

Dated 22/04/2016

CORRIGENDUM-I

PRE-BID MEETING ON 11/04/2016

Name of Work: Supply of Fastening System for ballastless track for North-South Corridor and East-West Corridor Including Connectivity to Depot of Nagpur Metro Rail Projects

ICB no: N1-T03/2016, Portal no 39

S.No	Clause No	Queries	Clarification
1	Part I - ' 4.1 Section I, ITB 4.1	<p>Pandrol Rahee Technologies Pvt. Ltd. (PRT), a Joint Venture Co. between Pandrol International Ltd., and Rahee Infratech Ltd. Accordingly In the past PRT has supplied all local components (7 components) of Pandrol Double Resilient Baseplate Assembly System based on Pandrol's drawing,</p> <p>Can PRT be eligible to bid in its own name for supply of complete fastening system even if 3 (three) components have been supplied by Pandrol UK Ltd. in the past and the manufacturer's warranty was issued by Pandrol UK Ltd.</p> <p>Reference the highlight, in view of the eligible entities being referred to as JV / Consortiums, the same needs to be changed across the document.</p>	Members of JV/Consortium should fulfil the Evaluation and Qualification criteria as mentioned in Section III of bid document and subsequently revised as per S.No. 42 to 47 of Corrigendum.
2	Part I - ' 17.2 Section I, ITB	<p>Reference (a), its needs to be defined as to who will be considered as the Manufacturer?</p> <p>Will the Manufacturer or producer on whose Drawings the qualifying past performance is based upon be considered for issuing the Manufacturer's Authorization?</p>	Clause is self explanatory and tender conditions prevail.
3	Part I - I 20 Section I, ITB	We understand that the bid is to be submitted in Electronic form, whereas, this clause talks about Originals and hard copies etc.	These clauses have already been replaced as specified in ITB 20.1 and ITB 20.2 at

		<p>Should this be deleted?</p> <p>Please clarify.</p>	Section II of Bid Data Sheet.
4	Part I - ' 22.1 Section I, ITB	Is the method of Bid submission an option i.e. either Hard copy or Electronic?	These clauses have already been replaced as specified in ITB 20.1 and ITB 20.2 at Section II of Bid Data Sheet.
5	Section ITB III, 22.1	Conflicting clause in the tender documents may please be deleted.	These clauses have already been replaced as specified in ITB 20.1 and ITB 20.2 at Section II of Bid Data Sheet.
6	Section III, I 3.1 Eligibility and Qualification Criteria	<p>The Eligibility criteria should be applicable for all parties / members of the JV / Consortium combined and NOT for Each member. Similar stance was taken by DMRC and Lucknow Metro in their tenders for fastenings.</p> <p>The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1.</p> <p>Please clarify where is Sub Factor 3.1 in the tender document.</p>	<p>Evaluation and Qualification criteria have been revised for JV/Consortium as mentioned at S.No. 42 of Corrigendum.</p> <p>Sub Factor 3.1 may be read as Sub Clause 3.1.</p>
7	Section III, I 3.2 Eligibility and Qualification Criteria	<p>The word construction is not applicable to the supply of fastenings.</p> <p>The Eligibility criteria should be applicable for all parties / members of the JV / Consortium combined and NOT for Each member. Similar stance was taken by DMRC and Lucknow Metro in their tenders for fastenings.</p>	Evaluation and Qualification criteria have been revised for JV/Consortium as mentioned at S.No. 43 of Corrigendum.
8	Section III, 3.4 Eligibility and Qualification Criteria	The Eligibility criteria should be applicable for all parties / members of the JV / Consortium combined and NOT for Each member. Similar stance was taken by DMRC and Lucknow Metro in their tenders for fastenings.	Evaluation and Qualification criteria have been revised for JV/Consortium as mentioned at S.No. 45 of Corrigendum.
9	Section III, 3.5 Eligibility and	The Eligibility criteria should be applicable for all parties / members of the JV / Consortium combined and NOT for Each member. Similar stance was taken by	Evaluation and Qualification criteria have been revised for JV/Consortium as

	Qualification Criteria	DMRC and Lucknow Metro in their tenders for fastenings. Also the approximate cost of work as per NIT is not stated in the tender documents. The word construction is not applicable to supply of fastenings.	mentioned at S.No. 46 of Corrigendum.
10	Section III, 4.1 Eligibility and Qualification Criteria	Pandrol Rahee Technologies Pvt. Ltd. (PRT), a Joint Venture Co. between Pandrol International Ltd. and Rahee Infratech Ltd. Accordingly In the past PRT has supplied all local components (7 components) of Pandrol Double Resilient Base plate Assembly System based on Pandrol's drawing, Can PRT be eligible to bid in its own name for supply of complete fastening system even if 3 (three) components have been supplied by Pandrol UK Ltd. in the past and the Manufacturer's Warranty was issued by Pandrol UK Ltd.?	Members of JV/Consortium should fulfil the Evaluation and Qualification criteria as mentioned in Section III of bid document and subsequently revised as per S.No. 42 to 47 of Corrigendum. In case of a JV/Consortium, the lead partner is required to submit the Performance Guarantee against the warranty.
11	Section III, 4.2 Eligibility and Qualification Criteria	Reference the highlight, PRT would like to submit its own drawings which will be based on drawings of Pandrol UK and approved by Ministry of Railways. Please confirm that the Approval of the proposed Fastening System accorded by the Ministry of Railways and based on Pandrol's drawing can be accepted for drawings prepared and submitted by PRT.	In this regard, Ministry of Railway directions are clear.
12	Section III, 19.8 Eligibility and Qualification Criteria	Please amend the clause to allow submission of Bid Security by any member of the JV / Consortium.	As per Clause ITB 19.8 of Bid Data Sheet, the Bid security, in both the forms, as specified in ITB 19.1 above shall be submitted by the lead member in case of JV/Consortium.
13	Section IV, Bidding Forms Price Schedule forms	Earlier in Section I, ITB, 14, there is a requirement to give break up of Item wise price, whereas, there is no provision in the BOQ format. How will this be done in E-tendering? Against column 4, we presume delivery date shall be as per Section VII, Schedule	The breakup item wise pricelist must be as per format and price schedule is covered in Section IV of bidding forms. The format BOQ and price schedule is at Section IV of bidding forms of bid document is required to

		of Requirements, on page 102. Please clarify.	be filled up duly signed, scan and upload in commercial section. Delivery date shall be as per Section VII, Schedule of Requirements.
14	Section VII 3.8	If PRT bids than can Single Point Warranty from them will be considered even if the past provenness is based on Pandrol's Drawings.	In case of a JV/Consortium, the lead partner is required to submit the Performance Guarantee against the warranty.
15	Section IV Page 81	The BOQ has Quantity, EXW price and column on taxes, than why is extra information on Labour costs etc are required?	These information need not be furnished.
16	Section IX GCC 17.3	Please confirm if the Custom Duty to be paid by NMRCL will include Basic custom duty, Counter Vailing duty, and Additional custom duty.	Custom Duty shall include Basic custom duty, Counter Vailing duty, and Additional custom duty. The Clause for payment of Custom duty is revised at S.No. 23 of Corrigendum.
17	Section III ITB 36	Being in line with the essence of this tender as an International Competitive bidding, we, as a foreign entity, would be bidding as a sole Bidder / Supplier and propose to supply the Indian portion of the components through our nominated sub-supplier in India which is a part of our group of Companies and which would be part of the final contract. Kindly confirm the above arrangement would be acceptable?	Members of JV/Consortium must satisfy technical specifications and performance criteria issued by Ministry of Railway as mentioned in bid document.
18	Section III ITB 14.8	For Bidder from outside Nagpur, is it compulsory to register with MVAT authority and effect the Sale from Maharashtra, if the order is awarded? Or is it permitted to sell the Indian fastening from any other State where company is already registered with local Tax authority? Can you confirm that NMRCL can not issue C-form so that the bidder can submit their bid offer with CST @ 2% against form C?	MVAT shall not be applicable. However, CST shall be applicable for supply of material from other state within in Purchaser's Country. Already replied above. CST @ 2% against form C not applicable as C-form is not being issued by NMRCL .
19	Section III	TDS is normaly not applicable in a supply contract.	In case Supply of goods, TDS shall not be

	ITB 14.8	Please confirm no TDS will be deducted.	applicable.
20	Section III ITB 14.8	We have not found any "Form 21" and "Form 22" in the Bid Document. Please provide Form 21 and 22 if required as part of our submission.	Form 21 and Form 22 may be submitted by supplier in their own letterhead for complying ITB 14.8
21	Section III ITB 14.8	Since the supplier scope is limited to supply of fastening systems, the applicability of registration under various fiscal and labour law, Professional Tax, Service Tax etc. as the same is not applicable for a supply contract. As regards to IE code, this will be applicable to the importer (NMRCL) to import and avail necessary project benefit. Appropriate waiver may be provided to the bidder.	Service tax and Professional Tax shall not be applicable in this case.
22	Section III ITB 15.1	The bidders may submit its offer in INR/Euro/Dollar as the supply will be made from India and Europe. It may be difficult for the bidder to factor in the bidding price the applicable Bank Commission in price bid as the rate of commission is depending on the particular arrangement between Banker and NMRCL. Please indicate which rate or range of rate should be considered by the bidder?	Rate of Bank Commission may be obtained from Union Bank of India ,Nagpur as they are NMRCL official banker
23	ITB 34.5 ITB 14.8 BDS	Since the applicability of Custom Duties is excluded for the imported components (NMRCL will pay directly to Custom Department), the requested Incoterm should be amended as DAP (Delivered At Place as per definition of INCOTERMS 2010) for the imported components instead of DDP (Delivered Duty Paid). The Incoterm DDP (Delivered Duty Paid) shall be acceptable for delivery of Indian components.	Rates to be quoted are DDP/Nagpur inclusive of custom duty. Delivery should be on DDP (Delivered Duty Paid) basis as per bid document inclusive of all taxes, levies, cess and Custom duty etc. as applicable in the purchaser's country. Custom duty to be paid by the supplier, which is not to be reimbursed by NMRCL .
24	ITB 39.1	Since no price variation is permitted for the contract, the variation of quantity may be included in the original delivery period. Any variation beyond the original delivery period may be subject to price variation/readjustment of price. Please confirm, whether the mentioned variation of -10% /+30% of the total quantity will be delivered within the stipulated delivery period of 52 weeks?	The variation of quantity shall be applicable within stipulated delivery period.
25	ITB 14.3	Since no variation of price is permitted, please confirm that this is associated to	Clause is self explanatory

	GCC 15.1	respect of the original delivery period of 52 weeks?	
26	Section -VII 5. Inspection and Tests	Clause No.5.1 and 5.2 does not appear in the Tender documents.	Clause No.5.1 and 5.2 can be read at GCC 26.0 of Section IX of Special Conditions of Contract.
27	Section -VII 5. Inspection and Tests	In general, it seems there is a confusion between "System Test" and "ITP": - The System Test is done based on RDSO Performance Criteria / EN Standard (Table-1). It is done for validation of the fastening in an Independant Lab test with duration of several weeks. This test is not necessarily repeated for each project and when it is done, it is executed once only before start of supplies or during supplies depending on the agreement with the end customer. Please confirm if a System Test realized recently (less than one year) would be acceptable for NMRCL, to avoid repetition on this long-cycle test? Please confirm that a full System Tests does not need to be performed before shipping of each lot?	This test can be witnessed by NMRCL, if performed for any other Metro. This test is required to be witnessed by NMRCL. Test need to be performed within the delivery period. However, dispatch of first lot need not be held upon this account.
28	Section -VII 5. Inspection and Tests	In general, it seems there is a confusion between "System Test" and "ITP": - ITP is generally executed in presence of the end customer or a Third-party Inspection Agency after production of each lot and before shipment. Please confirm our understanding is correct? Please confirm if a draft of ITP has to be provided at Tender Stage?	Clause is self explanatory
29	Section IX. Special Conditions of Contract	This condition may be considered with following point : In case the damage is limited to package/boxes/wrapping without any consequences on the goods, repacking and re-stacking of the material will have to be done by the supplier.	Accepted
30	GCC 28.3	We would ask you to kindly consider the following comments: The warrantee period of 60 months may commence from the original Delivery Period and not from any extended delivery period, if any. 60 months of warrantee	Warranty shall be valid of period of 60 months after the receipt of last instalment of supplies at khapri and hingna depot at Nagpur as per Clause GCC 28.3.

		<p>period shall be complied subject to strict compliance of fastening installation manual which will be submitted by the bidder.</p> <p>The warranty described above does not apply to and is voided by conditions or applications causing excessive track degradation, including, but not limited to, through constant exposure to highly corrosive materials, environmental issues or spillage of corrosive material. The warranty shall not apply and be void if any defect, damage or non-conformity of the stores is, including but not limited to, caused or arises due to:</p> <ul style="list-style-type: none"> • installation and/or maintenance of the stores, rails, ballast, rolling stock or infrastructure not in accordance with the technical specification or applicable industry standards; • use and operation of the stores outside the technical specification; • rail defects; or • re-installation of the Goods. 	
31	GCC 25.1	Can you please clarify as per safety requirement if you have any specification of Hydra/Crane to be used for unloading the material in order to factor the cost for the same in bid price.	As per Clause GCC 25.1 , Unloading shall be done by supplier and applicable charges shall be borne by supplier. It is the responsibilities of supplier to safely unloading the material.
32	ITB 34.5	<p>Tender condition may be modified for fastening instead of existing condition.</p> <p>Fastening will be unloaded and stacked with Hydra/Labour wherever necessary.</p>	It is the responsibilities of supplier to safely unloading the material.
33	<p>Section II. BDS ITB Clause 14.5</p> <p>and Section IX GCC4.2</p>	The latest, currently valid edition by the International Chamber of Commerce is INCOTERMS® 2010. Please clarify if this edition is to be considered.	The version edition of Incoterms shall be Incoterms 2010.
34	ITB 21.3	Equivalent to items 21.1 and 21.2, this item 21.3 does not seem to apply, since this is an e-tendering procedure.	These clauses have already been replaced as specified in ITB 20.1 and ITB 20.2 at Section II of Bid Data Sheet.

35	Section VII 6.1 Bidders technical Proposal	<p>Please clarify if only already approved systems can be proposed as this clause and in particular the wording "subject to reasonable development, be capable of complying" is in contradiction with the Technical Specification of Fastening System, Clause 3.1 of Section VII.</p> <p>If alternative systems, not yet approved by Railway Board can be proposed, what would be the definition of a reasonable development and corresponding timeline for approval?</p>	<p>The Fastening System for ballast less track should comply with performance criteria as mentioned in Technical Specification of Fastening System in Schedule of Requirements of Section VII by Ministry of Railways.</p>
36	Section I 34.2 Evaluation of Bids	<p>NMRCL has decided to procure Fastening Systems directly and independently from Track works Civil contract. However, selection of Fastening System will have a certain influence on the design of the Track work (Plinth design in particular) and on the cost for installation and therefore on the total cost of ownership.</p> <p>Please confirm if, in order to have a complete evaluation of the cost of ownership, economical evaluation will consider not only Fastening supply costs but also cost for Track works civil works ?</p>	<p>As per ITB 1.1 at Section II of Bid Data Sheet, it is specified that bid is invited for Supply of Fastening System for ballastless track for North-South Corridor and East-West Corridor Including Connectivity to Depot of Nagpur Metro Rail Projects.</p>
37	Section VIII 30.1 Limitation of Liability	<p>Would you please confirm acceptance of the proposed modification on the limitation of liability:</p> <p>30.1 Except in cases of criminal negligence or willful misconduct, (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.</p>	<p>Tender condition prevails.</p>
38	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 to the user rail administration among the members of</p>

			JV/Consortium.
39	ITB 19.1		<p>The bid security portion in cash is reduced and revised as under.</p> <p>A Bid Security is required in two parts (In Indian Rupees or equivalent USD)</p> <p>(a) Rs. 0.50 Millions INR as cash by RTGS/NEFT/Credit Card as per procedure given e-Bid portal.</p> <p>(b) Rs. 4.46 Millions INR 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 Section-IV: Bidding Forms.</p>
40	ITB 22.1 ITB 25.1, ITB 25.2 & ITB 25.3		<p>The deadline for online submission of bids is extended and date of last online submission is 23/05/2016 and date of bid opening is 25/05/2016.</p>
41	Special condition of contract GCC 26.0		<p>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>

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
42	Section III Evaluation and Qualification criteria Clause3.1	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
43	Section III Evaluation and Qualification criteria Clause3.2	Average Annual Construction Turnover	Must meet requirement	Must meet requirement in proportion to their share.	N/A	Must meet requirement	NA	Must meet requirement (for Lead Member only)
44	Section III Evaluation and Qualification criteria Clause3.3	Profitability	Must meet requirement	NA	Must meet requirement	Must meet requirement	NA	Must meet requirement (for Lead Member only)
45	Section III Evaluation and Qualification criteria Clause3.4	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)
46	Section III Evaluation and Qualification criteria Clause3.5	Bid Capacity Criteria	Must meet requirement	Must meet requirement in proportion to their participation.	N/A	Must meet requirement	N/A	N/A
47	Section III Evaluation and Qualification criteria Clause 4.1	Similar Experience	N/A	N/A	Must meet requirement	N/A	N/A	Must meet requirement (for Lead Member only)

GM/Procurement

