

MAHARASHTRA METRO RAIL CORPORATION LIMITED

(Jointly owned company of Government of India and Government of Maharashtra)

Clarification – 3

Tender No. N2-57/RS-01/2025, Dated 07.03.2025

Name of Work:

Design, Manufacture, Supply, Testing, Commissioning of Passenger Rolling Stock (16 Nos of Train Sets) and Training of Personnel with Comprehensive Annual Maintenance contract (15 year) for Nagpur Metro Rail Project Phase-II.

Sr. No.	Clause No	Bid Condition	Bidder's Queries	Response/Remarks
1.	"Bid Total and Apportionment of Lump Sum Price among Cost Centres/ Corrigendum 2 Sr No 10, COST CENTRE No. G: Unit Exchange Spares, Mandatory Spares, Recommended Spares	1. Bidder shall furnish the list and unit price for each item. 2. Cost of entire Cost centre G will be considered for price bid evaluation. 3. Contractor to furnish current price of the spares in BID. The spares of cost centre G will be purchased after CAMC period (with PVC as per clause A.1 Price variation of part-1 Bidding procedure-Annexure -IV A- Pricing Document). 4. The costs indicated in this Cost Centre for Milestones G1 shall be the actual costs and not the apportioned costs. 5. Milestone and supply date will be finalised before 6 month of expiry of CAMC period.	<p>Please note that in majority of the metro rolling stock tenders in India, procurement and payment of spares is done under cost centre G during the DLP period and these spares are handed over to the metro authority/operators at the end of maintenance period (15 years in this case) after replenishing the quantity consumed during maintenance period. As per the current tender requirement payment at the end of 15 years leads to doubling of spares cost and hence significant negative cash flow to the bidders as captive spares are generally procured during serial production of the trains. Hence Bidder request to make the following changes in line with the other metro rolling stock tender and issue necessary corrigendum for the same.</p> <p>Therefore, the procurement and payment of spares under Cost Center G must be aligned with the delivery schedule of the trains.</p> <p>Corrigendum 2: Pg 19 of 290</p> <p>3. Contractor to furnish current price of the spares in BID. The spares of cost centre G</p>	Refer Corrigendum-6. S.no-1,4,5,6 &8



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			<p>will be purchased after CAMC during Defect Liability Period (with PVC as per clause A.1 Price variation of part-1 Bidding procedure- Annexure -IV A- Pricing Document).</p> <p>5. Milestone and supply date will be finalised before 6 month of expiry of CAMC period before start of Defect Liability Period.</p> <p>Maha Metro shall hand over these spares to the Contractor for use during the CAMC (Comprehensive Annual Maintenance Contract) period. Upon completion of the CAMC period, the Contractor shall return the spares to Maha Metro in the same condition as received.</p> <p>Please modify the clause accordingly.</p>	

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2.	Annexure IV A. Pricing Document/ Sr No 2, COST CENTRE NO. I: Comprehensive Annual Maintenance Contract	Contractor shall load i. Not more than 20% of the cost centre I cost in 1st to 5th year, price shall be distributed in equal proportion. ii. Not More than 45% of the cost centre I cost in 6th to 10th year. , price shall be distributed in equal proportion iii. Balance 35% in last 5 year 11th to 15th year. , price shall be distributed in equal proportion.	Since there are costs related to inventory build-up, sourcing of sufficient spares, resource mobilization during the initial phase of the maintenance. Also, the defined payment proportion are leading to a negative cash position for the contractor. Hence bidder requests for the revision of the payment proportions as: i. Not more than 30% of the cost centre I cost in 1st to 5th year, price shall be distributed in equal proportion. ii. Not More than 45% of the cost centre I cost in 5th to 10th year, price shall be distributed in equal proportion. iii. Balance 25% in last 5 year 11th to 15th year, price shall be distributed in equal proportion.	Tender Condition Prevails
3.	"Part-3 Section IX: Particular Conditions of Contract (PCC), S.	The Employer shall make an advance payment, as an interest bearing loan for mobilization and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one),	Please note that all Metro Authorities across India provide Interest free advance for Rolling Stock Tenders. "Please note that in recent tenders of Rolling Stocks (Mumbai Metro L4-5-6) Govt of Maharashtra MMRDA, Chennai Metro (CMRL), and Contract No.	Tender Condition Prevails



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	No. 38, Sub-Clause 142 S NO 47 Sub-Clause 14 2, Advance Payment "	and the applicable currencies, proportions and amortization procedure are detailed in PCC s.no 47, sub clause 14.2 A) Mobilization Advance: interest bearing Mobilization advance shall be 20% of original contract value payable in two equal instalments of 10% (Ten Percent) each in the currencies and proportions of the Accepted Contract Amount Rate of interest shall be charged at "SBI Bank Rate+2% (Two percent)" simple interest. Interest will be chargeable and calculated on reducing balance method.	ARE04A for 96 Cars - (State Funded) have also removed Interest bearing advance and made Interest free Advance payment as per various bidder's request, to be in line with other Rolling stock metro tenders in India. You will appreciate that Bidder will incur cost towards development efforts, interest free supplier advance and manage working capital need. In view of above, we sincerely request you make Mobilization advance as Interest free, to enable us to Participate in this tender"	

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4.	Table: Summary of Sections (KEY DATES), Section IX: Particular Conditions of Contract (PCC)	<p>Annexure I: Table: Summary of Sections (KEY DATES), mainly on below KD</p> <table><tr><th>Key Date</th><th>Description of Stage</th><th>Week from commencement date as per RFP</th></tr><tr><td>6.1</td><td>Dispatch of prototype train (Milestone B1/C1)</td><td>78</td></tr><tr><td>9.1</td><td>Prototype Train (including oscillation trials) (Milestone F1)</td><td>94</td></tr><tr><td>9.2</td><td>2 Train Sets (TS 2&3)</td><td>102</td></tr><tr><td>9.3</td><td>5 Train Sets (TS 4,5,6,7 & 8)</td><td>114</td></tr><tr><td>9.4</td><td>5 Train Sets (TS 9,10,11,12 &13)</td><td>126</td></tr><tr><td>9.5</td><td>3 Train Sets (TS 14 ,15 & 16)</td><td>140</td></tr></table>	Key Date	Description of Stage	Week from commencement date as per RFP	6.1	Dispatch of prototype train (Milestone B1/C1)	78	9.1	Prototype Train (including oscillation trials) (Milestone F1)	94	9.2	2 Train Sets (TS 2&3)	102	9.3	5 Train Sets (TS 4,5,6,7 & 8)	114	9.4	5 Train Sets (TS 9,10,11,12 &13)	126	9.5	3 Train Sets (TS 14 ,15 & 16)	140	<p>We would like to bring your notice that new Train will need adaptations to meet the existing SoD. Hence delivery of Prototype Train timeline is not sufficient as per current Tender Conditions and need additional time. We sincerely request you to re-look in to above and extend the dispatch timeline for the prototype train from 78 weeks to 88 weeks from the commencement date and other Key dates as per below Table:</p> <table><tr><th colspan="4">Nagpur Metro 48 cars</th></tr><tr><th>Key Date</th><th>Description of Stage as per RFP</th><th>Weeks from commencement date as per RFP</th><th>Weeks from commencement date as per Bidder request</th></tr><tr><td>6.1</td><td>Dispatch of prototype train (Milestone B1/C1)</td><td>78</td><td>88</td></tr><tr><td>6.2</td><td>Delivery and Receipt of prototype train at Depot (Milestone D3/E11)</td><td>90</td><td>90</td></tr><tr><td>8.1</td><td>2 Train Sets (excluding one prototype train) (TS 2&3)</td><td>98</td><td>108</td></tr><tr><td>8.2</td><td>5 Train Sets (TS 4,5,6,7 & 8)</td><td>110</td><td>120</td></tr><tr><td>8.3</td><td>5 Train Sets (TS 9,10,11,12 &13)</td><td>122</td><td>132</td></tr><tr><td>8.4</td><td>3 Train Sets (TS 14 ,15 & 16)</td><td>136</td><td>144</td></tr><tr><td>9.1</td><td>Prototype Train (including oscillation trials) (Milestone F1)</td><td>94</td><td>115</td></tr><tr><td>9.2</td><td>2 Train Sets (TS 2&3)</td><td>102</td><td>125</td></tr><tr><td>9.3</td><td>5 Train Sets (TS 4,5,6,7 & 8)</td><td>114</td><td>137</td></tr><tr><td>9.4</td><td>5 Train Sets (TS 9,10,11,12 &13)</td><td>126</td><td>149</td></tr><tr><td>9.5</td><td>3 Train Sets (TS 14 ,15 & 16)</td><td>140</td><td>156</td></tr></table>	Nagpur Metro 48 cars				Key Date	Description of Stage as per RFP	Weeks from commencement date as per RFP	Weeks from commencement date as per Bidder request	6.1	Dispatch of prototype train (Milestone B1/C1)	78	88	6.2	Delivery and Receipt of prototype train at Depot (Milestone D3/E11)	90	90	8.1	2 Train Sets (excluding one prototype train) (TS 2&3)	98	108	8.2	5 Train Sets (TS 4,5,6,7 & 8)	110	120	8.3	5 Train Sets (TS 9,10,11,12 &13)	122	132	8.4	3 Train Sets (TS 14 ,15 & 16)	136	144	9.1	Prototype Train (including oscillation trials) (Milestone F1)	94	115	9.2	2 Train Sets (TS 2&3)	102	125	9.3	5 Train Sets (TS 4,5,6,7 & 8)	114	137	9.4	5 Train Sets (TS 9,10,11,12 &13)	126	149	9.5	3 Train Sets (TS 14 ,15 & 16)	140	156	Refer Corrigendum-6. S.no-3 &7
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			<p>We have worked in details and tried to optimise best possible schedule from our earlier request Alstom LOT 1 Queries</p> <p>Also, we request you to benchmark delivery timeline of other Green field (not having any constraints) Metro Tender for delivery of Prototype Trains, for ready reference please see below table:</p> <table><tr><th rowspan="2">Sl. No.</th><th rowspan="2">Description of Stage as per RFP</th><th colspan="2">Happur Metro RFP</th><th colspan="4">Reference Project and Bids as per RFP</th></tr><tr><th>Weeks from commencement date as per RFP</th><th>Weeks from commencement date as per Bidder request</th><th>DMRC 8 Car</th><th>CMRL 6 Car</th><th>PUNE 8 Car</th><th>Bhubaneswar 10+3 Car</th></tr><tr><td>4.2</td><td>Delivery and Receipt of prototype train at Depot (Reference 01/1/11)</td><td>90</td><td>90</td><td>90</td><td>92</td><td>95</td><td>107</td></tr><tr><td>4.3</td><td>Prototype Train (including installation) (Reference 11)</td><td>84</td><td>100</td><td>113</td><td>133</td><td>151</td><td>133</td></tr><tr><td></td><td>Time in Weeks for the Validation from the receipt of train at Depot</td><td>4</td><td>25</td><td>23</td><td>40</td><td>60</td><td>22</td></tr></table>	Sl. No.	Description of Stage as per RFP	Happur Metro RFP		Reference Project and Bids as per RFP				Weeks from commencement date as per RFP	Weeks from commencement date as per Bidder request	DMRC 8 Car	CMRL 6 Car	PUNE 8 Car	Bhubaneswar 10+3 Car	4.2	Delivery and Receipt of prototype train at Depot (Reference 01/1/11)	90	90	90	92	95	107	4.3	Prototype Train (including installation) (Reference 11)	84	100	113	133	151	133		Time in Weeks for the Validation from the receipt of train at Depot	4	25	23	40	60	22	
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5.	General	Annual Maintenance Mileage	<p>The bidder respectfully requests Maha Metro to specify the annual maintenance mileage to be considered for planning maintenance activities. This clarification will ensure uniformity in understanding among all bidders during life cycle cost calculations</p>	<p>Tender Condition Prevails.</p> 																																						

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			<p>and eliminate any potential ambiguities in the tendering process.</p> <p>The quoted annual maintenance fee shall be payable to the CAMC contractor regardless of the actual mileage covered by the trains during the CAMC period. Furthermore, any increase in maintenance mileage beyond the defined threshold shall warrant a corresponding adjustment in the maintenance fee.</p> <p>Please confirm if our understanding is correct.</p>	
6.	Part-3 Section VIII. General Contract Conditions, GCC 17.6	The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub- Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the	Bidder requests that the limitation of liability for maintenance contract shall be limited to 100% of the Annual Contract Value of the particular maintenance year.	<p>Tender Condition Prevails Refer Clarification dated 14.05.2025, Sl. No. 136.</p>



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		Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount. The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub- Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.		
7.	Part 1 Annexure IV A, Pricing Document / Corrigendum 2/ Sr No 17, Cost Centre No. I, PVC for CAMC	4. Total admissible price variation amount shall be subject to a ceiling of (+/-) 10% (Ten Percentage) of the Total CAMC Cost	Query no 3. Ceiling for Price Adjustment of Metro car is not found in the corrigendum 2 (Part 1 of 4, Attachment-05, Pages 51-52 of 290), the ceiling continue to exist for the long-term contract, the reason of which is unclear. In this connection, we hereby submit the following, (A) Maintenance for 15 years is a long-term	Query no-3 response- In the corrigendum 2 (Part 1 of 4, Attachment-05, Pages 51-52 of 290) only formula and notes of Price adjustment on Manufacturing formula is mentioned. However, Ceiling limit of Price

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			<p>contract during which it is expected there shall be significant changes in the costs of both labour and material. Ceiling of 25% would be insufficient to account for these variations.</p> <p>(B) Price adjustment formula is intended to cover the inflationary changes which are beyond the contractor control and compensate for the difference. As such, stipulation of ceiling is in contrary to its objective. Without a fair and balanced price adjustment formula, it is not possible for the bidders to estimate for long duration contracts.</p> <p>(C) So far, all metro comprehensive maintenance contracts from Delhi metro, Bangalore metro, MPMRCL, Chennai metro etc. does not stipulate ceiling to the price adjustment formula.</p>	<p>adjustment on Manufacturing is mentioned at A.5.5 of tender document part-1. (Refer Corrigendum-6, Sr. No. 12)</p> <p>Query no 3A,3B &3C Response - Refer below S.no-8</p>



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8.	Part 1 Annexure IV A, Pricing Document / Corrigendum 2/ Sr No 17, Cost Centre No. I, 4. Total admissible price variation amount shall be subject to a ceiling of (+/-) 10% (Ten Percentage) of the Total CAMC Cost	4. Total admissible price variation amount shall be subject to a ceiling of (+/-) 25% (Twenty Five Percentage) of the Total CAMC Cost	Please note that the very purpose of Variation formula is to accommodate changes in the cost elements over a period of 15 yrs. Also please note that past fluctuations in indices does not necessarily can predict future, given the overall current geopolitical situation and associated supply chain challenges. Hence we request you to remove the ceiling of price adjustment for CAMC portion of the contract in line with all other Indian Metros similar tenders. (e.g. BMRCL, DMRC, MPMRCL, CMRL etc).	Refer Corrigendum-6, Sr. No. 13



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9.	"PART 2: WORKS REQUIREMENTS SECTION VII-A: EMPLOYER'S REQUIREMENT – GENERAL SPECIFICATION, 1.1.3 in reference with Clarification-2 Sr No 12 and Corrigendum-4 Sr No 4 "	This Specification is for Rolling Stock for Phase II of Nagpur Metro Rail Project (NMRP). The phase I of the NMRP has already been commissioned and operational. The phase II of Nagpur Metro Project is basically extension of both lines at each ends. Therefore, the trains are required to be able to run in the whole section of phase 1 and phase 2. The bidders shall note that the design parameters of trains for Phase II shall be compatible with existing Installed Systems of phase 1, for example coupler, bogie base, lifting positions, PA PIS, Signalling Interface Parameters, braking characteristics . The detail discussion shall be held during design stage.	<p>In view of MAHA METRO Clarification-Sr No 12 and Corrigendum -4/Sr no 4, dated 19 Jun 2025, we understand that the compatibility with the existing installed systems is required. However, design parameters like door pitch of the train are dependent on external infrastructural factors like PSD which is not yet installed in Phase I.</p> <p>Therefore, we believe the bidder shall have full flexibility for design parameters of any such sub-system (door pitch) of the Phase II trains without giving or limiting its reference to Phase I trains. We request MAHA METRO to confirm our understanding</p> <p>We believe this fosters open competition, enabling future Maha Metro procurements, and allowing solutions that are technically sound and commercially efficient.</p>	Clause is self-explanatory
10.	"Part 2 Works	4.13.3: The front-end central emergency door shall be provided	<p>Concern: To utilize cab with 2.9m wide car body, 750mm (clear width) central detrainment</p>	Tender Condition prevails




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	Requirement Technical Specification, 4.13.3, 7.3.1"	7.3.1' The clear width (minimum 750mm) of the door way and ramp when operated shall be with a headroom nor less than 1900mm.	<p>door will not be a proper use of space and restriction to driver's visibility too.</p> <p>Clarification required: Bidder request to modify the clause 7. 3. 1 as below in order to allow bidder a flexibility in design while meeting applicable standard.</p> <p>"The clear width of the door way and ramp when operated shall be in line with EN standards EN 16186-4"</p>															
11.	Volume 1 / Annexure IV A. Pricing Document / Corridendum 2 (Attachment-1), Page 12 of 290, Cost Centre No. I	<p>COST CENTRE NO. I: Comprehensive Annual Maintenance Contract</p> <table><tr><th>Sl. No.</th><th>Work Description / Milestone Activity</th><th>Cost of CAMC per Train set WITHOUT NPV in INR</th><th>Cost of CAMC per Train set WITH NPV (10%) in INR</th><th>Qty of Train sets</th><th>Total Cost of CAMC WITHOUT NPV in INR</th><th>Total Cost of CAMC WITH NPV in INR</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Sl. No.	Work Description / Milestone Activity	Cost of CAMC per Train set WITHOUT NPV in INR	Cost of CAMC per Train set WITH NPV (10%) in INR	Qty of Train sets	Total Cost of CAMC WITHOUT NPV in INR	Total Cost of CAMC WITH NPV in INR								<p>For the sake of clarity and commonality among the bidders, it is requested for Maha Metro to insert one more column and include the NPV factors for each year from 1st to 15 years in the adjacent table. Otherwise, since CAMC period commence approximately 03 years after the contract award, there would not be clarity on the NPV factor to be considered for each year.</p>	<p>Tender Condition Prevail.</p> <div></div>
Sl. No.	Work Description / Milestone Activity	Cost of CAMC per Train set WITHOUT NPV in INR	Cost of CAMC per Train set WITH NPV (10%) in INR	Qty of Train sets	Total Cost of CAMC WITHOUT NPV in INR	Total Cost of CAMC WITH NPV in INR												



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12.	Corrigendum 2, SL No. 16, Alignment drawing	Alignment drawing is attached as Attachment-10.	<p>A) It is found, some sections are missing in the alignment drawing, such as stretches from:</p> <p>(1) Mihan Station to Eco Park Station</p> <p>(2) Automative Square Station to Pili Nadi Station</p> <p>(3) Lokmanya Nagar to Hingna Mount Station</p> <p>(4) Prajapati Station to Pardi Station</p> <p>B) Please provide the details for the purpose of SEC simulation.</p>	<p>A) Prospective bidder may collect the drawings from Maha-Metro Office.</p> <p>B) Clause is self-explanatory.</p>

The other conditions shall remain same. Further modifications/amendments (if any) regarding aforesaid tender will be uploaded as and when required.


16/07
Executive Director
(Procurement)
Maha Metro