	13	4	Submission of Technical specifications, drawings, cost estimates with their rate analysis/basis in accordance with <b>Section-7</b> -Scope of work	10%	13
5	Delivery of construct tender documents complete for floating of construct tender in accordance with Appendix A-Scope of work	10%	15(Liquidation damages apply at this stage)	5	Delivery of construct tender documents complete for floating of construct tender in accordance with <b>Section 7</b> -Scope of work	10%	22(Liquidation damages apply at this stage)
6	Completion of process of issue of clarification/ addendums/ corrections/ modifications prior to construction tender opening in accordance with of Appendix A-Scope of work.	20%	17	6	Completion of process of issue of clarification/ addendums/ corrections/ modifications prior to construction tender <b>financial</b> opening in accordance with of <b>Section 7</b> -Scope of work.	20%	26
7	Evaluation and technical assistance till the award of work	45%	21	7	Evaluation and technical assistance till the award of work	45%	30

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