



CIN: U60300UP2013SGC060836

उत्तर प्रदेश मेट्रो रेल कॉर्पोरेशन लि०

UTTAR PRADESH METRO RAIL CORPORATION LTD.

(Formerly Known as Lucknow Metro Rail Corporation Ltd.)
(भारत सरकार एवं उत्तर प्रदेश सरकार का एक संयुक्त उपक्रम)
(A JOINT VENTURE OF GOVT. OF INDIA & GOVT. OF U.P.)

UPMRC/CE-CONTRACT/KNPAGT-1/2020-21

Date: 09.12.2020

To,

All Bidders

Subject: - Reply to Pre-bid queries and Addendum-01 for tender KNPAGT-1.

Ref: - Tender KNPAGT - 1: Supply of 17,700 MT Head Hardened Rails (60 E1, IRS-T-12-2009, 1080 grade HH) for Kanpur and Agra Metro.

Dear Sir,

Please find enclosed herewith the reply to pre-bid queries and Addendum-01 to the tender KNPAGT-1. Further, the submission and opening dates are revised as follows:

- Date & Time of submission of tender : **11.01.2021 upto 15:00 Hrs**
- Date & Time of opening of tender : **11.01.2021 @ 15:30 Hrs**


(Deepak Gupta)
CE/Contract

(AN ISO 9001:2015, ISO 14001:2015, OHSAS 18001:2007 Certified Company)

Administrative Building, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Vipin Khand, Gomti Nagar, Lucknow 226010

Tel: +91 522 2304014 | Fax: +91 522 2304013

Reply to Pre-Bid Queries KNPAQT-1			Bidder's Clarification	UPMRC's Reply to Reference Clause
Sl. No.	Reference Clause No.	Existing Clause as per Bidder		
1	1.1.4 of NIT	Eligibly Criteria for Domestic Developmental Order and Clarification on Regular order		Please refer Annexure 2 & 3 of Addendum 1.
2	Clause 1.1.4 A(i)(ii) of NIT - Minimum Eligibility Criteria	(ii) Out of the Rails supplied to other countries, minimum 25,000 MT supply should be Head Hardened (HH) in last seven years as per international standard or similar to be procured in this tender.	Please amend it to: "Out of the Rails supplied to other countries, minimum 18,000 MT supply should be Head Hardened (HH) in last seven years as per international standard or similar to be procured in this tender."	Please refer Annexure 2 & 3 of Addendum 1.
	Pg. No-2			
3	Clause 1.1.4 A(i)(ii) of NIT - Minimum Eligibility Criteria	(ii) The bidder shall furnish the details of supplies made for the goods being procured in this contract i.e. 60 ET, IRS-T-12-2009, 1080 grade HH rails. Details should include a performance certificate which should include purchase order details, name of purchaser, the railway projects/ MRTS Project, where used / being used, the design speed and axle load of the section, quantity of rails supplied, period of supply and the date of commencing operations on Metro/ Railway system. These Rails should have satisfactory performance in at least one Metro/Railway system for 3 years period under train operations. The details of address, contract person, fax / e mail is also to be furnished, absence of the above statement / details, offer will be summarily rejected. In case design speed, axle load is not included in the client certificate, the bidder shall submit undertaking specifying design speed and axle load.	Please amend it to: These Rails should have satisfactory performance in at least one Metro/Railway system for 1 year period under train operations. Please include clause of Domestic Preference as per guideline of GOI "Make in India" Policy. "Domestic manufacturer who does not have proven performance of supply of Rails in the past on passenger traffic carrying Railway/ Metro/ High Speed/ RRTS commuter systems and thus does not meet the eligibility criteria stipulated, may be considered for developmental order upto 20% of net procurable quantity." (Annex-1) We have established a new manufacturing facility in technical collaboration with SMS-MEER, Germany in 2016-17 to manufacture HH Rails as per IRS-T-12/EN13674. Our manufacturing facility and Rail Making process has been assessed and approved by RDSO and accredited International Inspection agency TÜV-NORD, Luxembourg. We have participated in various tenders of Metro Rail corporations in India and were technically qualified to participate in Tenders floated by Kolkata Metro, Pune Metro, Mumbai Metro, DMRC and BMRCL We had supplied 19996 MT R350HT, EM13674 HH Grade Rails to Iran Railways for Passenger/Mixed traffic application and 605 MT HH Rails to GMR for EDFC Project. We have recently been awarded order for supply of 2308MT UIC60 1080HH Grade Rails as per IRS-T-12 from RVNL for Kolkata Metro Project and are in process of getting orders from other Metro Rail corporations.	Please refer Annexure 2 & 3 of Addendum 1.
	Pg. No-2			
4	Clause 1.1.4 B(i)(c) of NIT - Minimum Eligibility Criteria	(c) The overall performance of the tenderer (all members in case of JV/ Consortium separately) shall be examined for all the on-going Rails Supply Works awarded by UPMRC/ any other Metro Organisation (100% owned by Govt) of value more than 40% of NIT cost of work and also for all the completed Rails Supply Works awarded by UPMRC/ any other Metro Organisation (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission), of value more than 40% of NIT cost of work, executed individually or in a JV/ Consortium.	Please delete this clause: We are a new producer of HH Rails and serviced one export order of 19996MT to Iran Railways in November- 2017 and 650MT to EDFC Project. Thereafter, we have bagged order from Kolkata Metro of 2308MT. We are in process of being awarded HH Rails order from other Metro Rail Corporations JSPIL Rail mill has also been approved by RDSO for HH Rails We request you to kindly delete the said clause and provide level playing field to eligible Domestic suppliers of Rails.	Please refer Annexure 2 & 3 of Addendum 1.
	Pg. No-4			
5	1.1.4 C. FINANCIAL STANDING Page (6 of 9) NIT	(ii) T2- Profitability: Profit before Tax should be Positive in at least 2 (two) years, out of the last five audited financial years. In Case of JV. The profitability of only lead member shall be evaluated.	Please amend it to: "Profit before Interest and Tax(PBIT) should be Positive during any one year out of the last five audited financial years" We are requesting for amendment of this clause of Profit Before Tax because JSPIL is currently ramping up its production and continuously upgrading technology to meet the stringent requirements of Indian Railways. Metro Rail Corporations, High speed corridors to make our Rails suitable for use in upcoming Bullet Trains etc. For Investments incurred for the above, JSPIL has to make periodic repayments in the form of interest to bank from our internal accruals/ revenue. PBT does not reflect actual financial capability of supplier. As in our case the cost incurred by company from its earning. The tax structure and Bank interest rates are more favorable to manufacturers in foreign countries. It may please be noted that JSPIL has a turnover of 27000Cr in Year 2018-19. In 2019-20, we have sold over 6 Million tonnes of steel and generated more than INR 27000Cr of revenue out of which Rail sales are 2.7 Lac MT (worth more than INR 1790 Crores) JSPIL has executed prestigious Domestic and export orders of Rails for Passenger/Mixed traffic for: Indian railways - 1,26,802 MT - 732 Crores DFCC - 1,00,000MT - 830 Crores RVNL - 1,65,000 MT - Over 1000 Crores Iran Railways- 1,50,000MT - Over 900 Crores Incon for Bangladesh Railways -10871 MT - Over 64 Crores Metro Rail Corporations (Gr880)- 10000MT From 2008-09, JSPIL has supplied over 8 Lac MT Rails to various Domestic & International Projects. Out of which over 6 Lac MT have been used in Passenger/Mixed traffic/Metro/DFCC tracks. (PO copy and feedback letters of few of them enclosed as Annex-2). In view of the above credentials, executing an order for supply of 17,700MT of HH Rails order of UP Metro will not be constraint for JSPIL. Further, to re-assure UP Metro of seamless supplies of HH Rails we also agree to submit a Bank Guarantee covering 100% of contract value till supplies are completed.	Please refer Annexure 2 & 3 of Addendum 1.
	1.1.4 C. FINANCIAL STANDING Page (6 of 9) NIT			
6	Clause 15.3 of GCC Pg. No-162	15.3 Payment shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.	Please amend Payment terms to : Payment shall be arranged by way of Letter of Credit opened in favour of the supplier by the purchaser, as is being agreed for foreign suppliers. (i) On Delivery: The purchaser shall pay the supplier, within 28 days. Ninety (90) percent of the contract price of the goods shipped upon submission of documents. (ii) On Acceptance: 10% of the contract price of goods received and the contract price of the Related services performed shall be paid within 28 days of receipt of goods upon submission of claim supported by acceptance certificate issued by the consignee.	As per Tender Conditions.



Sl. No.	Reference Clause No.	Existing Clause as per Bidder	Bidder's Clarification	UPMRC's Reply to Reference Clause
7	Additional Clause 10 of SCC Page 184-190	Additional Clauses Pt no 10, Additional Clause on Safety Health & Environment (SHE) Manual	Please delete this clause: As Contract specific SHE plan is applicable for contractors working at site and not for suppliers	As per Tender Conditions. Clause is for safe unloading of rails and its stacking at site in Kamrup and Agra by Supplier.
8	SCC 22.2 Page 181	SCC 22.2	Packing regime as defined is not applicable for domestic bidders as per IRS-T-12. Please amend it to: "Rails will be supplied in loose form and stacked at consignee site by domestic supplier" as per IRS-T-12. Adequate number of stacking concrete beds with suitable approach road for trailers, shall be provided by UP Metro. JSPSL shall only be stacking the Rails as per IRST-12-2009 with wooden square blocks as separators. Kindly confirm the above.	As per Tender Conditions and as per IRS-T-12-2009 (updated).
9	Section VI. Schedule of Requirements Pg. No-58-152	3.0 Technical Specifications	Please confirm length of Rails to be supplied. Also please include 10% Short Length in pairs will be acceptable for 18 m (17, 16, 15) as per IRS-T-12.	As per Tender, 18m long HH rails are to be supplied. However, for smaller rails upto maximum 10% of quantity, please refer Clause 9.2 of IRT-12-2009.
10	Clause 35.1 of ITB Pg. No- 26	E. Evaluation and Comparison of Bids 35. Evaluation of 35.1 Bids	While evaluating L1 bidder, Ex Works Price (Excluding Taxes) of Domestic Bidder and CIF Price (Excluding Custom Duty and IGST) will be compared. Please confirm.	As per Tender Condition. Please refer Annexure 2, 3, 12 & 14 of Addendum 1.
11	5. Inspections and Tests Pg. No- 155	5.2 The purchaser shall appoint inspecting authority for pre-dispatch/freshment inspection & testing of materials as per approved inspection and testing plan. Where no procedure for testing is specified, the supplier shall propose suitable standard or particular procedures for Purchaser's Approval.	Please confirm if the third party inspection agency will be at Purchasers cost. It has been clarified in Tender No. KNPAGT-04 but not specified in this tender.	Please refer Annexure 5 & 6 of Addendum 1.
12	NIT - 1.1.4 Qualification Criteria A. Eligibility Criteria Pg. No- 2	(I) Minimum Eligibility Criteria (II) Experience and Technical Capacity	Primarily major International Steel Mills directly do not participate in international bids to sale their products, they do business through there group companies that are responsible for distribution of their products. The required experience documents shall be in respect of the manufacturer. Kindly Confirm?	As per Tender Conditions. Where Manufacturer is not bidding directly, Manufacturer's Authorized Firm is bidding in the tender. In that case: 1. Full Guarantee and Warranty of product by Manufacturer is required as per Tender Conditions. 2. Minimum eligibility criteria regarding supply, experience and Technical capacity shall have to be satisfied by Manufacturer of the product. 3. Financial Details / Requirement of Eligibility Criteria can be met by both or one of them. 4. All documents as per Tender are required to be submitted to fulfill the requirements. 5. Manufacturer's Authorization Letter for this bid shall be submitted as per clause 19.1 (1) of ITB with the Bid. 6. Manufacturer will be contracting party as per clause 19.1 (a) of BDS. 7. Please also refer clause 19.1 (a) of ITB & BDS.
13	NIT - 1.1.4B(vii)c Pg. No-4	The overall performance of the tenderer (all members in case of JV/Consortium separately) shall be examined for all the on-going Rails Supply Works awarded by UPMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 40% of NIT cost of work and also for all the completed Rails Supply Works awarded by UPMRC/ any other Metro Organisation (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission), of value more than 40% of NIT cost of work, executed individually or in a JV/ Consortium. The tenderer shall provide list of all such works in the prescribed Proforma given in Form No. 8A to Section IV (Bidding Forms). The tenderer (all members in case of JV / Consortium separately) may either submit satisfactory performance Certificate issued by the Client/ Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/execution of work (for on-going works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non-submission of either satisfactory performance Certificate from Client / Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) of Form No. 8A to Section IV (Bidding Forms). In case of performance certificate issued by the client, same should not be older than three month (from the last day of the previous month of tender submission) for the on-going Works, which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non-submission of either satisfactory performance Certificate from Client / Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) of Form No. 8A to Section IV (Bidding Forms). In case of performance certificate issued by the client, same should not be older than three month (from the last day of the previous month of tender submission) for the on-going Works.	It is requested to delete the text as mentioned henceforth: "The overall performance of the tenderer of value more than 40% of NIT cost of work and also for all the completed Rails Supply Works awarded by UPMRC/ any other Metro Organisation (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission), of value more than 40% of NIT cost of work, executed individually or in a JV/ Consortium." "In case of performance certificate issued by the client, same should not be older than three month (from the last day of the previous month of tender submission) for the on-going Works." The aforementioned both paragraphs may be deleted from the bid condition as mentioned in the adjacent column otherwise this shall restrict competition and shall provide advantageous position will give advantageous position to certain manufacturer.	Please refer Annexure 8 of Addendum 1



Sl. No.	Reference Clause No.	Existing Clause as per Bidder	Bidder's Clarification	UPMRC's Reply to Reference Clause
14	NIT 1.1.4 Qualification Criteria: (II) Experience and Technical Capacity Pg. No-2	The bidder shall furnish the details of supplies made for the goods being procured in this contract i.e. 60 E1, IRS-T-12-2009, 1080 grade HH rails. Details should include a performance certificate which should include purchase order details, name of purchaser, the railway projects/ MRTS Project, where used / being used, the design speed and axle load of the section, quantity of rails supplied, period of supply and the date of commencing operations on Metro/ Railway system. These rails should have satisfactory performance in at least one Metro/Railway system for 3 years period under train operations. The details of address, contract person, fax / e mail is also to be furnished. In absence of the above statement / details, offer will be summarily rejected. In case design speed, axle load is not included in the client certificate, the bidder shall submit undertaking specifying design speed and axle load.	It is requested to delete the text as follows from the adjacent condition: "These rails should have satisfactory performance in at least one Metro/Railway system for 3 years period under train operations." Performance certificate shall be for successful supply of rails including purchase order details, name of purchaser, the railway projects/ MRTS Project where used / being used, the design speed and axle load of the section, quantity of rails supplied, period of supply. Requirement of satisfactory performance in at least one Metro/Railway system for 3 years period under train operations is unwarranted and not a practice in such rail procurement tenders internationally.	As per Tender condition.
15	NIT – Eligible Applicants: 1.1.4B(v) Pg. No-4	The applicant shall submit user certificate for successful completion as on submission date of tender, failure to submit would result in disqualification.	We understand, the bidders can submit user certificate confirming successful completion of supply of rails that has happened until the submission date of tender. Kindly confirm?	The bidders has to submit user certificate with Tender confirming successful completion of supply of rails that has happened until the last date of previous month of submission date of tender.
16	Bid Data Sheet (ITB 14.6(b)) Pg. No-31	The material is to be delivered duly stacked in UPMRC stores at Kanpur and Agra. All cost of loading, unloading, transportation and insurance to be borne by Supplier. The custom duty at concessional rate by project import registration in terms of GOI notification no. 42/96- custom dated 23.7.96 will be directly paid to custom Authority by UPMRC on submission of Custom Duty Demand Notice from Custom Authority by Supplier based on the documents of Material dispatched at least 3 working days in advance. All the work of project import registration and custom / port clearance to be done by Supplier at own cost. UPMRC will facilitate recommendation / sponsoring letter from Government of Uttar Pradesh for Project import registration for which the Supplier shall submit request letter and details at least one month in advance. Port handling charges as per documentary proof (paid to Port authority only) will be reimbursed to supplier in the same currency as paid to port authority. Stamp duty charges if any shall be borne by supplier.	"The material is to be delivered duly stacked in UPMRC stores at Kanpur and Agra. All cost of loading, unloading, transportation and insurance to be borne by Supplier. The custom duty at concessional rate by project import registration in terms of GOI notification no. 42/96- custom dated 23.7.96 and GST, Cess etc. will be directly paid to custom Authority by UPMRC on submission of Custom Duty Demand Notice from Custom Authority by Supplier." The condition mentioned in adjacent column categorically states. As follows: "All the work of project import registration and custom / port clearance to be done by Supplier at own cost." In this regard Purchaser shall confirm that Responsibility of Bidder shall be fully discharged after project registration is issued for this tender and custom duty is paid under Chapter 98.01 of Custom Tariff Act and consequently custom clearance is successfully done and entire quantity of ordered rails are delivered / stacked at purchaser's storage site at Agra / Kanpur.	As per Tender Conditions. Please refer 14.6 (b) of BDS (Section II) and Annexure 3, 12 & 14 of Addendum 1.
17	Bid Data Sheet (ITB 19.1(b)) Pg. No-33	After sales service is: "required".	After sales service is not required as it is a Rail supply contract, kindly clarify?	As per Tender Condition.
18	Section IV, Bidding Forms Form of Tender 8A. (Undertaking as per clause 1.1.4.B VII (c) of NIT) Pg. No-49	FORM OF TENDER - 8A. (Undertaking as per clause 1.1.4.B VII (c) of NIT) We do hereby undertake that following are the list of all the on-going Rails Supply Works awarded by UPMRC/ Any other Metro Organization (100% owned by Govt.) or value more than 40% of NIT cost of work and the list of completed Rails Supply Works awarded by UPMRC/ Any other Metro Organization (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission) of value more than 40% of NIT cost of work.	It is humbly requested that FORM OF TENDER - 8A, may be deleted as performance certificates required under this form will be submitted under Clause 1.1.4 Qualification Criteria. Furthermore, in past for procurement of Rails Lucknow Metro has not used any such form. Kindly retain same principal to avoid any redundancy and confusion.	As per Tender Condition. Please refer Annexure 8 & 15 of Addendum 1
19	Section VI, Schedule of Requirements 1. List of Goods and Delivery Schedule: Pg. No-56	List of Goods and Delivery Schedule: For Kanpur: Installment no. 1 – 3100 MT – 06 Months Installment no. 2 – 3000 MT – 12 Months Installment no. 3 – 3000 MT – 18 Months For Agra: Installment no. 1 – 3000 MT – 06 Months Installment no. 2 – 3000 MT – 12 Months Installment no. 3 – 2600 MT – 18 Months	In view of minimum time constrains that a foreign Rail manufacturer may require to manufacture and deliver rails at Agra and Kanpur it is humbly requested to revise the delivery schedule as follows: For Kanpur: Installment no. 1 – 3100 MT – 09 Months Installment no. 2 – 3000 MT – 15 Months Installment no. 3 – 3000 MT – 21 Months For Agra: Installment no. 1 – 3000 MT – 09 Months Installment no. 2 – 3000 MT – 15 Months Installment no. 3 – 2600 MT – 21 Months	For - Regular Supply - Please see Annexure 4 of Addendum 1. However, last lot of Kanpur and Agra shall be adjusted if supply of upto 20% HH rails are awarded to Domestic Manufacture as a Development Order. For Domestic Development Supply - Upto 20% of Regular Supply shall be done within 12 months from Award of Work to Kanpur or Agra.
20	Section VI, Schedule of Requirements 2. List of Related Services and Completion Schedule Pg. No-57	Description of Service: Port and Custom Clearance and Transportation of imported 60 E1 IRS-T-12-2009, 1080 grade Head Hardened rails, 18 m long, from CIF Port in India to storage area / site in Kanpur/Agra including stacking etc. all complete.	Purchaser may kindly confirm how many locations will be used for unloading and stacking of Rails at Agra and Kanpur so that appropriate costings could be ascertained?	Supplier has to interface with the Track Work Contractor (KNPAGT-3) in advance for Stacking of Rails at Site in Kanpur and Agra.
21	Section VI, Schedule of Requirements 2. List of Related Services and Completion Schedule Pg. No-57	Description of Service: Port and Custom Clearance and Transportation of imported 60 E1 IRS-T-12-2009, 1080 grade Head Hardened rails, 18 m long, from CIF Port in India to storage area / site in Kanpur/Agra including stacking etc. all complete.	Purchaser shall arrange leveled and well drained stacking area for storage and stacking of rails.	Supplier has to interface with the Track Work Contractor (KNPAGT-3) in advance for Stacking of Rails at Site in Kanpur and Agra.



Sl. No.	Reference Clause No.	Existing Clause as per Bidder	Bidder's Clarification	UPMRC's Reply to Reference Clause
22	Section VI, Schedule of Requirements 2. List of Related Services and Completion Schedule Pg. No-57	Description of Service: Port and Custom Clearance and Transportation of imported 60 E1 IRS-T-12-2009, 1080 grade Head Hardened rails, 18 m long, from CIF Port in India to storage area / site in Kanpur/Agra including stacking etc. all complete.	Purchaser shall authorize its representative to forthwith stamp and sign the GR (Goods Receipt Note) for each trailer after the rails are unloaded and stacked at its storage area in Agra / Kanpur.	Receipt of Materials in undamaged condition shall be provided by the Track Work Contractor (KNPAGT-3).
23	Section VI, Schedule of Requirements 2. List of Related Services and Completion Schedule Pg. No-57	Description of Service: Port and Custom Clearance and Transportation of imported 60 E1 IRS-T-12-2009, 1080 grade Head Hardened rails, 18 m long, from CIF Port in India to storage area / site in Kanpur/Agra including stacking etc. all complete.	Storage sites at Agra and Kanpur shall have a clear motorable road till the last point, road shall have sufficient area for loaded trailers to move in and move out after discharge of rails	Supplier has to interface with the Track Work Contractor (KNPAGT-3) in advance for Stacking of Rails at Site in Kanpur and Agra.
24	Section VI, Schedule of Requirements 2. List of Related Services and Completion Schedule Pg. No-57	Description of Service: Port and Custom Clearance and Transportation of imported 60 E1 IRS-T-12-2009, 1080 grade Head Hardened rails, 18 m long, from CIF Port in India to storage area / site in Kanpur/Agra including stacking etc. all complete.	Storage sites at Agra and Kanpur shall have sufficient space so that unloading and stacking of rails from trailers with the help of Cranes could be achieved.	Supplier has to interface with the Track Work Contractor (KNPAGT-3) in advance for Unloading & Stacking of Rails at Site in Kanpur and Agra.
25	Special Conditions of Contract SCC 11.1 Pg. No-178	Details of Shipping and other Documents to be furnished by the Supplier are: Invoice, negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. Copy of documents shall be furnished by supplier within one week of dispatch of material.	Since air transport, railways and road consignment note will not be involved during import of rails thus it is requested to amend the text as mentioned henceforth: "Details of Shipping and other Documents to be furnished by the Supplier are: Invoice, negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details."	As per Tender Conditions.
26	Special Conditions of Contract SCC 15.1 Pg. No-179	For Goods supplied from abroad: 4. INR Portion (i.e. Clearance and Transportation): 100% payment will be made on receipt of goods at Kanpur and Agra Store, in undamaged condition on submission of invoice in two copies.	Kindly pay cost towards Clearance and Transportation of Imported Rails supplied by foreign manufacturers in USD/Euro etc. as Foreign companies that does not have any establishment in India cannot quote in INR thus kindly allow offers to be quoted in freely convertible currencies i.e. USD, EURO etc. Other major Metro Projects makes payment for Clearance and Transportation in freely convertible currencies i.e. USD, Euro etc.	As Per Tender Conditions.
27	Section IV, Bidding Forms 6. Price and completion Schedule - Related Services: Note: The Bid Price Should be Quoted in INR only. The Quoted Cost in Column 7 is carried over in Column 8 of Bidding Form No. 4 or Column 7 of Bidding Form No. 5.		Kindly update "6 Price and Completion Schedule - Related Services" accordingly by incorporating USD/Euro etc. as acceptable currencies.	As per Tender Conditions.
28	Special Conditions of Contract 15.1 Pg. No-178	For Goods supplied from abroad: Payment of foreign currency portion shall be made in foreign currency in the following manner: 3. Payment of foreign currency (freely convertible international trading currency) portion (i.e. supply of Rails) shall be made to the supplier through negotiable Letter of Credit (LC).	For foreign suppliers LC shall be established for 100% contract value that shall include CIF price along with Clearance and Transportation cost.	As per Tender Conditions.
29	Special Conditions of Contract SCC 16-161 Pg. No-179	For goods offered from outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes including GST, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.	IGST charged in custom duty shall be paid by purchaser.	As per Tender Conditions. Please refer 14.6 (b) of BDS (Section II) and Annexure 3, 12 & 14 of Addendum 1.
30	Special Conditions of Contract SCC 17.3 (a) Pg. No-180	Irrevocable bank guarantee in the prescribed format, given in Section IX of Part 3 of bid documents, issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign Bank payable at Lucknow. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under: HDFC BANK TEKARI CHAMBERS, ASHOK MARG, LUCKNOW, IFSC Code: HDFC0001267 The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.	Kindly replace "invoice" with "Advice" as mentioned henceforth: "Irrevocable bank guarantee in the prescribed format, given in Section IX of Part 3 of bid documents, issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign Bank payable at Lucknow. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under: HDFC BANK TEKARI CHAMBERS, ASHOK MARG, LUCKNOW, IFSC Code: HDFC0001267 The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer."	Please refer Annexure 11 of Addendum 1
31	Special Conditions of Contract SCC 26.1 Pg. No-181	The liquidated damage shall be 0.5 % per week of contract value of each delayed quantity of Rails at UPMRC's store, Kanpur/Agra (CIF Price of rails plus inland transportation including all other services etc.). The maximum amount of liquidated damages shall be 10 % of contract value.	Liquidated damages shall only apply of delayed supplies and not on full quantity.	As per Tender Conditions. Liquidated Damages shall be 0.5% per week of contract value for each delayed installment.
32	Special Conditions of Contract Additional Conditions 7. Pricing / Currency. c Pg. No-183	TDS (Tax Deducted at Source) as applicable and any other statutory deduction as per Govt. of India Laws, if any, shall be deducted from supplier's bills.	We understand TDS will not apply on import consignments. Other Metro Projects in India have confirmed non-applicability of TDS on Import consignments with terms of delivery as delivery to final destination i.e. DDP etc., kindly confirm?	As per Tender condition.



Sl. No.	Reference Clause No.	Existing Clause as per Bidder	Bidder's Clarification	UPMRC's Reply to Reference Clause
33	1.1.4 QUALIFICATION CRITERIA: A. Eligibility Criteria: (i) Experience and Technical Capacity (ii) Pg. No-2	The bidder shall furnish the details of supplies made for the goods being procured in this contract i.e. 60 E1, IRS-T-12-2009, 1080 grade HH rails. Details should include a performance certificate which should include purchase order details, name of purchaser, the railway projects/ MRTS Project, where used / being used, the design speed and axle load of the section, quantity of rails supplied, period of supply and the date of commencing operations on Metro/ Railway system. These rails should have satisfactory performance in at least one Metro/Railway system for 3 years period under train operations. The details of address, contract person, fax / e mail is also to be furnished. In absence of the above statement / details, offer will be summarily rejected. In case design speed, axle load is not included in the client certificate, the bidder shall submit undertaking specifying design speed and axle load. Note: Aforementioned condition for rails to have 3 years period under train operation may be deleted as this shall restrict competition and give advantageous position to certain manufacturer.	The bidder shall furnish the details of supplies made for the goods being procured in this contract i.e. 60 E1, IRS-T-12-2009, 1080 grade HH rails. Details should include a performance certificate which should include purchase order details, name of purchaser, the railway projects/ MRTS Project, where used / being used / being used, the design speed and axle load of the section, quantity of rails supplied, period of supply and the date of commencing operations on Metro/ Railway system. These rails should have satisfactory performance in at least one Metro/Railway system for 3 years period under train operations. The details of address, contract person, fax / e mail is also to be furnished. In absence of the above statement / details, offer will be summarily rejected. In case design speed, axle load is not included in the client certificate, the bidder shall submit undertaking specifying design speed and axle load. Note: Aforementioned condition for rails to have 3 years period under train operation may be deleted as this shall restrict competition and give advantageous position to certain manufacturer.	As per Tender Condition.
34	Section III, Evaluation and Qualification Criteria Annexure- B Financial Data Pg. No-40	FORM - "Annexure - B: Financial Data" S. No. 1 requires: "Total value of Rail supply done as per audited financial statements"	"Annexure - B" Financial Data Form requires Total value of Rail supply done as per audited financial statements in this regard we may like to inform that our audited financial statements are prepared in accordance to applicable laws and consequently statutory auditors discharge their obligations. Annual Turnover from rails supply is a part of audited gross annual turnover, but is not audited as a standalone figure. Chartered Accountant shall certify "Annexure - A" Financial Data Form in compliance to tender conditions. Kindly confirm?	As per Tender Conditions. Please submit required data certified by Chartered Accountant.
35	Section 1: ITB - 27-1A(b), Bid Opening Page-23	The Financial Package of only those bidders will be opened whose bids are in compliance of Qualification criteria, schedule of requirements, technical specifications, and accompanied with all necessary documents as provided in the bid documents.	Will the Financial Package Opening be on the same day as the Technical Opening?	Financial Package of Eligible Bidder will be opened on later stage after evaluation of Technical Packages. Please refer clause 27.1A (b) also.
36	Section II: Bid Data Sheet ITB 19.1 (b) Pg-33	After sales service is: "required".	Could you please elaborate on the after sales service required to be provided.	As per Tender Condition.
37	Section VI: Schedule of Requirements List of Goods & Delivery Schedule: Pg-56	Supply of 9200 MT UIC 60E1, IRS-T-12-2009 Head Hardened Rails for Kanpur Supply of 8800 MT UIC 60E1, IRS-T-12-2009 Head Hardened Rails for Agra	Please confirm that there is an error in the MT mentioned and List of Goods & Delivery Schedule is to be instead read as: Supply of 9100 MT UIC 60E1, IRS-T-12-2009 Head Hardened Rails for Kanpur Supply of 8600 MT UIC 60E1, IRS-T-12-2009 Head Hardened Rails for Agra	Please refer Annexure 4 of Addendum 1.
38	Section VII: GCC -32 Change Orders and Contract Amendments Pg. No-172	Section VII: GCC -32 Change Orders and Contract Amendments 32.1 The Purchaser may at any time order the Supplier through notice in accordance with GCC Clause 7, to make changes within the general scope of the contract in any one or more of the following: a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) method of shipment or packing; (c) the place of delivery; and (d) the Related Services to be provided by the Supplier.	While we request you to kindly appreciate that we deliver a standard product as per IRS-T-12-2009 specifications, which also include Transport specifications, However regarding this Clause, we request you to kindly consider specifying a time period prior to production to enable us to effectively include this in our planning.	As per Tender Condition.
39	Section 1: ITB D. Submission and Opening of Bids Pg-21	23.1 The Bidder shall enclose the original and each copy of the bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY". These envelopes containing the original and the copies shall then be enclosed in one single envelope.	Could you please clarify if we have to submit One Original & 2 Copies of the Bid.	Bidders have to submit One Original & One Copy of the Bid properly Indexed and Hard Bound.
40		As per Notice-2 issued on 21.04.2020, the date of Tender submission is 22.05.2020	Given the current situation wherein the whole country of India is in lockdown, and with no certainty of when the situation will come back to normal, we request when this tender can be converted into an e-tender and the documents can be uploaded online and the BG can be couriered to the UPMRCL office. Since Europe is also in lockdown, the whole process of working in offices/banks is slower than normal. We request you to extend the date of tender submission to 15th June 2020, to give us sufficient time to get the BG issued from the Bank.	Please refer Annexure-1 of Addendum 1.
41	Notice-2 dt 21.04.2020	Notice-2 dated 21/04/2020 1) Date and Time of Submission of Tender: 22.05.2020 @ 15:15 Hrs Date and Time of Opening of Tender: 22.05.2020 @ 16:00 Hrs 2) Authority and place for submission of tender cost & Tender Security (EMD), seeking clarifications on tender documents and prebid meeting 2) Chief Engineer Contract UTTAR PRADESH METRO RAIL CORPORATION LTD, Administrative Building, Vipin Khand, Gomi Nagar, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Lucknow-226010, Uttar Pradesh, India	1) We request for extension of tender due date until 10th June 2020. Under these extra ordinary circumstances all over the world and everyone working from home, pace of work has undoubtedly slowed down. It will not be possible to prepare the offer in 7-10 working days after receiving the pre-bid reply / clarification. Further the original offer has to be received here in India. Courier services are badly affected making it unclear how much time it will take to get original set of the offer documents through courier from Europe. 2) Given the current situation, it is unsure if domestic flights / trains will be allowed to operate even in May / June hence making traveling unclear as well as risky. Hence we request you to kindly consider e-submission through e-procurement for this tender.	Please refer Annexure-1 of Addendum 1.

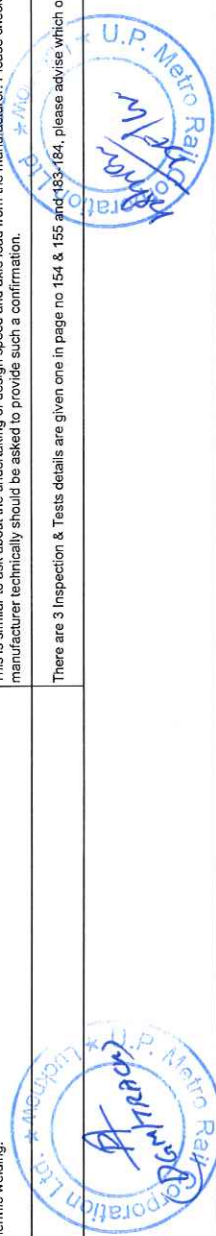


Sl. No.	Reference Clause No.	Existing Clause as per Bidder	Bidder's Clarification	UPMRC's Reply to Reference Clause
42	NIT-1.1.4A(II) Page no 2 of 9 of Notice of Invitation of Bids	Notice of Invitation of Bids -> 1.1.4 Qualification Criteria -> (ii) Experience and Technical capacity -> clause no (i) The bidder shall furnish the details of supplies made for the goods being procured in this contract i.e. 60 E1, IRS-T-12-2009, 1080 grade HH rails, details should include a performance certificate which should include purchase order details, name of purchaser, the railway projects/ MRTS Project, where used / being used, the design speed and axle load of the section, quantity of rails supplied, period of supply and the date of commencing operations on Metro/ Railway system. Minimum 5000MT of these rails should have satisfactory performance in at least one Metro/Railway system for 3 years period under train operations. The details of address, contract person, fax / e mail is also to be furnished. In absence of the above statement / details, offer will be summarily rejected. In case design speed, axle load is not included in the client certificate, the bidder shall submit undertaking specifying design speed and axle load.	Please note that IRS T-12-2009 1080 HH grade is grade of head hardened rails used only in India. The most common grade of head hardened rail used in the world is the European grade EN 13674-1 grade R350HT. It is not clear and not specified the quantity of head hardened rails for which you need the satisfactory performance certificate for 3 years period under train operations. Change Requested: The bidder shall furnish the details of supplies made for the goods being procured in this contract i.e. 60 E1, IRS-T-12-2009, 1080 grade HH or equivalent grade R350HT rails. Details should include a performance certificate which should include purchase order details, name of purchaser, the railway projects/ MRTS Project, where used / being used, the design speed and axle load of the section, quantity of rails supplied, period of supply and the date of commencing operations on Metro/ Railway system. Minimum 5000MT of these rails should have satisfactory performance in at least one Metro/Railway system for 3 years period under train operations. The details of address, contract person, fax / e mail is also to be furnished. In absence of the above statement / details, offer will be summarily rejected. In case design speed, axle load is not included in the client certificate, the bidder shall submit undertaking specifying design speed and axle load. Please note that the performance certificates issued by our customers / clients (from time to time) are for other metro project tenders in India and all over the world and hence may be older than 3 months. It is not possible to approach the customers and ask for new performance certificate for each and every tender. Further during this time almost all countries in the world are in lockdown and it not possible to get such performance certificates issued. No other metro tender in India till date has had this requirement. Request to delete this requirement: of performance certificate to be issued by the client should not be older than three months (from the last day of the previous month of tender submission)	As per Tender Condition. Please refer Annexure 8 of Addendum 1.
43	NIT-1.1.4 B (vii)(c) Page no 4 of 9 of NIT	Notice of Invitation of Bids -> 1.1.4 B Eligible Applicants -> (vii) (c):in case of performance certificate issued by the client, same should not be older than three month (from the last day of the previous month of tender submission) for the on-going Works.	Kindly clarify what is the definition of "any other metro organization (100% owned by Govt)". As per our understanding, this data / information is to be given for any other metro organization within India?	Please refer Annexure 15 of Addendum 1.
44	Page no 49 Bidding Forms Form 8A	Bidding Forms: Form 8A We do hereby undertake that following are the list of all the on-going Rails Supply Works awarded by UPMRC/ Any other Metro Organization (100% owned by Govt), or value more than 40% of NIT cost of work and the list of completed Rails Supply Works awarded by UPMRC/ Any other Metro Organization (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission) of value more than 40% of NIT cost of work.	We will quote the price for related services in foreign currency like Euro, US\$, JPY since we are a foreign bidder. We would quote the price for related services in foreign currency like Euro, US\$, JPY since we are foreign bidder. The total price of related services should be covered in the LC. The price for related services can be paid with the balance 10% payment of goods on receipt at Kanpur and Agra stores in undamaged condition. Same condition followed by DMRC, Pune Metro, Mumbai Metro, Bangalore Metro and all other metro organizations.	As per Tender conditions. Please refer clause ITB 15.1 of BDS.
45	Page 45 of Bidding Forms	Bidding Forms: 6. Price and completion Schedule: Related Services The price for related services is to be quoted in INR.	We will quote the price for related services in foreign currency like Euro, US\$, JPY since we are a foreign bidder. We would quote the price for related services in foreign currency like Euro, US\$, JPY since we are foreign bidder. The total price of related services should be covered in the LC. The price for related services can be paid with the balance 10% payment of goods on receipt at Kanpur and Agra stores in undamaged condition.	As per Tender Conditions. Please refer Annexure 4 of Addendum 1.
46	SCC 15.1. Point no. 4 INR Portion (i.e. Clearance and Transportation). 100% payment will be made on receipt of goods at Kanpur and Agra Store, in undamaged condition on submission of invoice in two copies.		Please note that 1st Lot delivery in 6 months is too short considering all the steps/Process which are to be completed i.e. ITP approval, nomination of inspecting agency, bloom production, rolling, inspection, packing, vessel sailing time, custom clearance and transportation on trucks till Agra/ Kanpur and final stacking. Hence we need more time for delivery of 1st lot. Delivery of 2nd & 3rd lot is ok. Further the total quantity written on the top is incorrect i.e. 9200MT and 8600MT.	As per Tender Conditions. Please refer Annexure 4 of Addendum 1.
47	Page no 86 of Section VI Schedule of Requirements	Section VI. Schedule of Requirements 1. List of Goods and Delivery Schedule: The Rails are required to be supplied in instalments as per the following schedule:	Please confirm availability of IEC code required by the custom authority for import of the rails? Please note that proper stacking area / ground for the stacking of the rails as given in the IRS-T-12-2009 specification has to be prepared by UPMRC. We will not be responsible for preparing any ground / stacking area for the rails at the final site / store. Please note that the bank guarantee is not issued on SFMS platform. Banks only confirm the bank guarantee on the SFMS platform from issuing bank to employer's bank. Change Requested The bank guarantee must be confirmed on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under: HDFC BANK TEKARI CHAMBERS, ASHOK MARG, LUCKNOW, IFSC Code: HDFC0001267 The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.	As per Tender Conditions. Please refer Annexure 4 of Addendum 1.
48	Appendix - XII of IRS-T-12-2009 (Correction Slip No. 1)	Import / Export Code IRS-T-12-2009: Arrangement of Stacking Free rails and welded panels	Please confirm availability of IEC code required by the custom authority for import of the rails? Please note that proper stacking area / ground for the stacking of the rails as given in the IRS-T-12-2009 specification has to be prepared by UPMRC. We will not be responsible for preparing any ground / stacking area for the rails at the final site / store. Please note that the bank guarantee is not issued on SFMS platform. Banks only confirm the bank guarantee on the SFMS platform from issuing bank to employer's bank. Change Requested The bank guarantee must be confirmed on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under: HDFC BANK TEKARI CHAMBERS, ASHOK MARG, LUCKNOW, IFSC Code: HDFC0001267 The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.	As per Tender Conditions. Please refer Annexure 4 of Addendum 1.
49	SCC 17.3 Page No 180	SCC 17.3 -> Bank Guarantee (a) Irrevocable bank guarantee in the prescribed format, given in Section IX of Part 3 of bid documents, issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign Bank payable at Lucknow. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under: HDFC BANK TEKARI CHAMBERS, ASHOK MARG, LUCKNOW, IFSC Code: HDFC0001267 The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.	Please note that the bank guarantee is not issued on SFMS platform. Banks only confirm the bank guarantee on the SFMS platform from issuing bank to employer's bank. Change Requested The bank guarantee must be confirmed on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under: HDFC BANK TEKARI CHAMBERS, ASHOK MARG, LUCKNOW, IFSC Code: HDFC0001267 The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.	As per Tender Conditions. Please refer Annexure 4 of Addendum 1.
50	Section II: Bid Data Sheet Cl. 34.1 Pg. No 35	Section II: Bid Data Sheet -> Clause 34.1 Bid Prices expressed in different currencies shall be converted into: Indian Rupees by using the exchange (bill selling) rate for these currencies at the close of business of the State Bank of India twenty eight days before the latest date of tender submital.	We have tried to find the ex-rates on SBI website, for fixed days, but we could not locate it. Please facilitate location where it can be found. Alternatively you can use the exchange rate data published on Financial Benchmark website (fbil.org.in), which is approved by the Government of India, and used by all other metro organization for the purpose of evaluation and comparison in the tenders.	As per Tender condition.
51	Page 38 & 40 Evaluation and Qualification Criteria Annexure 'A' Annexure 'B'	Section III Evaluation and Qualification Criteria -> Annexure A: Financial Data 10. Annual turnover (from Rail supplies) Annexure B: Financial Data (RAILS SUPPLIES WORK DONE DURING THE LATEST LAST FIVE FINANCIAL YEARS)	In both Annexure A & B forms the following is requested: "Annual Turnover (from Rail Supply)". We are a fully integrated steel mill producing steel and many other steel products. Such specific information related to turnover of rail supply only does not appear in our Financial Reports, so it is not possible to provide it. The only thing that appears in the Report is the volume of Tons sold in each year of rail product. We would have to request clarification / modification of this point. A proposal could be the following: * indicate in a row the "Annual Turnover" of all the products. * indicate in the next row, "Annual volume of sales in Tons" or similar.	As per Tender condition. Please submit required data certified by Chartered Accountant.

Sl. No.	Reference Clause No.	Existing Clause as per Bidder	Bidder's Clarification	UPMRC's Reply to Reference Clause
53	SCC 11.1 Page 178	Details of Shipping Document and Other Documents to be furnished by Supplier	Based on our previous experience, it will not be possible to provide all the documentation within a week from shipment, especially considering that you are requesting the inspection certificate issued by a third party designated by the buyer. Proposed Change: "Copy of documents shall be furnished by supplier as soonest as possible after the dispatch of material, but in any case, before the arrival of the Goods"	Please refer Annexure-7 of Addendum 1.
54	SCC 15.1 Page 178	SCC 15.1 3. Payment of foreign currency (freely convertible international trading currency) portion (i.e. supply of Rails) 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 Bankers of the Purchaser based at Lucknow. LC Opening charges shall be borne	We would like to have the option to get the LC confirmed, at our charges. Kindly change accordingly to have the option of "LC confirmation". Also the LC should cover the Supply of rails and the Cost of related services. Proposed Change: Payment of foreign currency (freely convertible international trading currency) portion (i.e. supply of Rails and related services) shall be made to the supplier through negotiable Letter of Credit (LC). LC shall be irrevocable, confirmed and divisible. Part payment is allowed. LC is opened through Bankers of the Purchaser based at Lucknow. LC Opening charges shall be 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, including LC confirmation charges. If required by the Supplier, LC shall be opened as per quarterly cash flow statement based on delivery schedule and the payment schedule indicated in sub-clause 1 above.	As per Tender Condition.
55	Clause 22.2 Bid Data Sheet Page No 33	ITB 22.2: The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Notarised Power of Attorney by a person authorized by the resolution by Company's Board of Directors bearing the signature of both the authorizing as well as authorized persons. In case of partnership, consortium or joint venture, Power of Attorney(s) and Board Resolution(s) for each member of the partnership, consortium or joint venture shall be submitted. In case of Foreign Partners, Power of Attorney(s) and Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission or Member Countries of Hague convention may submit this entire document with "Apostille" stamp. Also in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.	Our POA is in Spanish language (along with English translation) and has been apostilled as per Hague convention. Please confirm this is okay.	Please refer clause 10 of ITB.
56	3.0 Bid Submission Form Page 45	3.0 Bidding Forms -> Form Of Tender (Bid Submission form) 7. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be paid, and that the tender price does not include any such amount. We acknowledge the right of the Purchaser, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.	The scope of work for this tender is very comprehensive which includes many additional work to be done in India like custom clearance, inter-carriage at the port, hiring of warehouse / temporary stock yard, transportation, stacking of rails and overall supervision of the project for smooth execution. We have to hire / avail the services / assistance of local companies / individuals to carry out the said activities to complete this project. This cannot be constituted as agency commission. Kindly delete this clause or amend suitable. All metro organizations follow the following clause: "As and when engaged, on the request of the purchaser, the bidder will provide details of companies / individuals and the amount paid or will be paid as commissions, fees etc with respect to the bidding process or execution of the contract"	As per Tender Conditions.
57	Notice of Invitation for Bids Pg. No-1	Tender submission Deadline	Covid-19 is an unprecedented situation/pandemic and every country is effected, as we all know due to COVID-19 movement is quite restricted since tender seek for many data/information which need to be arranged inhouse and also to be arranged from third parties. We foresee difficulty to collect the same timely hence in order to submit complete/competent proposal we request for atleast 1 month extension. Request you to kindly consider the same.	Please refer Annexure-1 of Addendum 1.
58	Section II, Bid Data Sheet ITB 14.6 (a) (iii) and (b)(ii) Page No-31	Final site locations	We understand this project is based upon delivery to final destinations in Kanpur & Agra, however in order to perform our feasibility study & to judge overall cost we need to know the final address of sites in Kanpur & Agra and please also let us know how many sites UPMRC has decided to receive Rails (1 site in Kanpur & 1 site in Agra)? Please share the details.	Supplier has to interface with the Track Work Contractor (KNPAGT-3) in advance for Stacking of Rails at Site in Kanpur and Agra.
59	GCC Clause 1(i) Definitions Subclause Page 157	Related Services	We understand related services here are not applicable for us as we are not responsible for installation. As for insurance we'll be taking insurance of goods till final destination and it will be included in our offer and we don't have to mention insurance cost separately in the bid form/price.	As per Tender Conditions
60	BDS ITB 14.6 (b) (f) Page 31	Custom Duty	We understand Custom duty will be paid by UPMRCL directly to port authorities, however for clarification purpose please confirm if custom duty components which will be paid by UPMRCL directly to Customs are Basic Custom Duty + Surcharge + IGST = Custom duty. Our understanding is that Custom Duty amount is equal to the amount on Custom Challan. Since Custom Duty is paid by UPMRCL directly the cost of same is not to be incorporated in bid price form.	As per Tender Conditions. Please refer 14.6 (b) of BDS (Section II) and Annexure 3, 12 & 14 of Addendum 1.
61	ITB.CI.19 Establishing the Qualifications of the Bidder Pg18	Maintenance, repair	We understand the tender is for supply of Rails and bidder has to give warranty of 24 months, hence product does not require a Maintenance, repair.	As per Tender Conditions
62	BDS ITB 14.6 (b) Page 31	Port Handling Charges	We understand as per the provisions of the tender Port handling charges will be reimbursed to supplier in the same currency as paid to port authority and such price should not be included in offered prices. Please confirm. Please also let us know what are the port handling charges, this is to avoid any dispute with UPMRCL later during execution of project and submission of bill for payment. If these are defined in tender then there wont be any discrepancy/dispute at later date. Please advise?	As per Tender Conditions. Please refer 14.6 (b) of BDS (Section II).



Sl. No.	Reference Clause No.	Existing Clause as per Bidder	Bidder's Clarification	UPMRC's Reply to Reference Clause
63	ITB 35.4 (b) Page No 27	Evaluation of Bid.	We understand customs duties and other similar import duties and taxes is excluded from evaluation and/or comparison of price quoted by various bidders and thus only CIF + Local clearance & transportation cost will be compared to reach final price. Please note custom duty is one of the key cost component for UPMRC as a project owner/consumer of Rails where there is no credit advantage available with UPMRC. Further, custom duty varies for different countries. For example under Project Import Registration there is a concession of 5% and applicable custom duty is 5.5% including surcharge, it is applicable for import from any origin, however, for rails of Japanese origin, there is another concession made available by Government of India under FTA between Government of India & Government of Japan (JUCEPA) where the basic custom duty % is only 0.99% against 5.5% under Project Import Registration. UPMRC being a government company should consider all concessional duty advantage made available by Government of India. So, in order to judge the L-1 price adding custom duty to price comparison is more efficient or else UPMRC will land up paying higher landed cost. To summarize, evaluation of the financial bid should be on the basis of Landed Cost to UPMRC (including custom duty).	As per Tender Condition, Please refer Annexure 2, 3, 12 & 14 of Addendum 1 for further clarification.
64	1.1.4 A. (II) (ii) Page 2 of 9 of NIT	Performance Certificate	We have been supplying HH Rails to Indian Market for more than a decade and our rails are running in Indian Metro/Railway network for many years (including Lucknow Metro Phase- 1). Please note we have gathered Performance Certificate from our customers/project owners however generally all customers have their own format to issue certificate and it is quite difficult to get all desired details needed in this tender in Performance Certificate, although we tried many times in the past to request customer to re-issue certificate based upon our request but everytime the same has been rejected. We suggest once PC is submitted, it is imperative for UPMRC to verify the authenticity of such certificate and also check on the performance from the issuer of such Performance Certificate. Additionally, please quote the clause of IRS-T-12-2009 where the manufacturer is required to give an undertaking for Design Speed and Axle Load. It is far beyond the scope of the manufacturer to vouch for Design Speed and Axle load. Please explain the background of such a requirement. We think that this statement is incomplete or is having some typographical error. Completion of what?? Supply till port, or to the customers yard. Please suggest. Please clarify the reason of giving a limitation in issuing date. Because for ongoing supplies we get a supply certificate within week of completion of supply. These dates can vary and can fall beyond three months requirement of UPMRC.	As per Tender Conditions
65	1.1.4 B (v) Page 4 of 9 of NIT	(v) The applicant shall submit user certificate for successful completion..... as on submission date of tender. failure to submit would result in disqualification.		Please refer Clause 1.1.4 A. (II) (ii) regrading user Certificate.
66	1.1.4 B (vii) (c) Page 4-5 of 9 of NIT	21.3 The Bid security shall be a demand guarantee in any of the following forms at the Bidders option: (a) Irrevocable bank guarantee issued by a Scheduled Commercial bank (including scheduled Commercial Foreign Banks) in India in the form given in Bidding Forms Section IV of Supply Requirements. (b) Demand Draft / Pay Order / Bank Draft in favour of Uttar Pradesh Metro Rail Corporation Ltd. payable at Lucknow from a Scheduled Commercial Bank based in India. (c) Fixed Deposit Receipt (FDR) of a Schedule Commercial bank / Post Office based in India duly pledged in favour of Uttar Pradesh Metro Rail Corporation Ltd. In case of a bank guarantee, the bid security shall be submitted using the bid security Form acceptable to the purchasers. The Form must include the complete name of Bidder. In case of joint venture/consortia, Bank Guarantee or FDR for Tender Security shall be in the name of joint venture/consortia and not in name of individual members. The Bid security shall remain valid up to 236 days from the date of submission of tender.		Please refer Annexure 8 of Addendum 1.
67	ITB 21. Bid Security Page 19		Please confirm whether we can use RBI's listed Scheduled Commercial Banks for Bank Guarantee. https://rbidocs.rbi.org.in/rdocs/contentpdfis/088ANKLISH08102018_A1.pdf	As per Tender Conditions
68	BDS ITB 19.1 (a) Page 33	Manufacturer's authorization is, "required" and manufacturer will also be contract party.	As per the format of the Manufacturer's Authorization, it seems that the Authorized Supplier shall be the contract party, not the Manufacturer. Most of our Indian Metro customers, who we supplied our rails, required the supplier to be the only contract party. Please remove the requirement of Manufacturer to be a contract party.	As per Tender Conditions. Please also refer reply at Sl. No. 12 above.
69	Annexure B- Financial Data Page 40	Total value of Rails Supply done as per audited financial statements	Our financial statement do not have a separate head for Rail supplies as we deal in multiple products. Kindly modify it to Total value of Supplies.	As per Tender Conditions. Please submit required data certified by Chartered Accountant.
70	Annexure B- Financial Data Page 40	The above financial data will be updated to 31.01.2020 price level assuming 5% inflation for Indian Rupee every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.	We suggest you to give a fixed Forex rate by stating some particular date. The reason behind this is, if we keep the bid submission date as a reference date of counting the date of forex exchange, we have to recalculate documents again, which is a heavy task, and again we have to get the management approval. If those extension is kept minimum 4 weeks, we may be ready to submit, but if it is just one-two weeks extension, it will be difficult for foreign suppliers to re-prepare the forex related documents and get a signature on it again.	As per Tender Conditions
71	ANNEXURE - A Technical Proposal/ Details to be submitted by the Tenderer's as a part of Technical Package Page 59	A confirmation in regard to weldability of 1080 HH grade rails proposed to be supplied as per IRS-T-12-2009 by short pre-heat process of Aluminothermic welding technique as specified in Indian Railway Specification IRS-T-19 (latest version) for Fusion welding of rails by Aluminio-Thermic process duly following the provisions of Indian Railway Manual for Aluminio-Thermic welding.	IRS-T-19 is not a part of IRS-T-12-2009, and as a manufacturer we cannot guarantee or confirm any requirement which is not in the scope of IRS-T-12-2009. Our rails are in Indian network since decades and till now we have not faced a single complaint regarding the weldability of rails including from Lucknow Metro Project. Also in IRS-T-19, failure of weld is not attributed to the manufacturing of rails. All tests pertaining to the chemistry is already laid out in IRS-T-12-2009 and we comply to it 100%. So why should then the manufacturer provide a confirmation for the weldability which is not its scope. This is similar to ask about the undertaking of design speed and axle load from the manufacturer. Please check with RDSO if the manufacturer technically should be asked to provide such a confirmation.	As per Tender Conditions. Please submit required data certified by Chartered Accountant.
72	Inspection and Testing Page 154, 155 & 183-184		There are 3 Inspection & Tests details are given one in page no 154 & 155 and 183-184, please advise which one is correct.	Please refer Annexure 5 & 6 of Addendum-1



Sl. No.	Reference Clause No.	Existing Clause as per Bidder	Bidder's Clarification	UPMRC's Reply to Reference Clause
73	Packing and Documents Page 165	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of goods final destination and the absence of heavy handling facilities at all points in transit.	Packing shall be done strictly as per IRS-T-12-2009 upto Slip No 4. Please modify the clause accordingly to avoid disputes at a later stage. As per Tender Conditions and as per IRS-T-12-2009 (updated).	
74	SCC-15.1 Page 178 -179	1. a) 90% payment on proof of inspection Certificate of material and shipment on receipt of all shipping documents, i.e. Bill of Lading, and Proof of Marine Insurance Policy on each shipment/consignment. b) 10% payment on receipt of goods at Kanpur and Agra Store in undamaged condition. 2. Deleted 3. Payment of foreign currency (freely convertible international trading currency) portion (i.e. supply of Rails) 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 Bankers of the Purchaser based at Lucknow. 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. LC shall be opened as per quarterly cash flow statement based on delivery schedule and the payment schedule indicated in sub-clause 1 above. 4. INR Portion (i.e. Clearance and Transportation): 100% payment will be made on receipt of goods at Kanpur and Agra Store, in undamaged condition on submission of invoice in two copies. 5. Payment of custom duty: The custom duty at concessional custom duty rate by Project Import Registration in terms of Government of India Notification No. 42/96 custom dated 23.07.1996 will be paid directly by UPMRC to Custom authority on furnishing of demand notice from Custom authority by the contractor at least 3 working days in advance for payment. The contractor will furnish the receipt of Custom Duty payment, Bill of Entry etc., to UPMRC and will be responsible for final assessment of Custom duty by Custom authority. Port handling charges will be reimbursed to the Supplier by UPMRC on submission of documentary proof.	- 'b) 10% payment on receipt of goods at Kanpur and Agra Store in undamaged condition." Understand CIF payment will be made through LC with 90% 10% payment method as defined in the tender documents, however for C&T payment will be released only after satisfactory receipt of goods at UPMRC stores. Since no time period is written by when such payment will be released by UPMRC, our proposal is once material is delivered to UPMRC, then UPMRC will issues us Material Receipt/acceptance Certificate within 3 working days and after receipt of same UPMRC will release payment for C&T within 7 working days from issuance of invoice for C&T along with photocopy of MRC. Could you please advise the LC opening Bank?	As per Tender Conditions.
75	SCC 30.1 Page 182	The Contract Price shall be adjusted to take into account any new taxes or any statutory variation in Custom Duty, Excise Duty and Sales Tax (GST as applicable) on 'finished product' item during the contractual completion period (after the date of submission of tender) and shall be to the Purchaser's account for which the Supplier shall furnish documentary evidence in support of their claims. However, any increase in the cost due to new taxes or change in the existing taxes introduced during the extended contractual completion period due to the Supplier's fault (as per GCC clause 33.2) shall be to the Supplier's account. Also, the Contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees from the last date of submission of tender.	Changes in Taxes/Duties - as per this clause change is applicable on goods however there are taxes which are applicable for C&T, hence any change in tax will also be applicable on C&T.	Please refer Annexure 3, 12 & 14 of Addendum 1
76	SCC Additional clause 7 Page 183	7. PRICING / CURRENCY: a. The supplier shall quote the rates in Indian Rupees and / or in freely convertible international trading currencies (USD/Euro/JPY etc.) on DDP Lucknow basis. b. All the duties, taxes, charges, levies etc. on arrival up to Purchaser's store at Kanpur/Agra shall be borne by the Supplier except custom duty. c. TDS (Tax Deducted at Sources) as applicable and any other statutory deduction as per Govt. of India Laws, if any, shall be deducted from supplier's bills.	TDS is not applicable for import of goods.	As per Tender condition.
77	SCC Additional Clause 10 (Page 184 - 189)		SHE is not applicable as it is a supply contract not works contract further for transportation of goods since the scope is quite limited hence entire SHE cannot be applicable for import of rails.	As per Tender Condition. This Clause is for safe unloading of rails and its stacking at site in Kanpur and Agra by Supplier.
78	Page Numbering			There is duplication of page numbering from 46 to 51 in BDS. However document is complete.



Addendum-01 for KNPAAGT-1

Sl. No.	Tender Part	Section	Page No.	Replaced by	Remarks / Changes	Annexure
1	--	NIT	1	1R	Related to Tender Submission date.	Annexure 1
2	--	NIT	3	3R	Minimum Eligibility criteria for Developmental Order	Annexure 2
3	Part-1	Section-III, Evaluation and Qualification Criteria	-	41A & 41B	Eligibility criteria/Clarifications for Regular & Developmental Order	Annexure 3 (Page 1 to 6)
4	Part-2	Section-VI, Delivery Schedule	56	56R	Related to Quantity of Rails	Annexure 4
5	Part-2	Section-VI, Inspection & Tests	154	154R	Page deleted.	Annexure 5
6	Part-2	Section-VI, Inspection & Tests	155	155R	Related to Inspection & Tests	Annexure 6
7	Part-3	Section-VIII, SCC	178	178R	Related to Clause 11.1	Annexure 7
8	--	NIT	4	4R	Related to performance of tenderer.	Annexure 8 (Page 1 to 2)
			5	5R		
9	Part-1	Section-I, ITB	20	20R	Related to validity of Bid Security	Annexure 9
10	Part-1	Section-IV, Bidding Forms	46	46R	Related to validity of Bid Security	Annexure 10
11	Part-3	Section-VIII, SCC	180	180R	Related to PBG	Annexure 11
12	Part-3	Section-VIII, SCC	179	179R	Related to GST & Performance Security	Annexure 12
13	Part-3	Section-VII, GCC	162	162R	Related to GST	Annexure 13
14	Part-1	Section-I, ITB	16	16R	Related to GST & Custom Duty	Annexure 14 (Page 1 to 2)
			17	17R		
15	Part-1	Section-IV, Bidding Forms	49	49R	Page deleted.	Annexure 15 (Page 1 to 2)
			50	50R		
16	Part-1	Section-IV, Bidding Forms	50	50R	Price Schedule Form 5	Annexure 16
17	Part-1	Section-IV, Bidding Forms	51	51R	Price Schedule Form 6	Annexure 17
18	Part-1	Section-I, ITB	27	27R	Related to GST	Annexure 18
19	Part-1	Section-II, BDS	31	31R	Related to Contract Price	Annexure 19
20	Part-3	Section-VIII, SCC	190	190R	Priority of Documents	Annexure 20
21	Part-1	Section-I, ITB	29	29R	Related to Performance Security	Annexure 21
22	Part-1	NIT	8	8R	Related to period of existing commitment	Annexure 22
23	Part-1	Section-II, BDS	33	33R	Related to Bid Security	Annexure 23
24	Part-1	Section-II, BDS	34	34R	Related to date of submission of Bid	Annexure 24
25	Part-1	Section-II, BDS	32	32R	Related to Project Import Registration	Annexure 25
26	Part-1	Section-III, Evaluation and Qualification Criteria	41	41R	Related to duration of work in hand	Annexure 26
27	Part-1	Section-IV, Bidding Forms	47	47R	Related to Performance Guarantee and time of completion	Annexure 27
28		NIT	6,7	6R, 7R	Related to Financial Standing	Annexure 28



Notice of Invitation for Bids**1.1 GENERAL****1.1.1 Name of Work:**

Uttar Pradesh Metro Rail Corporation (UPMRC) Ltd. invites Open Tenders on International Competitive Basis (ICB) from eligible applicants from all countries and all areas, who fulfil qualification criteria as stipulated in Section III of bid documents, for the work, "Contract KNPAGT - 1: Supply of 17,700 MT Head Hardened Rails (60 E1, IRS-T-12-2009, 1080 grade HH) for Kanpur and Agra Metro."

1.1.2 Key details

Approximate cost of work	INR 1,269.01 <u>1250</u> Millions
Tender Security amount	INR 12.69 <u>12.50</u> Million or US\$ 1,76,288 <u>1,73,650</u> /- or € 1,63,400 <u>1,61,000</u> /- Validity of Tender Security in case of BG & FDR should be as per clause 21 of ITB.
Completion period of the Work	18 <u>30</u> months from establishment of LC
Tender Document available for sale	From 21.02.2020 to 31.03.2020 (between 10:00 Hrs to 17:00 Hrs) on working days
Cost of Tender Document (Non-Refundable)	INR 23,600/- or US\$ 328/- or € 304/- (inclusive of 18% GST) Non-Refundable (Demand Draft /Banker's cheque) in favour of "Uttar Pradesh Metro Rail Corporation Ltd" payable at Lucknow.) (GST Registration No. shall be provided along with the tender cost, if applicable)
Last date of Seeking Clarification	08.04.2020 (Up to 17:00 Hrs) (Queries from bidders after due date shall not be acknowledged)
Pre-bid Meeting	08.04.2020 at 15:00 Hrs
Last date of issuing addendum	15.04.2020 <u>09.12.2020</u>
Tender Submission Date and time	29.04.2020 <u>11.01.2021</u> up to 15:00 Hrs.
Date & time of opening of Tender (Technical Bid)	29.04.2020 <u>11.01.2021</u> at 15:30 Hrs.
Authority and place for submission of tender cost & Tender Security (EMD), seeking clarifications on tender documents and prebid meeting	Chief Engineer Contract UTTAR PRADESH METRO RAIL CORPORATION LTD, Administrative Building, Vipin Khand, Gomti Nagar, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Lucknow-226010, Uttar Pradesh, India

1.1.3 Lucknow Metro Rail Corporation Limited (LMRC), a 50:50 jointly owned Company of Government of India and Government of Uttar Pradesh has been reconstituted as per the approval of the Government as single SPV by rechristening it as "Uttar Pradesh Metro Rail Corporation Ltd. (UPMRC)" for implementation of Metro Rail

- Quality control system and detailed quality assurance plan.
- (iv) The rails proposed to be supplied in this bid are as per IRS-T-12-2009 Specifications (upto ACS No. 4 dated 04.03.2019). The bidder shall furnish clause by clause confirmation of IRS-T-12-2009 Specifications for the rails proposed to be supplied in this contract.
- (v) The bidder should submit Technical Proposal as per Annexure "A" of Technical specification, in the absence of the same offer will be summarily rejected.
- (III) **For eligibility criteria of Developmental Order and additional clarification on Regular Order, refer Annexure "D" of Section III, Evaluation and Qualification Criteria.**

1.1.4 B. Eligible Applicants:

- (i) The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the subclauses of Clause 1.1.4 (A) of NIT. In the case of a JV or Consortium, all members of the Company / Firm shall be jointly and severally liable for the performance of whole contract. The JV or Consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV or Consortium during the tendering process and, in the event the JV or Consortium is awarded the Contract, during contract execution.
- (ii) (a) A Tenderer and in case of JV or Consortium, all partners constituting the Tenderer may be from any country and all areas.
 (b) A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a JV. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- (iii) Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for on implementation of the project;
 - b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - c) a tenderer lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to procurement for on implementation of the project, if the personnel would be involved in any capacity on the same project.
- (iv) A firm, who has purchased the tender document in their name, can submit the tender either as individual firm or in joint venture/Consortium.

Annexure-D**ELIGIBILITY CRITERIA/CLARIFICATION FOR DEVELOPMENTAL ORDER:**

A. For Regular Orders, Supplier has to quote price in Price schedule 4 & 6 only. Custom duty plus applicable cess & related IGST should not be included in the quoted price in Price Schedule 4 of Bidding Forms & shall be paid directly to Custom Authority in term with clause ITB 14.6(b) of BDS of this tender. All taxes, duties, levies etc. in purchaser's country excluding GST on Price Schedule 6 of Bidding Forms is included in contract price. GST shall be paid extra on submission of actuals/documentary proof.

Total Quoted Amount of Eligible Bidder of Regular Supply shall be compared without considering Custom Duty, Cess, IGST or GST.

B. For Developmental Order: The Purchaser may accept a tender of Domestic Manufacturer for part of the quantity (maximum up to 20% of regular supply) as Development Order subject to following:

- i) Notwithstanding the inter-se ranking, only domestic bidders will be considered for the placement of developmental order up to 20% of net procurable quantity provided UPMRCL is satisfied that technical capability and manufacturing capacity is available with the bidder duly certified by RDSO.
- ii) There should not be any change in manufacturing process after the evaluation/assessment by RDSO and a declaration to this effect shall to be given by the manufacturer. In case of any change in process, evaluation/assessment earlier done by RDSO shall not be considered valid.
- iii) Domestic manufacturer who does not have proven performance of supply of rails in the past on passenger traffic/mixed traffic railway system or does not meet the eligibility criteria stipulated for regular order as per Clause 1.1.4 & 1.1.5 of NIT of this bidding document, may be considered for developmental order up to 20% of the "Net Procurable Quantity (NPQ) as per Railway Board's letter No.99/RS(G)/709/1/Pt. dated 13.01.2015 (enclosed), provided UPMRCL is prima facie satisfied that technical capacity and manufacturing capability is available with the bidder as per the evaluation by RDSO and such bidder having given an undertaking for availability of requisite machinery and manufacturing facility for complying provision of Para-21 of IRS-T-12/2009 for producing rails conforming to the level of hydrogen content stipulated therein.
- iv) However, Bidder to submit all details/documents to extent possible as per Qualification Criteria 1.1.4 & 1.1.5 of NIT of this Tender. **All other terms & conditions of Tender KNPAGT-1 will remain same for Domestic Manufacture also.**
- v) For Developmental Order, Domestic Supplier has to quote price in Price Schedule 5 & 6 of Bidding Forms only considering 20% of Net Procurable Quantity. All taxes, duties, levies etc. in purchaser's country excluding GST on Price Schedule 5 & 6 of Bidding Forms is included in contract price. GST shall be paid extra on submission of actuals/documentary proof.



- vi) Quantity of rails under development order shall be supplied at Kanpur or Agra. If awarded, all rails under development order shall have to be supplied within 12 months at Kanpur or Agra from the date of award (date of letter of acceptance).
- vii) Placement of developmental order will be considered only when the rate received from Domestic Manufacturer qualifying for developmental order in equivalent INR is lower than the lowest rate received from the Eligible Bidder for regular order or in case rate quoted by Domestic Manufacturer is higher than the lowest rate quoted by Eligible Bidder for regular order, then developmental order to Domestic Manufacturer shall be given at best at the lowest rate quoted by Eligible Bidder in equivalent INR for regular supply.
- viii) Quoted Rate of Lowest Bidder for Regular Supply and Quoted Rate of Domestic Manufacturer for developmental order for per ton of supply shall be compared without considering Custom Duty, Cess, IGST or GST.
- ix) Payment Terms for Domestic Manufacturer for Development Order shall be same as per Tender except mode of payment. For Domestic Manufacturer, UPMRC will pay directly and not to be done through Letter of Credit (LC).
- x) Tender Security for Developmental Order will be same as that of Regular Order as per NIT. However, Performance Security will be 3% of actual awarded contract price for Regular Order or as the case may be for Developmental Order.



Government of India
Ministry of Railways
(Railway Board)

No. 99/RS(G)/709/1/Pt.

New Delhi, 13.1.2015

The General Manager, All Indian Railways & PUs including NF(C).
The General Manager, CORE, Allahabad.
The General Manager, Metro Railway, Kolkata.
The Director General, RDSO, Lucknow & NAIR, Vadodara.
CAO/Workshop Projects organisation, 1st Floor, Chamber Bhawan, J.C. Road,
Patna -800001.
CAOs of DMW, Patiala, COFMOW, New Delhi, RCF/RBL and RWP/Patna.

Subject: Development of vendors.

- Ref:** (i) Railway Board's letter No.68/Dev. Cell/IGRI/48 dated 01.07.1969.
- (ii) Railway Board's letter No.77/RS(G)/779/17 dt. 23/27-1-1979.
- (iii) Railway Board's letter No.99/RS(G)/709/1 dt. 6.9.99.
- (iv) Railway Board's letter No. 99/RS(G)/709/1 dated 16.9.99
- (v) Railway Board's letter No.2001/RS(G)/779/4 dated 5.8.2002
- (vi) Railway Board's letter No.99/RS(G)/709/1 dt. 3.5.2005
- (vii) Railway Board's letter No.2005/RS(G)/709/1 dt. 17/11/2006
- (viii) Railway Board's letter No.99/RS(G)/709/Pt.1 dated 29.6.2007.

1. Indigenisation and economy in purchase have been emphasised in Railway Budget 14-15. Both necessitate a re-look at the current policy norms for development of vendors. Accordingly the following will be the policy for development of vendors in supercession of all previous instructions on the subject.
2. **Placement of development order should be considered only -**
 - (i) where the approved sources are not adequate and it is desirable to develop more sources for bringing in more competition or improvement in quality or indigenisation.
 - (ii) Where the rates received from new sources are lower than those applicable to approved sources and where new source are having potential for supply of quality material and are having infrastructure of plant and machinery and testing equipment.
3. **Developmental orders can be categorized in two broad categories as indicated (A and B) below:-**



AM



41C

A. Placement of developmental order in regular tenders-

(i) When the vendor approving/registering agency grades vendors in Part-I and Part-II firms:

(a) The developmental order quantity on a firm in such cases can be upto 5% of the net procurable quantity (NPQ) The quantity ordered as developmental order can be within or outside NPQ.

(b) However, for such items, where the number of sources is considered inadequate or for developing indigenous sources for imported items, the quantity restriction of 5% will not apply. For such items, the total quantity to be ordered on new sources can exceed 5% limit (outside NPQ). For this, a special condition will be incorporated in the tender document indicating the quantity which can be considered for placement as developmental order. This special condition will be incorporated after the quantity to be specified has been duly justified and the proposal has been concurred by Finance. As a guideline, the quantity which can be ordered as a developmental order on a vendor may be the minimum quantity required for approval of a vendor as part I/ part II status.

(ii) When the vendor approving/registering agency grades vendors only as registered/approved vendor (i.e. there is no system of dividing the firms into Part-I and Part-II categories):

Developmental order can be given upto 20% of the NPQ on unregistered/untried firms about whom Railway is prima facie satisfied that they are capable of executing the order. This 20 % quantity will be within the NPQ. However, there may be some cases of procurement of materials where Railways may not be willing to undertake the risk of the failure on the part of the supplier on whom the developmental orders have been placed. In such cases, Railway may go in for increased purchase quantity in consultation with Finance and keeping in view budgetary and other aspects so that 100 percent order could be placed on registered/approved suppliers and quantity not more than 20% of NPQ could be placed as a developmental order outside the NPQ.

(iii) It is considered advisable even to permit differential rates within reasonable limits to different firms, as it is in the railways interest to develop multi sources.

B Placement of developmental order through developmental tender:

(i) This is done where the number of sources is considered inadequate or for developing indigenous sources for imported items or for new product development.

(ii) In such cases, it is considered advisable even to permit differential rates within reasonable limits to different firms, as it is in the railways interest to develop multi sources.

(iii) The quantity ordered in a developmental tender should be enough for an entrepreneur to acquire or develop the know-how and also to absorb the expenses of making investment in M&P. The facility of pre-bid conference can be used to get an understanding of such quantity .

A special condition will be incorporated in the tender document with Finance concurrence indicating the quantity which can be considered for placement as a developmental order.



AM



41D

- (iv) To ensure that only capable vendors participate, a suitable eligibility criteria will be incorporated in the bid documents. The facility of pre-bid conference can aid in the understanding of adequacy of eligibility criteria.
- (v) Approved vendors for an item will not be permitted to quote in developmental tender of that item.

4. Procedure for identification of firms for development:

- (i) The system of open tendering followed on Indian Railways provides an opportunity towards development of new sources. Wherever offers from new sources are received and such sources are prima-facie suitable to develop a particular item, they should be developed in a time bound manner. The source approving authority should ascertain the capacity/capability of such sources in shortest possible time say within 6 months of advice from purchase authority.
- (ii) For issue of developmental tender, Railways may call for expression of interest by giving wide publicity for development of sources.
- (iii) The approval of sources should be done after ensuring acceptable Quality Assurance Programme, technical capability, adequate testing equipment for maintaining quality standards, adequate capacity and financial status. The approving agency should also lay down the process of manufacture, requirement of stage inspection, inspection procedure and the facilities necessary to maintain the quality level.

5. Upgradation:-

Vendor approving authorities are advised to ensure that transparent procedure, time frame and criteria for upgradation are laid down. After a firm has executed developmental order(s) fulfilling the required criteria and with satisfactory performance, it should be upgraded as approved vendor.

6. Nomenclature:

It is clarified that trial/developmental/educational orders have been interchangeably used in past. To avoid ambiguity, the term 'developmental order' should be used for all such orders and should be written on all such purchase orders.

This is issued with the concurrence of Finance Directorate.

J. Taneja
(J.C. Taneja)
Dy. Director Railway Stores (G)-I,
Railway Board

No. 99/RS(G)/709/1/Pt.

New Delhi, 13.1.2015

1. FA&CAOs, All Indian Railways & Production Units
2. PCEs, All Indian Railways & PUs, WPO/Patna, RCF/RBL, COFMOW, DMW
3. The ADAI(Railways), New Delhi (with 10 spares copies)
4. The Director of Audit, All Indian Railways

AM
for Financial Commissioner / Railways



41E

No. 99/RS(G)/709/1/Pt.

New Delhi, 13.1.2015

1. COSs, CMEs, CEEs, CSTEs, All Indian Railways & PUs, RCF/RBL/NDLS, COFMOW, CORE, WPO and RWP/Bela
2. The Directors—
 - (a) Indian Railway Institute of Sig. Engg. & Telecom, Secunderabad
 - (b) Indian Railway Institute of Mech. & Elec. Engg., Jamalpur
 - (c) Indian Railway Institute of Elect. Engg., Nasik
 - (d) Sr. Prof. (Material Management), NAIR, Vadodara
 - (e) Indian Railway Institute of Civil Engg., Pune
 - (f) Indian Railway Institute of Traffic Management, Lucknow
3. Director, Iron & Steel, 3, Koila Ghat Street, Kolkata
4. Executive Director (Stores), RDSO, Lucknow
5. Chief Commissioner, Railway Safety, Lucknow
6. Zonal Railway Training Institute, Sukadia Circle, Udaipur

J. Taneja

(J.C. Taneja)

Dy. Director Railway Stores (G)-I,
Railway Board

No. 99/RS(G)/709/1/Pt.

New Delhi, 13.1.2015

Copy to :

1. The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
2. The Secy. Genl., IRPOF, Room No. 268, FROA, Room No. 256-D & AIRPFA, Room No. 256-D Rail Bhavan

J. Taneja

(J.C. Taneja)

Dy. Director Railway Stores (G)-I,
Railway Board

Copy to:- Sr. PPSs / PPS / PS to :

1. MR, MOS(R)
2. CRB, FC, ME, ML, MM, MS, MT, SECY., DG (RHS), DG (RPF)
3. All AMs, Advisors & Executive Directors of Railway Board



41E

1. List of Goods and Delivery Schedule:

The Rails are required to be supplied in installments as per the following schedule:

Sl. No	Installment no.	Weight	Delivery time at DDP Kanpur and Agra from Establishment of Letter of Credit
Supply of 9200 <u>9100</u> MT UIC 60E1, IRS-T-12-2009 Head Hardened Rails for Kanpur			
1	Installment no. 1	3100 MT	06 Months
2	Installment no. 2	3000 MT	12Months
3	Installment no. 3	3000 MT	18 Months
Supply of 8800 <u>8600</u> MT UIC 60E1, IRS-T-12-2009 Head Hardened Rails for Agra			
1	Installment no. 1	3000 MT	06 <u>12</u> Months
2	Installment no. 2	3000 MT	12 <u>24</u> Months
3	Installment no. 3	2600 MT	18 <u>30</u> Months

NOTE:

- (i) Delivery allowance of (+) 1% and (-) Nil% of the total quantity supplied will be acceptable.
- (ii) No deviation in the last installment of the delivery schedule is acceptable. However, deviation in the delivery schedule may be accepted in an intermediate installment of delivery subject to it is being made up to the immediate next date of installment.



5. Inspections and Tests

The following inspections and tests shall be performed: [insert list of inspections and tests]

- 5.1 The testing and inspection of HH rails (60 E1 IRS-T-12-2009), 1080 Grade shall be strictly in accordance with the Inspection and testing plan approved by Purchaser.
- 5.2 The purchaser shall appoint Inspecting authority for pre-dispatch/pre-shipment inspection & testing of materials as per approved inspection and testing plan at purchaser's cost. Where no procedure for testing is specified, the supplier shall propose suitable standard or particular procedures for Purchaser's Approval.
- 5.3 In addition to the inspection and testing by inspecting authority, the purchaser or his authorized representative may also witness the tests and/or conduct test checks to be organized by supplier for validation of test/inspection by inspecting authority. The expense of such tests shall be borne by the supplier.
- 5.4 Periodically, during the Contract the purchaser/his authorized representative may conduct inspections of manufacturing activities at the premises of the supplier and those of his sub-suppliers. Such inspections shall include quality procedure checks, witness inspections, both routine and prototype, and shall also be for the purpose of monitoring progress. During each inspection suitably qualified staff shall be provided by the supplier.



5. Inspections and Tests

The following inspections and tests shall be performed: [insert list of inspections and tests]

- 5.1 The testing and inspection of HH rails (60 E1 IRS-T-12-2009), 1080 Grade shall be strictly in accordance with the Inspection and testing (ITP) plan approved by Purchaser. After rails are manufactured and inspected, the supplier shall submit the ITP duly filled with results.
- 5.2 The purchaser shall appoint Inspecting authority for pre-dispatch/pre-shipment inspection & testing of materials as per approved inspection and testing plan **at purchaser's cost**. Where no procedure for testing is specified, the supplier shall propose suitable standard or particular procedures for Purchaser's Approval.
- 5.3 In addition to the inspection and testing by inspecting authority, the purchaser or his authorized representative may also witness the tests and/or conduct test checks to be organized by supplier for validation of test/inspection by inspecting authority. The expense of such tests shall be borne by the supplier.
- 5.4 Periodically, during the Contract the purchaser/his authorized representative may conduct inspections of manufacturing activities at the premises of the supplier and those of his sub suppliers. Such inspections shall include quality procedure checks, witness inspections, both routine and prototype, and shall also be for the purpose of monitoring progress. During each inspection suitably qualified staff shall be provided by the supplier.



	<p>Jurisdiction of Courts</p> <p>Where recourse to a Court is to be made in respect of any matter, the Purchaser and the supplier agree to the sole jurisdiction of courts in Lucknow</p> <p>Suspension of Work on Account of Arbitration</p> <p>The reference to Conciliation / Arbitration shall proceed notwithstanding that the Supplies shall not then be or be alleged to be complete, provided always that the obligations of the Purchaser/its representative and the supplier shall not be altered by reasons of arbitration being conducted during the progress of the Supplies. Neither party shall be entitled to suspend the supplies or part of the supplies to which the dispute relates on account of arbitration nor shall payments to the supplier continue to be made in terms of the Contract.</p>
<p>SCC 11.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are: Invoice, negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. Copy of documents shall be furnished by supplier within one two week of dispatch of material.</p>
<p>SCC 14.1</p>	<p>Deleted</p>
<p>SCC 15.1</p>	<p>For Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in foreign currency in the following manner:</p> <ol style="list-style-type: none"> 1. The standard payment terms subject to recoveries, if any, under the Liquidated Damages Clause in General Conditions of Contract will be as under: <ol style="list-style-type: none"> a) 90% payment on proof of inspection Certificate of material and shipment on receipt of all shipping documents, i.e. Bill of Lading, and Proof of Marine Insurance Policy on each shipment/consignment. b) 10% payment on receipt of goods at Kanpur and Agra Store in undamaged condition. 2. Deleted 3. Payment of foreign currency (freely convertible international trading currency) portion (i.e. supply of Rails) 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 Bankers of the Purchaser based at Lucknow. LC Opening charges shall be borne

- (v) The applicant shall submit user certificate for successful completion as on submission date of tender, failure to submit would result in disqualification.
- (vi) The supplier will submit user certificate for the supply of Rails mentioned in clause 1.1.4 (A) along with their performance. The certificate should contain all the details, so that it can be established that supplier have experience of supplying the HH Rails required for UPMRC work.
- (vii)
- (a) UPMRC/ any other Metro Organisation (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer (including any member in case of JV/Consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in – Form No. 8 to Section IV (BiddingForms).
- (b) Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded / terminated by UPMRC/ any other Metro Organisation/Railway/Railway PSUs (100% owned by Govt.) after award during last 3 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in – Form No. 8 to Section IV (Bidding Forms).
- (c) ~~The overall performance of the tenderer (all members in case of JV/Consortium separately) shall be examined for all the on-going Rails Supply Works awarded by UPMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 40% of NIT cost of work and also for all the completed Rails Supply Works awarded by UPMRC/ any other Metro Organisation (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission), of value more than 40% of NIT cost of work, executed individually or in a JV/ Consortium. The tenderer shall provide list of all such works in the prescribed Performa given in Form No. 8A to Section IV (Bidding Forms). The tenderer (all members in case of JV/Consortium separately) may either submit satisfactory performance Certificate issued by the Client / Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/execution of work (for ongoing works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non-submission of either satisfactory performance Certificate from Client / Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) of Form No. 8A to Section IV (Bidding Forms). In case of performance certificate~~

~~issued by the client, same should not be older than three month (from the last day of the previous month of tender submission) for the on-going Works.~~

VIII

- a. Tenderer (including any member in case of JV/consortium) for the works awarded by UPMRC/ any other Metro Organisation (100% owned by Govt.) must have been neither penalised with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Rails Supply Contract of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in Form No. 9 to Section IV (Bidding Forms).
- b. If the tenderer or any of the Constituent 'substantial member(s)' of JV/Consortium does not meet the criteria stated in the Form No. 8 or-8A or 9, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms of Clause 1.1.4. B of NIT.
- c. If there is any misrepresentation of facts with regards to undertaking submitted vide Form No. 8, or performance in any of the works reported in the Form No. 8A, or undertaking submitted vide Form No. 9, the same will be considered as "fraudulent practice" under clause 35.1 of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 34.1 (a) (iii) & 35 of GCC.

IX Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/insolvency during the last 5 years. The tenderer should submit undertaking to this effect in Form No. 10 to Section IV (Bidding Forms).

X **LEAD PARTNER/ NON SUBSTANTIAL PARTNERS/ CHANGE IN JV/CONSORTIUM**

- a. Lead partner must have a minimum of 26% participation in the JV/Consortium.
- b. Partners having less than 26% 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.
- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.
- d. The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the JV agreement/ MOU submitted, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favour of other



- (c) Fixed Deposit Receipt (FDR) of a Schedule Commercial bank / Post Office based in India duly pledged in favour of Uttar Pradesh Metro Rail Corporation Ltd.

In case of a bank guarantee, the bid security shall be submitted using the bid security Form acceptable to the purchasers. The Form must include the complete name of Bidder. In case of joint venture/consortia, Bank Guarantee or FDR for Tender Security shall be in the name of joint venture/consortia and not in name of individual members. The Bid security shall remain **valid up to 236 days** from the date of submission of tender **31.08.2021**.

21.4 If a Bid Security is required in accordance with ITB Sub-Clause 21.1 and 21.2, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

21.5 If a Bid Security is required in accordance with ITB Sub-Clause 21.1 and 21.2, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

21.6 The Bid Security of the successful Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.

21.7 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
- (b) if the successful Bidder fails to:
- (i) sign the Contract in accordance with ITB Clause 42; or
 - (ii) Furnish a Performance Security in accordance with ITB Clause 43.
 - (iii) if the Tenderer has not accepted the correction of his Tender Price in terms of Clause No. 33 of ITB.

21.8 The Bid Security of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been legally constituted into a legally enforceable JVA at the time of bidding, the Bid Security shall be in the names of all future partners as named in the



7.0 FORM OF BANK GUARANTEE FOR TENDER SECURITY
(Reference Clause 21.1 of Bid Data Sheet)

(To be stamped in accordance with Stamp Act of India)

1. **KNOW ALL MEN** by these presents that we _____ (Name and Address of Bank) of India, having our registered office at _____ (hereinafter called "the Bank") are bound unto Uttar Pradesh Metro Rail Corporation Limited (Formerly known as Lucknow Metro Rail Corporation Ltd) (hereinafter called "the Purchaser") in sum of Rs. _____ for which payment well and truly to be made to the said Purchaser, the Bank binds himself, his successors and assigns by these presents.

2. **WHEREAS** _____ (Name of Tenderer) (hereinafter called "the Tenderer") has submitted its tender dated _____ for(Name of the work as per clause 1.1.1 of NIT) (hereinafter called "the Tender").

AND WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Tender Guarantee against the Tenderer's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

3. We further agree as follows:

- a. That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- b. That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Tenderer.
- c. That any account settled between the Employer and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d. That this Guarantee commences from the date hereof and shall remain in force till (date to be filled up) (**up to 236 days** from the date of submission of tender **31.08.2021**).
- e. That the expression 'the Tenderer' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

4. **THE CONDITIONS OF THIS OBLIGATION ARE:**

- a. if the Tenderer withdraws his Tender during the period of Tender validity



<p>SCC 17.3</p>	<p>The Performance Security required in accordance with Clause 17 of the GCC shall be from the Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the Contract Price is payable which may be reduced for balance years on completion of each year.</p> <p>The required Performance Security may be submitted in any one of the following forms:</p> <p>(a) Irrevocable bank guarantee in the prescribed format, given in Section IX of Part 3 of bid documents, issued by a Scheduled Commercial Bank based in India or from a branch in India of a Scheduled foreign Bank payable at Lucknow. The bank guarantee must be issued confirmed on the Structured Financial Messaging System (SFMS) platform. A separate invoice advice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under:</p> <p style="text-align: center;">HDFC BANK TEKARI CHAMBERS, ASHOK MARG, LUCKNOW, IFSC Code; HDFC0001267</p> <p>The bank guarantee issued confirmed on the SFMS platform shall only be acceptable to the Employer.</p> <p>(b) Bank Draft in favour of Uttar Pradesh Metro Rail Corporation Ltd. payable at Lucknow from a Scheduled Commercial Bank based in India, or</p> <p>(c) Fixed Deposit Receipt of a Scheduled Commercial Bank/ Post offices based in India duly pledged in favour of Uttar Pradesh Metro Rail Corporation Ltd. In case of joint venture/consortium, the Performance Security is to be submitted in the name of the JV / Consortium. However, splitting of the performance security (while ensuring the security is in the name of JV / Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their scope of work is also acceptable. The Performance Guarantee should be valid for a period of 24 (twenty four) months beyond the Contract Period.</p>
<p>SCC 21</p>	<p>The Goods shall be supplied by the supplier strictly in accordance with the Technical Specifications and Standards mentioned in section VI, Schedule of Requirements.</p>



	<p>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. LC shall be opened as per quarterly cash flow statement based on delivery schedule and the payment schedule indicated in sub-clause 1 above.</p> <p>4. INR Portion (i.e. Clearance and Transportation): 100% payment will be made on receipt of goods at Kanpur and Agra Store, in undamaged condition on submission of invoice in two copies.</p> <p>5. Payment of custom duty: The custom duty at concessional custom duty rate by Project Import Registration in terms of Government of India Notification No. 42/96 custom dated 23.07.1996 will be paid directly by UPMRC to Custom authority on furnishing of demand notice from Custom authority by the contractor at least 3 working days in advance for payment. The contractor will furnish the receipt of Custom Duty payment, Bill of Entry etc., to UPMRC and will be responsible for final assessment of Custom duty by Custom authority. Port handling charges will be reimbursed to the Supplier by UPMRC on submission of documentary proof.</p>
SCC 15.5	<p>The purchaser will establish a letter of credit from the purchaser's bank for payment of foreign currency. The payment in INR will be made directly by the purchaser. If the supplier does not receive payment within 60 days of submission of invoice accompanied with relevant document in acceptable form, the supplier shall be entitled to receive interest on the amount unpaid during the period of delay. The interest shall be calculated at an interest rate equal to state Bank of India prime lending rate.</p>
SCC 16	<p>16.1 For goods offered from outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes including GST, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.</p> <p>16.2 For goods offered from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes including (excluding GST), duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. <u>GST will be reimbursed to the Supplier on submission of documentary proof.</u></p> <p>16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p> <p>16.4 With the tender submission, the tenderer shall submit the proof of GST registration (if applicable) or shall submit an undertaking that he will get registered with appropriate GST authorities (if applicable), in case of award of LOA to them.</p>
SCC 17.1	<p>The Supplier shall provide a Performance Security of: 10 3% of the Contract Price.</p>

Contract.

- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 15.4 The currencies in which payments shall be made, to the Supplier under this Contract shall be those in which the bid price is expressed.
- 15.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
16. Taxes and Duties
- 16.1 For goods offered from outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 16.2 For goods offered from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc. **except GST** incurred until delivery of the contracted Goods to the Purchaser.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
17. Performance Security
- 17.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the performance of the Contract in the amount specified in the SCC.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid excluding any conditional discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The terms EXW, CIP and other similar terms shall be as defined in the current edition of International Rules for the interpretation of the Trade Terms published by the International Chamber of Commerce, Paris and commonly referred to as INCOTERMS, **as specified in the BDS.**
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered:
- (a) For Goods offered from within the Purchaser's Country (**Domestic Supplier**):
- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (iv) For Goods offered from within the Purchaser's Country, Supplier shall include all cost including all taxes, duties, levies etc. for supply of HH Rails in Kanpur and Agra at track contractor's stores except GST. Only GST will be reimbursed on submission of documentary proof.**
- (b) For Goods offered from outside the Purchaser's Country (**Foreign Supplier**):
- (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, **as specified in the BDS;**



(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;**

(iii) in addition to the CIP prices specified in (b) (i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), **if so specified in the BDS;**

(iv) For Goods offered from outside the Purchaser's Country, Supplier shall include all cost including all taxes, duties, levies etc. for supply of HH Rails in Kanpur and Agra at track contractor's stores except Purchaser's country's Custom Duty (including applicable cess and IGST), Port Handling Charges paid to Port Authority and GST. These will be paid / reimbursed as per contract on submission of documentary proof.

(c) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in Section VI, Schedule of Requirements:

(i) The price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 Prices will remain firm during the currency of contract. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS.** A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 31. However, **if in accordance with the BDS,** prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 Deleted.

14.9 The quoted price shall include all packing, handling and transportation charges both prior to shipping along with the charges for insurance and till the delivery at destination.

15. Currencies of Bid

15.1 Bid Prices shall be quoted in Indian Rupees and/or in freely convertible international trading currencies (USD/EURO/JPY etc.) as per price schedule forms given in section IV, Bidding Forms.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall:

(a) complete the eligibility declarations in the Bid Submission Form, included in Section IV, Bidding Forms; and

(b) if the Bidder is an existing or intended JVA in accordance with



FORM OF TENDER

~~8A. (Undertaking as per clause 1.1.4.B VII (c) of NIT)~~

~~(To be submitted by tenderer (single entity/JV) and also by each member of the JV/Consortium separately)~~

~~We do hereby undertake that following are the list of all the on-going Rails Supply Works awarded by UPMRC/ Any other Metro Organization (100% owned by Govt.) of value more than 40% of NIT cost of work and the list of completed Rails Supply Works awarded by UPMRC/ Any other Metro Organization (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission) of value more than 40% of NIT cost of work.~~

~~Applicant's legalname..... Date.....
Group Member's legalname..... Page Of Pages~~

S. No.	Contract No. & Name of Work	Name of Employer /Client	Name of the contractor including constituent members in case of JV/Consortium	Performance of work	Performance based on
1				*Satisfactory / unsatisfactory	* Client's certificate / Undertaking by
2					
Add required number of rows					

* Strikethrough whichever is not applicable.

~~(i) We also do hereby undertake that the performance of works has been indicated above for all the Works which are either based on Client/ Employer certificate or our undertaking. We also understand that UPMRC at its sole discretion, may get performance of any such work, for which undertaking of satisfactory performance has been given by us, directly from the Client / Employer for the Works listed above and if performance from Client / Employer for such work is found to be unsatisfactory, we shall be considered non-compliant to the tender condition.~~



Note:

- a) ~~The tenderer may either submit satisfactory performance Certificate issued by the Client / Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/execution of work (for on-going works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non-submission of either satisfactory performance Certificate from Client / Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) below.~~
- b) ~~If the tenderer or any of the constituent 'substantial member(s)' of JV/Consortium has reported four or less number of works in the Form No. 8A then there should not be any unsatisfactory performance in any of the works of tenderer or any of the constituent 'substantial member(s)' of JV/Consortium. Otherwise, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participating in tender process. In other cases, if the Overall Performance of tenderer or any member of the constituent 'substantial member(s)' in case of JV/Consortium, in more than 20% of the works reported in the Form No. 8A (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participating in tender process and they shall be considered ineligible applicants in terms Clause 1.1.4.B of NIT.~~
- c) ~~If there are any adverse remarks in the client's completion/performance certificate, the same shall be examined during technical evaluation.~~
- d) ~~If there is any misrepresentation of facts with regards to performance in any of the works reported above, the same will be considered as "fraudulent practice" under clause 35.1 of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 34.1 (a) (iii) and Clause 35 of GCC.~~
- e) ~~The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.~~

Stamp & Signature of Authorised
Signatory

Example:

Works reported in the Form No. 8A	0-4	5	6	7	8	9	10	14
No. of unsatisfactory works acceptable	Nil	1	1	1	2	2	2	3



5. Price Schedule : Goods Offered From Within the Purchaser's Country

Currencies in accordance with ITB Sub-Clause 15								
Purchaser Country								
Date: _____								
Reference ID No. _____								
Alternative No: _____								
Page No. _____ of _____								
1	2	3	4	5	6	7	8	9
Line Item No.	Description of Goods	Country of origin	Quantity and physical unit	Unit Price EXW	Total EXW Price per line item (col. 4x5)	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	GST and other taxes payable per line item if contract is awarded (in accordance with ITB 14.6 (a) (ii))	Total Price per line item (col. 6+7)
[insert number of the item]	[insert name of goods]	[insert country of origin of the goods]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert sales and other taxes payable per line item if contractor is awarded]	[insert total price per item]
1.	Supply of head hardened rails 60 EI, IRS-T-12-2009, 1080 HH grade (Class-A). Rates are inclusive of all taxes, duties if any, including Loading, Unloading, Shipment, Stacking etc. all complete. (Excluding GST)	India						
a.	KANPUR		9,100 MT					
b.	AGRA		8,600 MT					
Total Price								

NOTE: THE BID PRICE SHOULD BE QUOTED IN INR ONLY.

Name of Bidder

Signature of Bidder

Date



6. Price and completion Schedule –Related Services

Currencies in accordance with ITB Sub-Clause 15

Date: _____
 Reference ID No. _____
 Alternative No: _____ of _____
 Page No. _____ of _____

1	2	3	4	5	6	7
Line Item No.	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Quantity and Physical unit (MT)	Name of currency	Unit Price	Total Price per service (col. 4*6 or Estimate)
[insert number of the service]	[insert name of services]	[insert country of origin of the Goods]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]	
1	Clearance and Transportation of imported Head hardened rails (60E1 profile), IRS-T-12-2009, 1080 grade HH (Class-A) Rates are inclusive of all taxes, duties if any including loading, unloading, Transportation, stacking etc. all complete. (Excluding GST)					
a.	KANPUR		9,100 MT			
b.	AGRA		8,600 MT			
Total Price						

Note: THE BID PRICE SHOULD BE QUOTED IN INR ONLY. THE QUOTED COST IN COLUMN 7 IS CARRIED OVER IN COLUMN 8 OF BIDDING FORM NO. 4 OR COLUMN 7 OF BIDDING FORM NO. 5.

Name of Bidder _____

Signature of Bidder _____
 Date _____



- (b) price adjustment for correction of arithmetical errors in accordance with ITB Sub-Clause 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria.

35.4 The Purchaser's evaluation of a bid will exclude and not take into account:

- (a) in the case of Goods offered from within the Purchaser's Country, sales and other similar taxes **GST**, which will be payable on the Goods if a contract is awarded to the Bidder;
- (b) in the case of Goods offered from outside the Purchaser's Country, customs duties and **GST** other similar import duties and taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

35.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 35.3 (d).

35.6 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the Lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 35.

37. Post qualification of the Bidder

37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract



C. Preparation of Bids	
ITB 10.1	The language of the bid is: [“English”]
ITB 11.1 (i)	<p>The Bidder shall submit with the bid the following additional documents: Documents Comprising the Tender</p> <p>The Tenderer shall, on or before the date given in the Notice of Inviting to Tender, submit his Tender in four separate sealed envelopes clearly marked with the name of the Tenderer and with</p> <ul style="list-style-type: none"> • Contract KNPAGT - 1, Technical Package; • Contract KNPAGT - 1, Financial Package; • One copy of Tender Documents and Addenda thereto; and • Original of Tender Guarantee. <p>These shall be addressed and submitted to the Office of Chief Engineer/Contract at the address mentioned in Clause 24.1 of ITB. The Tenderer shall ensure that a receipt is obtained for the submission of his tender, such receipt being issued free of charge by the UPMRC.</p> <p>The tenderer should avoid ambiguity in his offer e.g. if his offer is to his standard sizes/length/dimensions, he should specifically state them in details without any ambiguity. Brief descriptions such as "standard length" etc. should be avoided in the offer.</p>
ITB 13.1	Alternative Bids "shall not be" considered.
ITB 14.5	The Incoterms edition is: “Incoterms 2010”
ITB 14.6 (b) (i)	Place of Destination: DDP KANPUR AND AGRA(Excluding Custom Duty and GST)
ITB 14.6 (a)(iii) and(b)(ii)	“Final destination(Project Site)” :In UPMRC Stores at KANPUR AND AGRA
ITB 14.6 (b)	<p>The price shall be quoted as DDP, Kanpur and Agra.</p> <p>(i) The material is to be delivered duly stacked in UPMRC stores at Kanpur and Agra. All cost of loading, unloading, transportation and insurance to be borne by Supplier. The custom duty at concessional rate by project import registration in terms of GOI notification no. 42/96- custom dated 23.7.96 will be directly paid to custom Authority by UPMRC on submission of Custom Duty Demand Notice from Custom Authority by Supplier based on the documents of Material dispatched at least 3 working days in advance. All the work of project import registration and custom / port clearance to be done by Supplier at own cost. UPMRC will facilitate recommendation / sponsoring letter from Government of Uttar Pradesh for Project import registration for which the</p>



Priority of Documents

- 11.1 The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows:
- i) The Contract Agreement;
 - ii) The Letter of Acceptance;
 - iii) Pre and Post bid proceeds **including clarifications & Addendums**
 - iv) Form of Tender
 - v) BOQ/Payment schedule
 - vi) NIT
 - vii) ~~ITB~~-**BDS**
 - viii) ~~BDS~~-**ITB**
 - ix) Drawings
 - x) The Schedule of Requirements (Technical Specification)
 - xi) The Special Conditions of Contract;
 - xii) The General Conditions of Contract;
 - xiii) The Contractor's Proposal; and
 - xiv) Any other document forming part of the Contract

12. Interface with Track Contractor (KNPAGT-3)

KNPAGT-1 shall supply the Rails in Track Contractor's Store or at site in Kanpur and Agra. KNPAGT-1 shall have to interface in advance with KNPAGT-3 (Track contractor) for proper accountal and handing over of Rails. Taking over certificate of Rails in undamaged condition shall be issued by KNPAGT-3 Contractor. If there is any shortage or damage, same will be reported by KNPAGT-3 Contractor and will be brought in the notice of Engineer and KNPAGT-1 contractor immediately.



42. Signing of Contract

42.1 Promptly upon notification, the Purchaser will be required to execute the Contract Agreement in the form specified in the Section IX Contract Form.

42.2 Contract Agreement shall be executed within a period of 30 days of confirmation of BG toward Performance Security but no sooner than 10 days from the date of issue of Letter of Acceptance.

43. Performance Security

43.1 Within **Twenty eight(28)** days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security **10 3% of the contract price** in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Purchaser.

43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.



N = No. of years prescribed for completion of the work

B = Value of existing commitments (as on **31.01.2020**) for Rails supply work during period of **18 30 months** w.e.f. **01.02.2020**.

Notes:

- Financial data for latest last five financial years has to be submitted by the tenderer in **Annexure-B**(section III of Bidding documents)along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original.
- Value of existing commitments for Rails supply works during period of **18 30 months** w.e.f. 01.02.2020 has to be submitted by the tenderer in **Annexure-C**(section III of Bidding documents). These data shall be certified by the Chartered Accountant with his stamp and signature in original

In the case of a group, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % is not provided, equal participation will be assumed. Example for calculation of bid capacity in case of JV / Group

Suppose there are 'P' and 'Q' members of the JV / group with their participation in the JV/ group as 70% and 30% respectively and available bid capacity of these members as per above formula individually works out 'X' and 'Y' respectively, then Bid Capacity of JV / group shall be as under:

Bid Capacity of the JV / group = 0.7X + 0.3Y

The tender submission of tenderers, who do not qualify the qualification criteria & bid capacity criteria stipulated in the above clauses, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in clauses above shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITB.

1.1.6 The tender submission of tenderers, who do not qualify the minimum eligibility criteria as per Clause 1.1.4A(I), Financial Standing criteria as per Clause 1.1.4C & Bid Capacity criteria as per Clause 1.1.5 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in clauses above shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITB.

1.1.7 The Tender documents consist of single volume in respect of Contractual, Technical, and Financial matters and related information as follows:

- Notice Inviting Tender (NIT)
- Instructions to Bidders (ITB)
- Bid Data Sheet (BDS)
- Evaluation and Qualification criteria (including Annexure A, B, & C)
- Bidding Forms (Bill of Quantity)

ITB 19.1 (a)	Manufacturer's authorization is:"required" and manufacturer will also be contract party.
ITB 19.1 (b)	After sales service is: "required".
ITB 20.1	The bid validity period shall be 180 days.
ITB 21.2	The amount of the Bid Security shall be: INR 12.69 12.50 Millions or USD 1,76,288 1,73,650 or Euro 1,63,400 1,61,000 .
ITB 22.1	In addition to the original of the bid, the number of copies is: One
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Notarised Power of Attorney by a person authorized by the resolution by Company's Board of Directors bearing the signature of both the authorizing as well as authorized persons. In case of partnership, consortium or joint venture, Power of Attorney(s) and Board Resolution(s) for each member of the partnership, consortium or joint venture shall be submitted. In case of Foreign Partners, Power of Attorney(s) and Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission or Member Countries of Hague convention may submit this entire document with "Apostille" stamp. Also in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.
D. Submission and Opening of Bids	
ITB 23.2 (c)	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p>To: The Managing Director, Uttar Pradesh Metro Rail Corporation Ltd. (Formerly known as Lucknow Metro Rail Corporation Ltd). Administrative Building, Vipin Khand, Gomti Nagar Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Lucknow-226010, Uttar Pradesh, India</p> <p>(a) bear the following identification for Technical Proposals :</p> <p>TECHNICAL PACKAGE</p> <p>Tender Reference Number : KNPAGT - 1</p> <p>DO NOT OPEN BEFORE _____ hours on _____</p>



KNPAGT - 1: Supply of 17,700 MT Head Hardened Rails (60 E1, IRS-T-12-2009, 1080 grade HH) for Kanpur and Agra Metro.

	<p>Name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late, and</p> <p>(b) bear the following identification for Financial Package:</p> <p>FINANCIAL PACKAGE</p> <p>Tender Reference No. KNPAGT - 1</p> <p>DO NOT OPEN BEFORE _____ hours on _____</p> <p>Name and address of the Tenderer to enable the Tender to be returned unopened in case it is decided not to open and</p> <p>(c) bear the following identification for the Tender Documents and Addenda thereto:</p> <p>Tender Documents AND ADDENDA.</p> <p>Tender Reference No. KNPAGT - 1</p> <p>DO NOT OPEN BEFORE _____ hours on _____</p> <p>Name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late.</p> <p>(d) Tender Guarantee</p> <p>Tender Reference No. KNPAGT - 1</p> <p>Do NOT OPEN BEFORE..... hours on</p> <p>Name and Address of the Tenderer to enable the tender to be returned unopened in case it is declared late.</p>
ITB 24.1	<p>For bid submission purposes only, the Purchaser's address is:</p> <p>Attention: Chief Engineer Contracts</p> <p>Street Address: UPMRC Office Administrative Building, Vipin Khand, Gomti Nagar Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal, Lucknow-226010, Uttar Pradesh, India</p> <p>Floor/Room No: 1st Floor, B - Block</p> <p>City: LUCKNOW</p> <p>ZIP Code: 226010</p> <p>Country: (INDIA)</p> <p>The deadline for the submission of bids is:</p> <p>Date: [29.04.2020] <u>11.01.2021</u> Time: [15:00 Hrs.]</p>
ITB 27.1	The bid opening shall take place at:



	<p>Supplier shall submit request letter and details at least one month in advance. Port handling charges as per documentary proof (paid to Port authority only) will be reimbursed to supplier in the same currency as paid to port authority. Stamp duty charges if any shall be borne by supplier.</p> <p>(ii) The 1080 grade HH Rails, shall be imported by the Supplier as CIF, Port. The supplier shall be responsible for all the remaining activities on arrival of these materials at port such as their clearances & taking delivery of these materials including coordination with the customs authorities, shipping lines, port authorities etc. complete. The supplier shall be responsible for project import registration for availing the concessional custom duty. The supplier shall also be responsible for their safe transportation from port to Purchaser's storage site at Kanpur and Agra without causing any damage to them duly taking proper care & precaution & following appropriate methods including loading, unloading, local transport and temporary storage at port city (if required), handling / re- handling, coordination with port and transport authorities, obtaining necessary transport permit including demurrage (if any), transit insurance and proper stacking/storage with proper accountal etc. as directed by engineer. UPMRC shall facilitate recommendation / sponsoring letter from Ministry of Housing & Urban Affairs, Government of India/ Government of Uttar Pradesh for availing the concessional custom duty in term of GOI Notification number 42/96 Custom dated 23.07.96. <u>Supplier shall also be responsible for finalization and closing of Project Import Registration after completion of supply with custom department.</u></p>
ITB 14.7	Tenderers shall quote a fixed price for the entire supplies on a "single responsibility" basis such that the total tender price covers all Supplier's obligations mentioned in or to be reasonably inferred from the Tender Documents. Varying or differential rates for part of supply are not permitted. Items against which no price is entered by the Tenderer will not be paid for by the Purchaser when executed and shall be deemed to be covered by the prices for other items.
ITB 15.1	<p>Bid Prices shall be quoted in the following currencies:</p> <p>(i) The Bidder may express the Bid Price in Indian Rupees or other freely convertible international trading currency (ies) (USD/Euro/JPY etc.) or any combination of these.</p>
ITB 18.3	Period of time the Goods are expected to be functioning. The supplier shall furnish an unconditional warrantee as provided in Special Condition of Contract.



ANNEXURE- CWorks in hand

(As on 01.02.2020)

Tenderer's name

Date.....

Value of Rails Supply Work to be done during next 18 <u>30</u> months (as on 01.02.2020) [in INR]	

Note:

1. The financial data in above prescribed format shall be certified by Chartered Accountant/ Company Auditor in original under his signature & stamp.

3.0 FORM OF TENDER

APPENDIX 1 – CONTRACT CONDITIONS

- | | | |
|-----|--|--|
| 1. | Amount of Performance Guarantee
(GCC : Sub-Clause 17) | 10 3 % of the Contract Price in types and proportions of currencies in which the Contract Price is payable. In the event of variations during the execution of the Contract which results in payments to the supplier over and above the contract price, the Performance Guarantee shall be adjusted in accordance with clause 17 of GCC. |
| 2. | Time for completion | 18 30 months from the date of establishment of letter of credit as stipulated in Additional Clause-3 of SCC. |
| 3. | Tender Guarantee (Clause 21.2 of ITB). | The sum as mentioned in NIT (under key details) |
| 4. | Validity of Offer (Clause 20 of ITB). | 180 days. |
| 5. | Warrantee (Clause 27 of GCC) | 24 months after the receipt of last instalment of supplies at DDP Kanpur and Agra |
| 6. | Price Adjustment / Escalation. | No. |
| 7. | Liquidated Damages (Clause 26.1 of GCC) | 0.5% per week of contract value of delivery of delayed quantity of Rails at UPMRC's stores at Kanpur/Agra (CIF price of Rails plus inland transportation including all other services etc.) subject to maximum limit of 10% of contract value. |
| 8. | Resolution of Disputes (Clause 9.2 of GCC). | Arbitration and conciliation Act – 1996 of India is applicable. |
| 9. | Payment Terms (Clause 15.1 of SCC) | 90% payment on proof of despatch; 10% payment on receipt of goods at Purchaser's Store at Kanpur and Agra in undamaged condition. |
| 10. | Supplier's Name and Address** : |
.....
..... |
| 11. | Purchaser's Name and Address : | Uttar Pradesh Metro Rail Corporation Ltd
(Formerly known as Lucknow Metro Rail Corporation Ltd).
Administrative Building, Vipin Khand, Gomti Nagar, Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthl,Lucknow-226010, Uttar Pradesh, India. |

(** Tenderer to Complete)

JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement /MOU at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' (as the case may be), vide GCC clause 35.1 and acted accordingly.

The Employer in such cases, may in its sole discretion take action under clause 35.1 and/or under clause 35.2 of GCC against any member(s) for failure in tenderer's obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in UPMRC or take action to terminate the contract in part or whole under clause 34 of GCC as the situation may demand and recover the cost/damages as provided in contract.

1.1.4 C. FINANCIAL STANDING

The tenderers will be qualified only if they have minimum financial capabilities as below:

- (i) **T1-Liquidity:** It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.

This shall be seen from the last audited balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference (as per Performa given in Form No. 11 to Section IV (Bidding Forms) , should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow **INR 120 72 Millions** for this contract, net of applicant's commitments for other contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India or (in case of foreign parties) from an international bank of repute and it should not be more than 3 months old as on date of submission of bids.

The Banking Reference should be on the letter head of the Bank.

In Case of JV- Requirement of liquidity is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.

Example: Let member-1 has percentage participation =M and member-2 has percentage participation = N.

If minimum liquidity required is 'W' then liquidity of member-1 $\geq WM/100$ and liquidity of member-2 $\geq WN/100$



(ii) **T2- Profitability:** Profit before Tax should be **Positive in at least 2 (two) years**, out of the last five audited financial years.

In Case of JV: The profitability of only lead member shall be evaluated.

(iii) **T3-Net Worth:** Net Worth of tenderer during last audited financial year should be **≥ INR ~~169~~ 100 Millions**.

In case of JV- Net worth will be based on the percentage participation of each Member.

Example: Let Member-1 has percentage participation = M and Member-2 has = N. Let the Net worth of Member-1 is 'A' and that of Member-2 is 'B', then the Net worth of JV will be = $(AM+BN)/100$.

(iv) **T4- Annual Turnover:** The average annual turnover of the tenderer during last five audited financial years should be **≥ INR ~~677~~ 400 Millions**

The averages annual turnover of JV will be based on percentage participation of each member.

Example: Let member 1 has percentage participation = M and Member 2 has percentage = N, Let the average annual turnover of member 1 is A and that of member 2 is B, then average annual turnover of JV will be = $\frac{AM+BN}{100}$

100

Notes:

- Financial data for latest last five audited financial years has to be submitted by the tenderer in Annexure-A (section III of Bidding documents) along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any other year than the last year is not submitted, the tender may be considered as non-responsive.

1.1.5 Bid Capacity Criteria:

Bid Capacity: The tenderers will be qualified only if their available bid capacity is more than the approximate cost of work as per NIT. Available bid capacity will be calculated based on the following formula:

Bid capacity will be calculated based on the following formula:

$$\text{Available Bid Capacity} = 2 * A * N - B$$

Where,

A = Maximum of the value of Rails supplies executed in any one year during the last five financial years (updated to **31.01.2020** price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).