

# MAHARASHTRA METRO RAIL CORPORATION LIMITED

## NAGPUR METRO RAIL PROJECT

Date: 20.03.2023

### Corrigendum-II: Pre-Bid Queries Reply

Name of Work: Design consultancy for Preparation of Traction Overhead Equipment Layout Plan (LOP) & Sectioning Drawing for Nagpur Metro Rail Phase-2.

Tender No: N2-006/TR-01/2023

S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
1.	ITB , 4.2 h) , Page 13	A Bidder shall not have a conflict of interest with a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who (i) are <b>directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract;</b>	<p>The Consultant observes that as a standard industry practice for such cases, where a consultancy firm has been appointed as the GC is also allowed to be appointed as the DDC (and vice versa), without having any conflict of interest among consulting assignments if the following conditions are included in the contract -</p> <ol style="list-style-type: none"><li>1. If bidder or partner of the JV for the GC services is appointed as DDC even, then all the design provided by the DDC is <b>proof checked by a third-party proof checking agency and not by the GC.</b></li><li>2. The cost of the services offered by the <b>third party will be paid by GC/ or the proof checking scope will be descoped from GC s scope of work and the same budget will be used by employer to pay the Third Party</b></li></ol>	<p>Agreed.</p> <p>If bidder or partner of the JV for the GC services is appointed as DDC for this work' then the cost of the services for third party proof checking will be paid by the bidder/Contractor.</p>

Tender No. N2-006/TR-01/2023



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			<p>3. All the decision and rights to appoint the third party will be done in consultation with the authority and authority's decision will be final.</p> <p>4. In such case, authority will not be liable to pay any compensation to GC/third party.</p> <p>5. In such case Authority will not be party to any dispute with the third party in course of work or after works.</p> <p>We request the client to consider the above said arrangement on similar lines so that a consultant who has been appointed as GC should also not have any conflict in case, they become the lowest bidder for this DDC assignment. An instance where similar type of clause has been allowed and accepted in India recently, is attached herewith as <b>Annexure II.</b></p>	
2.	BDS, ITB 1.1, Page 37	<p>The successful Bidder has to establish its <b>Office at Nagpur</b>, if it does not have at present.</p> <p>The cost and expenses for setting up the said office(s) will be deemed to have been included in the Quoted Contract Price by the bidder and no separate / extra / additional amount is payable by Employer</p>	<p><b>-Kindly Consider</b></p> <p>This being a design consultancy assignment the consultant suggests adopting a standard arrangement of delivering the <i>designs from home office and travel to the site as and when required</i> by the client, should be adopted instead of establishing an office at Nagpur.</p> <p>This will also help the consultants to prepare a <b>competitive financial proposal.</b></p>	<p>Agreed.</p> <p>Please refer to Addendum-I</p>



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3.	BDS , ITB 4.10- D, Page 39	In case of the Bidder being Successful, the JV / Consortium Agreement shall be registered <b>at any place in Maharashtra</b> so as be legally valid and binding on all partners / members.	<p><b>-Kindly consider</b></p> <p>The consultant understands that Consortium agreement registered <b>at any place in India</b> should be legally valid and acceptable to the Client, kindly amend the clause accordingly.</p> <p><b>-Kindly modify the clause</b></p>	<p>Agreed.</p> <p><u>Clause amended as</u></p> <p>In case of the Bidder being Successful, the JV / Consortium Agreement shall be registered <b>at any place in India</b> so as to be legally valid and binding on all partners / members.</p>
4.	BDS , ITB 4.10 -E, Page 39	The Bid shall be signed by the POA of Lead Member so as to be legally binding on all the Members of the JV/ Consortium.	<p>The requirement of the client is not clear from the said clause.</p> <p><b>-Kindly clarify</b></p>	<p><u>Clarification:</u></p> <p>i. In case the bidder is a JV/Consortium each member of JV/Consortium shall submit the relevant forms i.e. Form-B:5B of Section-9: Bidding &amp; Contract Forms.</p> <p>ii. The Bid shall be signed by the POA of Lead Member so as to be legally binding on all the Members of the JV/ Consortium.</p>
5.	Section-3 Eligibility Criteria , 3.2 Minimum Eligibility Criteria, Page 84	<b>*Similar Work:</b> Work of Design/Design review of 25 kV Traction Overhead Equipment system under:	<p>The Consultant understands that even if the scope mentioned in the said clause is part of a larger scope of work in a relevant consultancy assignment which involves other specialties along with Power supply and traction, that assignment will also be considered as a similar work.</p>	<p>Agreed up on submission of its performance certificate with clearly mentioning the relevant work.</p> <p>Please refer to Addendum-I</p>



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6.	Eligibility Criteria, 3.4 , Key Personnel Proposed, Page 85	Key Personnel: proposed to be engaged should be an employee of the firm not less than 6 months.	<b>-Kindly Confirm</b> We request the client to amend the said clause as per following- <b>Key Personnel: More than 50% of proposed Key personnel to be engaged should be an employee of the firm for not less than 6 months.</b>	No Agreed.  Tender Condition Prevails
7.	Section-9: Bidding & Contract Forms, Form B-5B , Page 152	(A) Format for the Board resolution to be passed by "Lead Member" of JV/Consortium (applicable in case the Bidder is a JV/Consortium)	<b>-Kindly consider</b> The Client would also agree that every Firm has their own standard format for such Board resolution which they use when a JV/Consortium is created for the purpose of a specific project. considering the above we request the client to also consider such Board Resolutions format of the Firms instead of using the BR format given in the RFP as it will help in submitting a competitive proposal within the stipulated timeline.	The Board Resolution will be considered subject to complying/ all the requirement as stipulated/ indicated in Form-B:5B.
8.	Section-5 : Scope of work 5.5. vi, Page 94	Development of Sectioning scheme to finalize locations of RSS, feeding post, SPs, SSPs and SSS	<b>-Kindly consider</b> Technically the Location of RSS can be finalized by Traction simulation result which is not included in the scope of work of DDC. Hence We request client to provide the location of RSS or any report from which the same can be determined.	Planned location of RSS shall be intimated.
9.	GCC, clause 11, Page 111	Bidder shall be liable to pay compensation to MAHA-METRO arising out of or in connection with the Agreement if a breach	<b>-Kindly specify</b> We request to have the overall capping of our liabilities to contract value which	Compensation shall be limited to the contract amount.





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		<p>of Contract is established against him. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach</p>	<p>is market standard, therefore we propose to amend the clause as below:  Bidder shall be liable to pay compensation to MAHA-METRO arising out of or in connection with the Agreement if a breach of Contract is established against him. Such compensation shall be limited to the total fee of the consultant under this contract. <del>amount of reasonably foreseeable loss and damage suffered as a result of such breach</del></p> <p><b>-Kindly Amend</b></p>	
10.	GCC, Clause 16.1, Page 112	<p>Time is the essence of the Contract. It shall be the bounden duty of the Bidder to strictly adhere to the time for performance of various services indicated in the Contract. In case of any delays the Bidder shall be liable to pay liquidated damages at an half percent (0.5%) of the Contract price per week of delay subject to a maximum of ten percent (10%) of the Contract Price.</p>	<p>We request to delete the requirement of making the contract "Time is an essence" as in case of delay we have to pay damages as stipulated, which is acceptable to us.</p> <p><b>-Kindly Delete</b></p>	<p>Not Agreed.  Tender Condition Prevails</p>
11.	GCC, Clause 18, Page no. 113	<p>MAHA-METRO may complete the project by whatever method may be deemed expedient and the Bidder shall not be entitled to receive any additional payment. Also, Clause 11 of GCC shall be applied in cases of (i) and (iii) above.</p>	<p>We request to delete this risk purchase clause.</p> <p><b>-Kindly Delete</b></p>	<p>Not Agreed.  Tender Condition Prevails</p>
12.	Clause 34, Page 118-119	<p>Conciliation and Arbitration process-The Employer shall maintain a panel of Conciliators with requisite qualifications and professional experience who shall be from serving or retired Engineers of</p>	<p>For a fair resolution, we request the client to do a minor modification to the said clause, as per following- Conciliation and Arbitration process-The Employer shall maintain a panel of</p>	<p>Not Agreed.  Tender Condition Prevails</p>



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13.	GCC, Clause 34.1, Page 120	Government Departments, or of Public Sector Undertakings	Conciliators with requisite qualifications and professional experience who shall be <b>no serving or at least retired for 10 years</b> Engineers of Government Departments, or of Public Sector Undertakings <b>-Kindly Amend</b> We believe that it should be decided by the arbitrator at the appropriate stage of proceeding whether other party is entitled for any interest on the money. We request for deletion of this clause.	Not Agreed. Tender Condition Prevails
14.	GCC, Clause 34.13, Page 120	Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.  The reference to Conciliation / Arbitration shall proceed not withstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Bidder shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Bidder shall continue to be made in terms of the Contract.	<b>-Kindly Delete</b> We request for a minor amendment in the clause stating that if the dispute is pertaining to a payment of the Bidder, the Bidder can suspend the work until arbitration proceedings.  <b>-Kindly Consider</b>	Not Agreed. Tender Condition Prevails
15.	GCC, Clause 41.2, Page 122	If the Bidder's quotation is determined unreasonable, then the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Bidder's costs.	We request to amend the clause to reflect a mutual discussion and agreement between employer and bidder on the rates instead of employer arbitrary forecasting the effect on the cost.	Not Agreed. Tender Condition Prevails



S No	Section, Clause & Page no.	Clause Description	Query/Clarification	Maha-Metro Reply
16.	GCC, Clause 18, Page 113,	Suspension and termination right	<p><b>-Kindly Amend</b> Bidder has no right to suspend and terminate. We request for a right to suspend the services and terminate the contract in the event of non- payment or long pendency of invoice.</p> <p><b>-Kindly consider</b> Considering the time required to prepare a quality and competitive Proposal from the date of publishing the replies to the bidder's queries, we request the client to grant <b>at least Three (3) weeks extension</b> on the current bid due date, i.e., 24.03.2023.</p> <p><b>-Kindly consider</b> Kindly Consider, the technical experience and financial capability of partner/ Group/sister Company, if bid is submitted by an Indian subsidiary.</p>	<p>Not Agreed. Tender Condition Prevails</p>
17.	NIT, Date and Time of Submission of tender	Online submission up till 16:00 Hrs. on Dt. 24.03.2023, on Maha-Metro, e-tender portal	<p>Considering the time required to prepare a quality and competitive Proposal from the date of publishing the replies to the bidder's queries, we request the client to grant <b>at least Three (3) weeks extension</b> on the current bid due date, i.e., 24.03.2023.</p>	Please refer to Corrigendum- I
18.	RFP	Technical & Financial Capability	<p>Kindly Consider, the technical experience and financial capability of partner/ Group/sister Company, if bid is submitted by an Indian subsidiary.</p>	<p>Not Agreed. Tender Condition Prevails</p>
19.	Refer to page no. 84, 3.2 Minimum Eligibility Criteria	Work of Design/Design Review of 25kV Traction Overhead Equipment system in last 10 years.	<p>Kindly consider International experience of Design/Design Review of 25kV Traction Overhead Equipment system in last 10 years.</p>	<p>Not Agreed. Please refer to Addendum-I</p>







Date: 20.03.2023

Addendum – I

SN	Section	Clause Ref/Page No.	Existing description	Modify as
1	Section-2 Annexure 2A : Bid data sheet	BDS , ITB 1.1 , Page 37	<p>The successful bidder has to establish its Office at Nagpur, if it does not have at present.</p> <p>The cost and expenses for setting up the said offices(s) will be deemed to have been included in the Quoted Contract Price by the bidder and no separate / extra/ additional amount is payable by Employer</p>	<p>Deleted.</p> <p>However, successful bidder has to comply Sr. No. 5 of Note referred at "Appendix- F2" Financial Bid</p>
2	Section-3 Eligibility Criteria	3.2 Minimum Eligibility Criteria	* Similar Work : Work of Design/ Design Review of 25 kV Traction Overhead Equipment system	* <b>Similar Work</b> : Work of Design of 25 kV Traction Overhead Equipment system



