

CORRIGENDUM-III

PRE-BID MEETING ON 05/04/2016

Name of Work: Supply of 10,000 MT 60E1 (UIC 60), 1080 Grade Head Hardened (HH) Rails as per IRS T-12, 2009 for Nagpur Metro Rail Project.:

ICB no: N1-T01/2016, Portal no 36

1	<b>Section II ITB 14.8 (a) (iii), b (ii) and ( c ) (v), ITB 14.8 (Additional Para)</b>	<p>We would again like to request to follow correct Incoterms since Nagpur Metro is paying duty, hence the correct incoterm should be DDU/DAP Nagpur (Tax unpaid). If supplier was paying duty also then DDP is the correct Incoterms.</p>	<p>Delivery should be on DAP/Nagpur (Delivered at Place) basis, except custom duty at concessional rate, which will be paid by NMRCL through supplier (Modification to Clause 14.8 in BDS ).</p> <p>As per DAP terms as defined in incoterms, all the charges i.e. Packing, Loading, inland freight, Terminal charges, Insurance, Loading on Vessel, freight ,Arrival Charges to be borne by supplier and responsibility to carry the material at destination, Khapri/MIHAN Depot and Hingna Depot in Nagpur lies with supplier.</p> <p>The unloading , stacking and handing over the materials also to be done by supplier at destination and any other local taxes, levies ,cess etc. as applicable in the purchaser's country are to be borne by supplier.</p>
2	<b>Section IV schedule of requirement</b>	<p>We would again like to request/propose to revise delivery schedule since with your proposed delivery scheudle it is quite difficult to supply timely and we'll at the risk of LD penalty. So much so inland logistics arrangement takes minimum 3 months to deliver 5,000 mt based upon our similar experience of delivery to Delhi Metro &amp; Lucknow Metro stores.</p> <p>Our request:- 1st Lot: 5,000 mt within 180 days from 1st L/C opening. 2nd Lot: 5,000 mt within 330 days from 1st L/C opening.</p>	<p>The delivery period is revised for first Lot i.e.180 days as per S.No 4 of Corrigendum II and for second Lot will remain unchanged i.e. as per Schedule of Requirement as mentioned in section VII.</p>

		In case of separate l/c opening, we would request to open each L/C atleast 6 months in advance for both cases.	
3	<b>SCC 13.1 vi</b>	Does supplier also need to arrange inspection agency in addition to mill's inspection? According to tender documents (5. Inspection and Tests/ clause 5.6), we understand NMRC will arrange inspection agency by themselves. If we also need to arrange, we will need to add such cost into our proposal price, which please confirm. (To be frank, such double TPI seems is additional cost making offer uncompetitive)	Inspection clause is defined in S.No 13 of Corrigendum II.
4	<b>ITB 14.8 BDS</b>	We believe since NMRCL will be importing these rails from overseas. Only inland logistics portion for bring rails from indian port to NMRCL stores are local content. Hence we would request you to kindly study the applicability of such clause for foreign suppliers, as we would like to avoid adding 1% in our proposal making offer expenses/increase cost for NMRCL.	The price schedule form at Section IV of bidding forms is revised which is attached herewith at annexure-1, in order to facilitate the components of inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS.
5	<b>ITB 14.8 BDS</b>	As per notification the service tax is applicable for metro project and hence there is no exemption. Since we are foreign entity and we'll use local third party for supporting us for logistics operation like custom clearance, transportation, storage, etc. Such services are rendered in India and service tax is applicable, hence while submitting our offer we need to consider service tax portion in our offer. However your comment is related to reimbursement, please advise whether we need to include service tax in our offer or exclude and NMRCL will reimburse once we submit our invoice?	In case if Service tax is applicable, to be paid by Supplier.
6		We thank you for your extension by 1 week, however in order to participate would like to request for extension by another 2 week.	The deadline for online submission of bids is extended and date of last online submission is 27/05/2016 and date bid opening is 30/05/2016.
7	<b>GCC 16.1 (3)</b>	We understand L/C is being opened lot wise, however we would be requiring minimum 6 months lead time for production, ocean transportation and local movement of rails from Port to Nagpur stores.	Delivery schedule has been revised of first Lot as stated in para 3 above.
8	<b>ITB 14.8 Additional Para</b>	We understand as per your clarification service tax shall not be applicable. In case if it is applicable and paid by bidder, same shall be reimbursed on production of documentary evidence.	In case if Service tax is applicable, to be paid by Supplier.

9	<p><b>Section IV price schedule</b></p>	<p>We would like to appraise as per below clause:-</p> <p>GCC 13.1 in Special Condition of Contract mentions "Invoicing of the supplied goods should clearly mention various cost components of the DDP cost separately viz., Cost of supply, freight, Insurance, tax., etc."</p> <p>So, during the contract execution stage, we understand NMRC needs such breakdown.</p> <p>Further, GCC 16.1 mentions "(3) Payment of foreign currency portion shall be made to the supplier through negotiable LC."</p> <p>Considering the above sentence, there should be another condition to mention "Payment of other currency portion..."</p> <p>On the other hand, GCC16.1 specifies only payment method for foreign currency, and cannot find anything about payment for local currency.</p> <p>Further,</p> <p>(b) For Goods manufactured outside the Purchaser's Country, to be imported:</p> <p>(i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified in the BDS; and</p> <p>(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS</p> <p>Clarification: As per above, we understand NMRCL need price break, however our request is price break up should be at the time of submitting offer i/o at invoice issuance. Reason being since NMRCL will pay custom duty directly and custom duty is calculated on CIF price i/o DDP. As for Invoice break it is upto Supplier to mention CIF price and other price, in case of misdeclaration NMRCL will land up paying higher custom duty, so knowing CIF price at the time of bidding is correct requirement.</p>	<p>Please refer reply to para 4 above.</p>
10		<p>Clarification specified by NMRCL under clause 4 of Corrigendum-II specifies about delivery as follows: <i>Lot 1: Delivery at DDP Nagpur from date of Establishment of Letter of Credit is 180 days for first lot of qty 5000MT Lot 2: Delivery at DDP Nagpur from date of Establishment of Letter of Credit is 270 days for first lot of qty 5000MT</i> Difference between the delivery dates of lot 1 and lot 2 is only 120 days, kindly may note such timeline may not be feasible for DDP delivery at Nagpur average transit and sailing time for such consignments</p>	<p>Please refer reply to para 2 above.</p>

		shall not be less then 120 days hence delivery at DDP Nagpur for lot 2 shall be 330 days, you are hereby requested to accept th is request and issue a clarification.	
11		We hereby request you to make the payment of such local taxes directly to t he respective government department as being a foreign bidders we have no competence in Indian Taxation Laws. In case this is not acceptable then it is utmost requested that NMRCL shall clearly specify the tax liabilities that any bidder shall be liable to pay on this transaction so that there is no ambiguity among any of the bidders and all the parties are able to do the needful as prescribed with uniformity	Tender conditions shall prevail.
12		Till date Corrigendum confirming the process of registration of Foreign Parties on E-tendering website of NMRCL is awaited hence under prevailing circumstances it shall not be legitimate to announce last date of online submission . It is humbly requested to maintain 30 days gap from the date Corrigendum is released with information on how to register foreign companies on Etendering website of NMRCL. You are hereby requested to accept this request and issue a clarification	Please refer reply to para 6 above.
13	<b>GCC 16.1(3)</b>	LC shall be opened for 100% contract value whereas release of payment shall be based on the submission of respective documents as per the condition of the tender, i.e. Lot 1 and Lot 2.	LC shall be opened for contract value whereas release of payment shall be based on the submission of respective documents as per condition of tender i.e. Lot 1 and Lot 2 and based on delivery schedule and the payment schedule indicated in para 15 (Revised payment terms).
14	Section I Clause 4,sub clause 4.1	Clarification specified by NMRCL under clause 42 of Corrigendum -II specifies about having experience of Turnouts, kindly may note that the discussed tender is for the supply of rails only and accordingly inclusion of Turnout is inappropriate, and kindly may issue a clarification on this?	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 JV/Consortium.  Lead partner must have a minimum of 40% participation in the JV/Consortium.  Partners having less than 20% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not

			be considered for evaluation of JV/Consortium.
15	GCC 16.1		<p>The revised standard payment terms subject to recoveries, if any, under the Liquidated Damages Clause in General Conditions of Contract will be as under:</p> <ol style="list-style-type: none"><li>1) 75% payment on inspection, shipment and on receipt of all shipping documents.</li><li>2) 15% payment on arrival of material at port in purchaser's country.</li><li>3) 10% payment on receipt of goods at site in Nagpur in undamaged condition.</li></ol> <p>Payment of foreign currency (freely convertible international trading currency) portion shall be made to the supplier through negotiable Letter of Credit (LC). LC shall be irrevocable and divisible. Part payment is allowed. LC is opened through Banker's of the Purchaser based at New Nagpur. LC opening charges shall be borne by the Purchaser, however, Bank charges on LC amendment, if any, at the request of supplier shall be to Supplier's account. All other charges shall be to Supplier's account.</p>



GM/Procurement

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, Goods to be imported)								Date: _____	
Currencies in accordance with ITB Sub-Clause 15								ICB No: _____	
								Alternative No: _____	
								Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price DAP/NAGPUR in accordance with ITB 14.8(b)(i)	DAP Nagpur Price in accordance with ITB 14.8(b)(i) per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)	Remarks
<i>[insert number of the m]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price DAP/Nagpur per unit]</i>	<i>[insert total DAP/Nagpur price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>	<i>DAP Nagpur Price include all taxes ,levies ,cessetc as applicable in the purchaser's country ,except custom duty at concessional rate to convey the goods to their final destination, as specified in para 1of Corrigendum III (Modification of Clause ITB 14.8).</i>
					Total Price				

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*