

Maharashtra Metro Rail Corporation Limited
(Nagpur Metro Rail Project)
Corrigendum III

Name of Work: Providing Train Operation Services to Maharashtra Metro Rail Corporation Ltd.
Tender No. : NIO&M-10/2020

Date of Issue: 16.05.2020

A

Event	As per Corrigendum II	Revised Date
Last Date of submission of tender	22.05.2020 up to 16:00 Hrs	04.06.2020 up to 16:00 Hrs
Date of Opening of Bids	22.05.2020 at 16:30 Hrs	04.06.2020 at 16:30 Hrs

B

S.No.	Clause No	Clause Description	Query	Maha-Metro Reply
1	Clause 3.2,	Minimum Eligibility Criteria in "Eligibility Criteria".	Request to include "Metro train testing and commissioning" in the work experience. The sentence may be revised as "Similar Work Experience: Similar work means bidder has completed the work of Metro Train Operations/ Metro Train Maintenance/ Metro Train Testing & Commissioning/Metro Train Manufacturing"	Tender Conditions Prevails.
2	Clause 5.2,	Time Table in "General Scope of Work and Instructions)	Please provide the time table for 1 st Year and 2 nd Year onwards	Time table shall be provided before deployment.
3	Section 9	Contract Period in "Key Details" (Page 4) & Price Quote for 5 years	Contract period in key details is stated as "Total 04 years from the date of issue of LOA" whereas Financial Bid describes "PRICE QUOTE FOR 5 YEARS". Please clarify.	Price quote amended. Please see point 1 of addendum A.
4	Clause 6.8(b)	Price & Quantity Variation	Noted that the contract value can be varied +/- 50% in train hours. However request to include the sentence as "Payment will be made on account of actual operated hours per day by operator. However, If the actual running hours are less than 50% for reason which is beyond the control of contractor, then the payment shall be made for 50% train running hours." Variation of +/- 50% is high. Please reduce the variation to be relaxed to less percentage (Below 25%).	tender conditions prevails.
5	Clause 5.10,	Section 5, General Scope of Works	Please furnish the details of Total no of trains in Line #1 and Line #2 during 1st year and 2nd year onwards	Please refer the point IV of cluse 5.10, section-5 where projected train hours are already provided for 1st year and 2nd year onwards. However number of trains in Line 1 & Line 2 will be given as per actual Maha-Metro requirement well before the deployment.
7	Clause 5.12,	Training cost	It is mentioned that Contractor can claim cost of training for its personnel for the first time only. This clause is not clear. Please clarify the following (1) What is the cost of training provided by Maha Metro. Can we also claim the stipend paid. (2) How to claim the training cost. Is this cost part of bid price (3) Training cost for the first time. How is it determined (4) Please clarify in detail 1. The notice period to increase the train operations is 30 days. This should be 30 days + training period. 2. This is because the new team needs to undergo training and qualify. The period of training has been defined by Maha Metro as 3 months.	1) Training cost will be as per the rate approved by Maha Metro which will be communicated well before proceeding for training. However, it is not part of BOQ or evaluation. Stipend paid shall not be treated as training cost and will not be reimbursed. Stipend to be come in Overhead charges. 2. Training cost for each batch +10% attition, subject to maximum 10% of total final requirement of Train Operator for given train hours will be reimbursed. Beyond contract agreement i.e. 10% above the final requirement of Train Operator for the given train hours, training cost will be chargeable and will not be reimbursed. Training cost is not part of BOQ or evaluation. Training may be undertaken in Maha Metro or any other metro. 3. Contractor has to determine the required no. of Train Operators as per the Train hours, which will be given by Maha Metro well before deployment/requirement of Train Operator. However, 250 Train hours for first year & 337 Train hours for following years have been given indicative. Training cost for each batch +10% attition, subject to maximum 10% of total final requirement of Train Operator for given train hours will be reimbursed. Beyond contract agreement i.e. 10% above the final requirement of Train Operator for the given train hours, training cost will be chargeable and will not be reimbursed. 4. The notice period to increase the train operators shall be 15 days + Training period, if requirement is more than 10% of current requirement. However, requirement less than of 10% of current strength may be increased with short notice by Maha Metro.
8	Clause 6.8 (e), Page 51	Penalties	Penalty of Rs 10 lakhs per occasion for accident is too high. May be looked into for reduction in this	Tender Conditions Prevails.
9	Clause 3.2, (Page 36)	Section 3, Eligibility Criteria,	Please add the following note 4 "For completed works, value of work shall be updated to the last day of the previous month of tender submission price level assuming 5% inflation for every year"	Please see addendum point 2.
10	NIT (Contract Period)	Total 04 Years from the date of issue of LOA	Please confirm whether contract period is 4 Years or 5 Years	Contract duration is 4 years. Which may be extendable for 1 year on mutual agreement.



11	30.2	Date of commencement shall be date of issue of LOA (Letter of acceptance)	Deployment of Train Pilot, Train Operation Supervisors and Teams Leaders are not mentioned in the tender. The interview process, psychometry test, medical test etc., requires more time so after issuance of LOA, the commencement should be 60 days from the date of LOA.	Please see addendum point 3.
12	32	The successful Bidder has to establish a Coordination Office at Nagpur if it does not have at present.	The office space provided in depot, whether same can be used as coordination office	office space provided for team leader only, Bidder has to establish Coordination Separately at own cost.
13	40	The successful tenderer will have to deposit a Performance Security @ 10% (Ten Percent) of the awarded value of the work within 15 days of the receipt of the formal order/LOA before the signing of contract agreement. The performance security will be furnished in the form of Bank Guarantee Of Scheduled Commercial Bank, having business office in India and drawn in favor of Nagpur Metro Rail Corporation Ltd. The performance security should remain valid for a period of 180 days beyond the date of completion of all the contractual obligations of the successful bidder.	1. Kindly relax the performance Security to 5 % of the Contract price. 2. Request you to Extend submission of PBG to 45 days from the date of LOA. It is very difficult to submit PBG within 15 Days from date of LOA. 3. Whether the performance security can be reduced year wise based on work completion per year. 4. Kindly specify the duration of the PBG	1. Performance security: Tender Conditions prevails. 2.PBG Submission : Please see addendum Point 4. 3. Performance security shall be released on successful completion of contract. 4. Performance security shall be valid for entire contract period.
14	3.2 (4)	ESIC Registration: The bidders will be qualified only if they are registered with ESI. Bidder has to submit attested copy of the certificate of registration with Employee State Insurance Corporation.	Please advice us Notary attestation can be done in place of ESIC office attestation	Notary attestation acceptable.
15	3.2 (5)	GST Registration: - The bidder must have a valid GST registration under the relevant act. Bidder has to submit attested copy (attested by gazette officer) of the certificate of registration.	Please advice us Notary attestation can be done in place of Gazette officer attestation	Notary attestation acceptable.
16	4.6	After selection, a Letter of Award (the "LOA") shall be issued by Maharashtra Metro to the Selected Bidder and the Selected Bidder shall, within 03 days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.	Kindly make it 7 days of the receipt of LOA.	Please see addendum point 5.
17	5.2	Time Table	The Train Frequency, Phase wise project implementation, No. of Rakes and Head way to be mentioned.	All information will be provided well before the deployment as per Maha-Metro requirement.
19	5.10 (iv)	Projected Train Hours Philosophy	What will be the estimated Train Hours for 1st Year and Projected train Hours for Holiday, Saturday & Sunday.	Please refer the point IV of clause 5.10, section 5 for projected train hours. In normal circumstances Time table of Train Operation of Nagpur Metro project will remain same throughout the week. However, any change in time table will be intimate to contractor in advance.
20	5.12 (i)	MAHA Metro shall provide training at the cost of Contractor. However, the Contractor can claim cost of training of its personals for the first time only and MAHA Metro shall issue competency to train Pilots & supervisors as per the procedures defined at (Form -13).	1) Can the stipend paid to the train operator be claimed? 2) For new reach and new deployment, will training cost reimbursement be provided. 3) Request for relaxation of attrition rate to 10% of entire contract period and that 10% of personals training cost to be reimbursed .	1) Maha-Metro shall not reimburse Stipend. It is the part of admin/overhead charges. 2) Training cost for each batch +10% attrition, subject to maximum 10% of total final requirement of Train Operator for given train hours will be reimbursed. Beyond contract agreement i.e. 10% above the final requirement of Train Operator for the given train hours, training cost will be chargeable at the rate of approved by Maha Metro and will not be reimbursed. 3) Attrition rate of 10% shall be for each batch. Beyond 10% of contract requirement training cost will be chargeable and will not be reimbursed. Minimum batch strength for competency training shall be 20 nos of Train pilots. Under Special circumstances, batch strength can be reduced by contractor however, Maha-Metro will charge training cost for 20 nos of batch strength.
21	5.12 (ii)	The period of training shall be approx 03 months and Contractor shall pay a stipend of Rs 10,000/- monthly during training period to its personals	Kindly specify the maximum period of training.	As per approved Maha-Metro competency procedure, period of training of new Train Operator is 02 months which may be modify as per Maha Metro requirement.
22	5.12(xiv, b)	Gazette Notification of India regarding MAHA Metro – (Notices of Accidents and inquiries thereto) Rules will also apply and the entire liability need to be borne by the contractor/ successful bidder.	Kindly specify the insurance to be taken for this.	CAR Policy, Third Party Liability Insurances, & Workman Compensation Insurances.

23	6.10 (a)	The Contractor is required to obtain/renewed a valid license from the competent licensing authority under the provisions of Contract Labor (Regulation and Abolition) Act and Contract Labor (Regulation and Abolition), within 30 days of the date of the award of the contract. If the Contractor refuses to apply for license for any reason whatsoever or fails to deposit the license within the stipulated period of 30 days, the contract shall automatically stand terminated unless condoned by MAHA-METRO and MAHA-METRO shall be at liberty to recover losses, if any, from the Contractor.	Request for time frame of 60 days from date of award of contract.	60 days or deployment of 20 or more employee whichever is earlier.
24	6.2	Payment Terms	Whether there is any annual Increment?	Please refer the clause 16.2 of BDS & Financial bid.
25	6.2 (d)	On reduction of 20% of its train pilot, Contractor shall endeavor to get another 20% staff hired strength trained and passed in competency exam.	Request for relaxation of attrition rate of 10% for the entire duration of Contract	Attrition rate of 10% shall be for each batch. Beyond 10% of contract requirement training cost will be chargeable and will not be reimbursed. Minimum batch strength for competency training shall be 20 nos of Train pilots. Under Special circumstances, batch strength can be reduced by contractor however, Maha-Metro will charge training cost for 20 nos of batch strength.
26	6.2 (e)	Payment will be done on a monthly basis after contractor certifies the Total Train Hours operated for the said month and accepted by MAHA Metro. The Train Hours operated by the contractor for a day will be calculated from the time difference between a Train Set Log IN & Log OUT by Train Pilot as per time table / operational requirement of MAHA Metro from time to time and references of same to be recorded by Tetra Communication with OCC / DCC. Similar formula is also applicable for calculating of Train Hours for all Train Movements within Depot/ Test track / Testing at Main Line, Depot, Test Track, IBL, Stabling Line, washing plant, Entering of Train in new section etc.	1. Request MMRC (Nagpur Metro) to provide the data of the Logs once a week for consolidation of data. 2. If any TO is required to Sign In for the standby Train to meet the operational requirement without any delay, that TO must be paid for 8 hrs even if the Standby Train is not used in Revenue service. 3. If the TO is called for all Train Movements within Depot/ Test track / Testing at Main Line, Depot, Test Track, IBL, Stabling Line, washing plant, Entering of Train in new section etc., minimum 8hrs should be considered for billing.	1. After awarding LOA, Contractor need to coordinate with Rolling Stock department official for consolidation of train hours data. 2. Maha Metro will pay as per actual hours which require to meet operational requirement even if the standby train is not used in Revenue services or TO is called for Train Movements within Depot/ Test track / Testing at Main Line, Depot, Test Track, IBL, Stabling Line, washing plant, Entering of Train in new section etc Final train hours will be mutual consent between contractor & Maha Metro, as per Maha-Metro requirement.
27	6.3 (f)	If any Statutory allowances such as Bonus etc. (not mentioned in financial bid), paid by the contractor to its employees deployed for Maha-Metro will be reimburse at the minimum rate of specified range of that statutory allowances as per current Government norms and acceptance of. (subject to submission of sufficient proof by the Contractor)	Kindly elaborate on this clause. Should bonus be taken for calculation in financial bid?	No, Statutory Bonus@8.33% paid, will be reimbursed on submission of proof of payment.
28	6.3 (g)	Contractor shall pay at least to Train pilots (Skilled), Supervisors & Team Leader (Highly skilled) wages as per latest Maharashtra state minimum wages circular of Shop & Establishment establishment with allowances Leave with wages, Paid national holidays, EPF, ESIC, HRA, MLWF, Bonus, Uniform & Kit bag charges & Hard duty allowances. @ Rs. 50 per working day for Train Pilots only.	Kindly specify the mandatory kit bag items to be provided by the contractor.	First aid kit, Tri color cum normal torch, Flags (Red & Green-each 01 no), Cutter along with kit bag shall be provided by contractor.
29	6.5 (b)	Successful Contractor shall arrange proper & adequate insurance cover to all personnel deployed with MAHA-METRO at his own cost & shall submit a copy of the same within 15 days from the issuance of LOA	Kindly change it to within 30 days after deployment of staff	Successful Contractor shall arrange proper & adequate insurance cover to all personnel deployed with MAHA-METRO at his own cost & shall submit a copy of the same within 28 days from the issuance of LOA
30	6.5 (c)	All medical expenses / compensation towards the sickness / disability of personal shall be arranged by Contractor at his own expenses.	We will provide ESIC to cover for Sickness and Personal Accident policy to cover for disability. Kindly clarify.	Personal Accident policy may include medical emergency i.e. death due to Heart Attack, Kidney failures, Brain stroke, death due to fever/disease etc.
31	6.5 (d)	CAR Policy, Third Party Liability Insurances, & Workman Compensation Insurances	Please let us know the value of Insurance to be taken for CAR Policy & Third Party Liability.	Anyone accident limit equal to 6% of the contract value with any one year limit to 2 accidents per year.



32	6.8 (b)	The contract value can be varied by as per GCC, MAHA Metro clause & +/- 50% in Train Hours	50% variation (-) to be relaxed to a lesser percentage. The Minimum Guaranteed payment may kept at 85% since the TO's recruited will be for the Full Projected Hours & will be permanent Employees. If the Variation for the Contractor is from +50% to -50% then paying out salary will be difficult and this factor will lead to extra loading on Bid price.	Tender Conditions Prevails.
33	6.8 (c)	MAHA Metro will inform the contractor the variation in 30 days advance. The payment for train hours Operated will be paid as per quoted rates.	As it is not possible to hire and impart training to train operators with in 30 Days. Minimum 60 days advance notice to be provided.	Accepted, Maha-Metro will inimate contractor 15 days + Training period, prior to new deployment of Train operator.
34	General	Force Majeure	In the scenerio, train operations doesn't take place, how does the contractor get compensated	Please refer Annexure A of this corrigendum.
35	3.2	Eligibility criteria Similar work means bidder has completed the work of metro train operations or metro train maintenance or metro Train Manufacturing	Unirail request to include " Train operations at industrial sidings, merry go around rail systemsand private rail corridors" for similar experience	Tender Conditions Prevails.
36	ITB 17	The total security amount shall be Rs. 6.60 Lacs payable by RTGS/NEFT/Credit Card/Debit Card/Net Banking online as per proceeedurein E-tender portal	Submission of EMD in form of bank Guarantee (BG)/Demand Draft (DD) may be permitted,	Tender Conditions Prevails.
37	ITB 17	The total security amount shall be Rs. 6.60 Lacs payable by RTGS/NEFT/Credit Card/Debit Card/Net Banking online as per proceeedurein E-tender portal	Submission of EMD in form of bank Guarantee (BG)/Demand Draft (DD) may be permitted,	Tender Conditions Prevails.




ED/Procurement
15/05/20

Addendum I

S.No.	Clause No./Page No.	Clause Description	Amended Clause Description
1	Section 9 (Page 126)	Contract Period in "Key Details" (Page 4) & Price Quote for 5 years	Contract duration is 4 years. Which may be extendable for 1 year on mutual agreement.
2	Clause 3.2, (Page 36)	Section 3, Eligibility Criteria, Note 4	Note 4 "For evaluation purpose the value of work shall be calculated in terms of INR equivalent adjusted to last date of the bid submission by assuming 5% escalation for Indian Rupee and 2% for foreign currency per year"
3	NIT (Contract Period)	Total 04 Years from the date of issue of LOA	Contract duration shall be 4 years and shall be extendable for 1 year on mutual agreement.
4	30.2	Date of commencement shall be date of issue of LOA (Letter of acceptance)	Date of commencement shall be date of issue of LOA (Letter of acceptance), however deployment of personals shall be within 90 days from date of LOA.
5	4.6	After selection, a Letter of Award (the "LOA") shall be issued by Maharashtra Metro to the Selected Bidder and the Selected Bidder shall, within 03 days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.	After selection, a Letter of Award (the "LOA") shall be issued by Maharashtra Metro to the Selected Bidder and the Selected Bidder shall, within 15 days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.




 15/5/20

1. Force Majeure

1.1 Definition of Force Majeure

In this Clause, "Force Majeure" means an exceptional event or circumstance:

- (a) which is beyond a Party's control,
- (b) which such Party could not reasonably have provided against before entering into the Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

1.2 Notice of Force Majeure

If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force



Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

1.3 Duty to Minimise Delay

Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.

A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

1.4 Consequences of Force Majeure

If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 1.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled to:

- (a) an extension of time for any such delay, if completion is or will be delayed. and
- (b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 1.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy .
- (c) After receiving this notice, the Engineer shall proceed to determine to agree or determine these matters.

1.5 Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

1.6 Optional Termination, Payment and Release

If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 1.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance to cessation of Work and Removal of Contractor's Equipment.



Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:

- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
- (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
- (c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works/Services;
- (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
- (e) the Cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.

1.7 Release from Performance

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 1.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 1.6.

1.8 New Sub-clause

Any loss or damage due to natural calamities like flooding,



typhoons and heavy storms etc. including rioting, fire etc. shall be covered by an insurance policy by the Contractor and he shall not be entitled for any payment against the loss or damage from the Employer. The Employer may however consider an extension to the Contract on this account if it is established that all reasonable precautions were taken by the Contractor.

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