

Replies to Pre Bid Queries-2A							
1	Financial Bid	Annexure-2	Schedule 7	Row 171	In SOR sheet Annexure 2, "Layer 3 switch (min. 48 ports) and associated accessories (incl. specific SFPs etc) for stations/Depot/OCC/BCC as per PS" mentioned quantity is 58.	1. We do understand that Active-Active Redundancy is being accounted for while reaching out the total Qty of 58. Kindly confirm. 2. We also understand that the spares are included in the Qty mentioned. Kindly confirm.	Please refer Addendum & Corrigendum-05A
2	Financial Bid	Annexure-2	Schedule 7	Row 172	In SOR Annexure-2; mentioned "Layer 2 Switch for OA/IT and associated accessories for Stations/Depot/OCC/BCC/HQ" quantity is 71.	As configuration of L2 switch is not provided hence kindly suggest if 24 port L2 Switch can be offered. Please confirm.	Please follow Bid Conditions
3	Financial Bid	Annexure-2	Schedule 5	Row 120 & 121	In SOR Annexure-2; Schedule 5 for CCTV System Sr. No.26 & 27, mentioned switches.	Bidder assumption that CCTV traffic will need VLAN only from DTS network to carry end to end traffic	Please follow Bid Conditions
4	1	3		Page 10 OF 12		<p>Only three vendors are working in the railway scenario on LTE (reference Railtel Tender).</p> <p>Tender conditions are restricting one vendor who happens to be the only MSME in the space and is Class-I local supplier as per Preference to make in India Policy No. P-45021/2/2017-PP (BE-II) Dated 04.06.2020 and intend to supply the material under Make in India license manufacturing.</p> <p>Here we would like to add we meet all the technical spec and criteria and can offer world class proven solution in Railway environment therefore restrictive eligibility Criteria should be waived as per MSME policy 2012.</p> <p>The current conditions are biased towards Equipment suppliers in public mobile operating scenario and restrict the companies specialising in LTE for Railways. In view of the above we should be allowed to participate as licensed manufacturer of LTE Technology provider.</p> <p>In place of , "Completed two projects where EPC of JV/ Specialist sub-contractor (who is OEM) works with RAN of any other vendor"the clause may be ammended as below. Completed Two projects on LTE and interoperable tests certificates signed by two RAN vendors to be submitted where EPC of JV/ Specialist sub-contractor (who is OEM) works with RAN vendor"</p> <p>LTE OEM can be class 1 local supplier and MSME with Manufacturing license/TOT for LTE and in line with PPE Policy No. P-45021/2/2017-PP (BE-II) Dated 04.06.2020.</p> <p>2. Project completion certificates of the LTE Technology Provider shall be used by the</p>	Please follow Bid Conditions
5	1	3		Page 10 OF 12		<p>In place of , "Completed two projects where RAN of JV/ Specialist sub-contractor (who is OEM) works with EPC of any other vendor "the clause may be ammended as below. Completed Two projects on LTE and interoperable tests certificates signed by two EPC vendors to be submitted where RAN of JV/ Specialist sub-contractor (who is OEM) works with EPC vendor"</p>	Please follow Bid Conditions

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11	Financial Bid	Instructions		Instructions	Financial Bid_R1 For the purpose of payments, Bidder may specify any combination of Indian Rupees (INR) and/or upto any three Freely convertible international Trading currencies & exchange rates of the freely convertible international Trading currency in cells.....	Bidder request NCRTC to confirm "CNH" as freely convertible international trading currency to able to quote CNH as one of Foreign currency (CNH stands for "Chinese Yuan Renminbi")	Agreed
12	Financial Bid	Annexure - 3		Annexure - 3	Financial Bid /Annexure - 3	The price sheet format in Annexure 3 of Financial Bid is unclear. For e.g. line items 3.1 and 3.2 seem redundant, the term "per unit" is unclear, items requested in 3.2 shall be quoted basis the number of sites/devices (provided in latter line items) and not per "length KM". This requires further clarity & a format revision.	Please refer Addendum & Corrigendum-05A
13	1	4A		Page: 7	Section 4A Annexure for Technical Proposal : The Bidder shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section 4, Bidding Forms. The Project Manager, Design Manager and Testing and Commissioning Engineer (In-charge) should have been employees of the OEM Contractor firm for not less than 5 years. For Experience and qualification please refer table given in Site Organization	Does the Contractor have to provide CV's of key personnel through the Bid Forms PER-1 & PER-2 as well as the CV of the key personnel within 28 days of LOA whereas it is part of bid document ?	Please follow Bid Conditions
14	1	3	2.4.2	11 of 14	Section 3_Evaluation and Qualification Criteria-R1, Clause 2.4.2 2.4.2 Construction Experience in Key Activities - Criteria/Requirements C.	With reference to NCRTC Reply in Addendum and Corrigendum No. 02A S.No.18: It is understood that this NCRTC Reply applies to Form EXP-2 as well, that also requests for client/project details of Multi-Vendor Verification/Interoperability, which is strictly restricted by NDA. Kindly confirm.	Please follow Bid Conditions
15	1	4	Form SCON	8 of 18	Addendum and Corrigendum No. 02A S.No.18 (Section 4, Bidding Forms, Form-SCON) S.No. 18 Modified Document/Form/Clause/Sub Clause: The bidder shall attach EPC and RAN Interoperability Certificates from the client for each project with the forms. In case the bidder is bound by an NDA with the client, the bidder can also submit the details under the signature of an official of the rank of full time Director on the Board of Directors or above.	It is understood that this NCRTC Reply applies to Form EXP-2 as well, that also requests for client/project details of Multi-Vendor Verification/Interoperability, which is strictly restricted by NDA. Kindly confirm.	Please follow Bid Conditions
16	3			-	GENERAL QUERY	We request the Employer provides the Contractor and its Specialist Subcontractors with VPN Connectivity for remote access from project commencement onwards to support the SLAs for operations and maintenance. Please confirm.	Please follow Bid Conditions
17	3			-	GENERAL QUERY	Please clarify the mode, milestones, timelines and frequency of payment applicable for the quoted DLP Support Services line item as these are not specified in the Bid Documents.	Please follow Bid Conditions
18	3			-	GENERAL QUERY	The payment terms for DLP Support Services are not specified in the Bid Documents. We recommend that DLP Support Services be paid quarterly in advance. Please confirm.	Please follow Bid Conditions
19	1	3	2.4.2	11 of 14 Section 3_Evaluation and Qualification Criteria-R1	2.4.2 Construction Experience in Key Activities - Criteria/Requirements C.	With reference to NCRTC Reply in Addendum and Corrigendum No. 02A S.No.18: It is understood that this NCRTC Reply applies to Form EXP-2 as well, that also requests for client/project details of Multi-Vendor Verification/Interoperability, which is strictly restricted by NDA. Kindly confirm.	Please follow Bid Conditions

Replies to Pre Bid Queries-2A							
20	1	4	Form SCON	8 of 18 (Section 4, Bidding Forms, Form SCON) Addendum and Corrigendum No. 02A S.No.18	S.No. 18 Modified Document/Form/Clause/Sub Clause: The bidder shall attach EPC and RAN Interoperability Certificates from the client for each project with the forms. In case the bidder is bound by an NDA with the client, the bidder can also submit the details under the signature of an official of the rank of full time Director on the Board of Directors or above.	It is understood that this NCRTC Reply applies to Form EXP-2 as well, that also requests for client/project details of Multi-Vendor Verification/Interoperability, which is strictly restricted by NDA. Kindly confirm.	Please follow Bid Conditions
21	3		GENERAL QUERY	-	GENERAL QUERY	We request the Employer provides the Contractor and its Specialist Subcontractors with VPN Connectivity for remote access from project commencement onwards to support the SLAs for operations and maintenance. Please confirm.	Please follow Bid Conditions
22	3		GENERAL QUERY	-	GENERAL QUERY	Please clarify the mode, milestones, timelines and frequency of payment applicable for the quoted DLP Support Services line item as these are not specified in the Bid Documents.	Please follow Bid Conditions
23	3		GENERAL QUERY	-	GENERAL QUERY	The payment terms for DLP Support Services are not specified in the Bid Documents. We recommend that DLP Support Services be paid quarterly in advance. Please confirm.	Please follow Bid Conditions
24	1	1	15.1 and 15.2	12	ITB Section 1 clause 15.1 and 15.2 - Currencies of Bid and Payment The currency for this bid is: Indian Rupees (INR) and The currency of quoting of the bid is in INR only and the Accepted contract amount shall also be in INR only. However, the bidders requiring any payment in foreign currency (ies) (in maximum three freely convertible foreign currencies) may stipulate the same in Letter of Price Bid and Annexure- 1, 2 and 3 to Financial Bid.	As per ITB 15.1, currency for this Bid is INR. However, as per ITB 15.2 the bidders requiring any payment in foreign currency (ies) (in maximum three freely convertible foreign currencies) may stipulate the same in Schedule of Payment Currencies Both the clauses are contradictory. Pl. clarify and confirm bidders are allowed to quote in three freely convertible currencies in addition to INR	Please follow Bid Conditions
25	1	4	Form ELI-4,5,6	45,46,47	Power of Attorney (Form ELI-4/ELI-5/ELI-6)	We request you to accept Authorisation letters issued by the company instead of Power of Attorneys (PoA) requested in the tender. As per the laws regulating Power of Attorneys in India, PoAs are valid only with physical signatures and not by affixing Digital Signatures. Considering the current COVID situation and imposed lockdown, it is very difficult to have a physically signed Power of Attorney from all the members as well as Company Directors. Therefore, request you to accept the Authorization letters which is equally binding on the Company and empowers the concerned personnel to represent the company.	Please follow Bid Conditions
26	1	4A	5	2	4A -Annexure for Technical Proposal - Clause 5 - General Requirements - (i) - Submission of a high-level overall design and system architecture with locations of all major subsystems and redundancy arrangement for various subsystems. The proposed architecture shall be proven in revenue service as defined in Employer's Requirement or Section 3: EQC. The Bidder shall submit: • Evidence of Generic Project Safety Case and Generic Application Safety case • Last two years failure logs of similar working systems dually authenticated by the concerned Metro/Employer in ENGLISH.	As per our understanding, "proposed architecture" of this Project will not be same as our earlier executed Project. Our earlier executed Project under revenue service will be having different architecture to meet those Project specific requirement and not generic / NCRTC Project requirement. Therefore we request to remove this clause	Please refer Addendum & Corrigendum-02A
27	1	4A		3	4A -Annexure for Technical Proposal - COMPOSITION OF THE BIDDER - (2) - The Bidder shall confirm that the broad scope split of work amongst the JV members shall be as hereunder:	We request NCRTC to delete this sub-clause. In case of JV, responsibility split should be decided by participating partners so as to have smooth execution of the Project. Such binding requirement may impose restrictions amongst partners and will add to complications during execution.	Please follow Bid Conditions

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28	1	4A		5	4A -Annexure for Technical Proposal - Personnel - The Bidder shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section 4, Bidding Forms.	Since there are no ETCS L2 projects ongoing in India , Domain experts for these are not available in India as on date. We request NCRTC to relax this clause in terms of total number of years of experience required for each role and also relevant experience of ETCS L2/LTE shall be considered as equivalent to signaling / ETCS L1/Metro technologies. This will enable us to leverage a local content and support Make In India initiative	Please refer Addendum & Corrigendum-05A
29	Financial Bid	Anexure2	Schedule 7		Financial bid-Anexure2-schedule 7	Request you to provide the quantity for 144 and 24 core fiber cable length	Detailed design has to be made by the Contractor and accordingly bidders are required to estimate the quantities for the cables.
30	1	3	Notes for 2.4.1 and 2.4.2, Point 12, b.	14 A&C 01	Section 3 EQC R1 EQC/ Clause 2/ Notes for 2.4.1 and 2.4.2, Point 12, b. In case of Specialist Sub contractor, any single intended Specialist Sub contractor. Bidder shall submit documentary evidence to demonstrate fulfillment of the requirements stated under the clause.	We can submit multiple specialist sub-contractor names at the time of bid submission along with the documentary evidence to demonstrate fulfillment of the requirements stated under the clause. Bidder can select the any one specialist sub-contractor out of the proposed names under this scope prior to start of the contract. Please confirm our understanding is correct.	Please follow Bid Conditions
31	1	3	Notes for 2.4.1 and 2.4.2, Point 13, b.	14 A&C 01	Section 3 EQC/ Clause 2/ Notes for 2.4.1 and 2.4.2, Point 13, b. In case of Specialist Sub contractor, any single intended Specialist Sub contractor. Bidder shall submit documentary evidence to demonstrate fulfillment of the requirements stated under the clause.	We can submit multiple specialist sub-contractor names at the time of bid submission along with the documentary evidence to demonstrate fulfillment of the requirements stated under the clause. Bidder can select the any one specialist sub-contractor out of the proposed names under this scope prior to start of the contract. Please confirm our understanding is correct.	Please follow Bid Conditions
32	Financial Bid	Preamble 4.1		19 A&C 01	Financial Bid Preamble 4.1 - Addendum & Corrigendum 01A This Contract is a Lump Sum price Contract for the works specified in the Bid Document. Bidder shall quote a 'LUMP SUM PRICE' fulfilling all obligations under the Contract inclusive of all taxes, levies, duties and any other charges leviable, including tax deducted at source, statutory deductions etc. excluding the following stated in (a) and (b) below. (a) In the case of Goods (as defined under General Conditions of Contract, Sub Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89) offered from abroad, Custom Duty and Goods & Services Tax (GST), applicable in the Employer's country and payable if the Contract is awarded to the Bidder; and (b) In the case of Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)/Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.66) and Services (as defined under Particular Conditions of Contract, Part-B, Sub-Clause 1.1.103)/Works (as defined under General Conditions of Contract, Sub-Clause 1.1.89) offered from within the Employer's country, Custom Duty and Goods & Services Tax (GST), applicable in the Employer's country and payable if the Contract is awarded to the Bidder.	Please define 'Services' as we are unable to locate Clause 1.1.103 in Particular Conditions of Contract (Part -B)	Please refer Addendum & Corrigendum-01A

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33	Financial Bid	Annexure 2	Schedule 3	FIN BID Annexure 2	Schedule 3: Supply and delivery of PIDS PAS at every location Sr.No 20	We request you to clarify how many ports are expected in L2 switch mentioned in Sr.No. 20	Please follow Bid Conditions
34	3	Section 3_Evaluation and Qualification Criteria-R1, Clause 2.4.2		11 of 14	2.4.2 Construction Experience in Key Activities - Criteria/Requirements C.	With reference to NCRTC Reply in Addendum and Corrigendum No. 02A S.No.18: It is understood that this NCRTC Reply applies to Form EXP-2 as well, that also requests for client/project details of Multi-Vendor Verification/Interoperability, which is strictly restricted by NDA. Kindly confirm.	Please follow Bid Conditions
35	3	Addendum and Corrigendum No. 02A S.No.18 (Section 4, Bidding Forms, Form-SCON)		8 of 18	S.No. 18 Modified Document/Form/Clause/Sub Clause: The bidder shall attach EPC and RAN Interoperability Certificates from the client for each project with the forms. In case the bidder is bound by an NDA with the client, the bidder can also submit the details under the signature of an official of the rank of full time Director on the Board of Directors or above.	It is understood that this NCRTC Reply applies to Form EXP-2 as well, that also requests for client/project details of Multi-Vendor Verification/Interoperability, which is strictly restricted by NDA. Kindly confirm.	Please follow Bid Conditions
36	3	GENERAL QUERY		-	GENERAL QUERY	We request the Employer provides the Contractor and its Specialist Subcontractors with VPN Connectivity for remote access from project commencement onwards to support the SLAs for operations and maintenance. Please confirm.	Please follow Bid Conditions
37	3	GENERAL QUERY		-	GENERAL QUERY	Please clarify the mode, milestones, timelines and frequency of payment applicable for the quoted DLP Support Services line item as these are not specified in the Bid Documents.	Please follow Bid Conditions
38	3	GENERAL QUERY		-	GENERAL QUERY	The payment terms for DLP Support Services are not specified in the Bid Documents. We recommend that DLP Support Services be paid quarterly in advance. Please confirm.	Please follow Bid Conditions
39	Financial Bid	Annexure 3	Schedule 6	Financial Bid R1 - Annexure 3 - Schedule 6 - Item No. 6.1	Supply of special tools and test equipment as per Appendix Q of PS (item wise price of spares shall be provided).	Please update Item No. 6.1 of Annexure 3 with sub-items of the desired equipments as per Appendix Q so that their respective unit prices can be provided.	Please follow Bid Conditions
40	Financial Bid	Annexure 3	Schedule 6	Financial Bid R1 - Annexure 3 - Schedule 6 - Item No. 6.2	Supply of contract spares as per Appendix P of PS (item wise price of spares shall be provided).	Please update Item No. 6.2 of Annexure 3 with sub-items of the desired equipments as per Appendix P so that their respective unit prices can be provided.	Please follow Bid Conditions
41	1	2	19.7	Page 14 of 25	Section 1 ITB/19.7 The bid security may be forfeited or the Bid Securing Declaration executed, if the successful Bidder fails to (i) sign the Contract in accordance with ITB 44; (ii) furnish a performance security in accordance with ITB 45; (iii) accept the arithmetical correction of its Bid in accordance with ITB 34; or (iv) furnish a domestic preference security, if so required.	We understand that the failure of the Contractor and Employer to reach a common price (during price negotiation) shall not forfeit the Bid Security of the Contractor. Kindly confirm.	Please follow Bid Conditions

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42	1	2	14.7	Page 16 of 33	Section 2 ITB 14.7 All duties, taxes [except Custom Duty, Goods and Services Tax (GST)], royalties, cess and other levies payable by the Bidder under the Contract, or for any other cause, as of 28 days prior to the deadline for submission of bids, shall be included in the rates and the total Bid Price submitted by the Bidder. The Delhi Ghaziabad Meerut Corridor of Regional Rapid Transit System being Implemented by National Capital Region Transport Corporation Limited, is an approved project by the Government of India and for which financing from Asian Development Bank and Asian Infrastructure Investment Bank has been applied. The Goods imported for the project execution are exempt from whole of the duty of customs leviable thereon under first Schedule to the Customs tariff Act 1975 (51 of 1975) and the whole of the special duty of customs leviable under section 68 of the Finance (No. 2) Act 1996 as per the provision of the Notification No. 84/97 dated 11th Nov 1997, as amended time to time. (Copy of Notification attached in PCC for ready reference).	We understand that the Social Welfare Surcharge (vide Ministry of Finance, GoI, Notification No. 11/2018-Customs dated 02.02.2018) applicable on the Customs Duty of items shall also be exempted by the Employer. Kindly confirm.	Please follow Bid Conditions
43	1	2	18.1	Page 18 of 33	Section 2 ITB 18.1 The bid validity period shall be 180 days.	We understand that the bid validity period will be from the date of submission of bid. Kindly confirm.	Please refer ITB 18.1 of Section 1 as supplemented by Section 2 BDS.
44	1	1	32.2	Page 25 of 33	Section 2 ITB 32.2 The qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, Subcontractors shall not be permitted, unless they are the part of the Bidding entity.	We request you to accept the experience of sub-contractor for the qualification experience. Kindly amend the clause.	Please follow Bid Conditions
45	1	2	45.2	Page 25 of 25	Section 1 ITB 45.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.	We understand that the failure of the Contractor and Employer to reach a common price (during price negotiation) shall not forfeit the Bid Security of the Contractor. Kindly confirm.	Please follow Bid Conditions
46	3	8A	19.1 & 19.2.3	Page 4 of 11	Section 8: Particular Conditions of Contract Part-A 19.1 & 19.2.3 Contractor shall produce the evidence of all Insurance policies which are required to effect under the Contract within 14 days and the copy of relevant Insurance Policies within 28 days of Commencement Date for the requisite validity of the Insurances as detailed in the Form of Insurance Requirements available in the Contract Forms. In case currency of Contract/Defect Notification Period is extended, then policy validity is also required to be extended suitably by the Contractor at his own cost.	We understand that if the currency of the contract is extended due to reasons attributable to employer, the Insurance premium for the extended time shall be borne by the Employer or shall be reimbursed by the Employer to the Contractor. Kindly confirm	Please follow Bid Conditions
47	1	2	36.1	26 of 33	Section 2: Bid Data Sheet ITB 36.1 Domestic preference shall be applied as follows:	Request you to delete this clause.	Please follow Bid Conditions

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48	3	8B	14.2.4	34	Section 8: Particular Conditions of Contract Part- B 14.2.4 Interest in Case of Delay in Repayment of Advances In case of a delay in the progress and/or completion of Work, as a result of which it is not possible for the Employer to recover the advance, before the original date of completion of Works stipulated in the Contract / extended date of completion (not on Contractor's account), then the interest to be charged from the Contractor on the remaining portion of the advance beyond such date, shall be equal to State Bank of India's MCLR applicable for the tenure of 01 year prevailing on the original completion date specified in the Contract plus 3% per annum for INR portion. In case of foreign currency component, recovery shall be made interest rate equal to LIBOR for tenure of six months plus three percent or three percent whichever is higher.	Request you to delete this clause as, bidder is already paying the LD for the delayed portion of work. Or Else at least, we request you to kindly exclude interest on delay in completion beyond the original completion date if an extension of time is provided as per the terms of this Contract. We believe this mechanism shall be fair and in the interest of both parties	Please follow Bid Conditions
49	1	2	19.8	Page 14 of 25	Section 1: Instructions to Bidders 19.8 If the bid security is required as per ITB 19.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 19.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.	Please allow to make bid security on name of Lead bidder in case of Joint Venture. Please confirm. And also Does legally constituted JV mean incorporation of JV under Companies Act? Kindly confirm	Please follow Bid Conditions
50	3	8A	4.4(a)	2	Section 8: Particular Conditions of Contract Part-A 4.4 (a) Maximum allowable accumulated value of work subcontracted (as a percentage of accepted contract amount)-50%	Request you to delete this clause. As because of multiple Subcontractors will results in delay of work and will create other hinderance.	Please follow Bid Conditions
51	3	8A	4.19	2	Section 8: Particular Conditions of Contract Part-A 4.19 Period of payment for temporary utilities The Contractor shall be responsible for making his own arrangements at his own cost to obtain supply of water, electricity or gas for the Works. The Employer where feasible may at its discretion assist the Contractor in this respect. No temporary utilities are envisaged to be provided by the Employer.	Request you to provide all the necessary utilities such as water,electricity,or gas etc at the work place or allow the bidder to use the existing utilities at the construction site.	Please follow Bid Conditions
52	3	8A	14.2	3	Section 8: Particular Conditions of Contract Part-A 14.2 Total advance payment Mobilization Advance:- The Employer shall pay on written request by the Contractor an interest bearing Mobilization Advance up to 10% (Ten) percent of the Accepted Contract amount, payable in the currency(ies) and in same proportion as stated in the Accepted Contract amount.The Mobilization Advance Payment shall be released in two instalments as Specified in Clause 14.2 of PCC Part B.	we understood that ,there will not be any initial interest chareges, Interest will be applicable only during repayment as per milestone. Please confirm	Please follow Bid Conditions

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53	1	2	4.1	8 of 33	Section 2: Bid Data Sheet ITB 4.1 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. There is no obligatory requirement to incorporate JV. Throughout the bidding documents, including under Section 1, Section 2, Section 3, and Section 4, the expressions "Joint Venture" or "JV" shall have the same meaning as stipulated under the Conditions of Contract Sub-Clause 1.1.46. Similarly, in the context of Joint Venture, throughout the bidding documents, the word "leader", as stipulated under the Conditions of Contract Sub-Clause 1.14, is synonymous with the word "Representative" and with the words "lead partner" and with "Lead Partner"; the word "member" is synonymous with the word "partner" and with "Partner"; and the word "members" is synonymous with "partners" and with "Partners".	We request you to allow participation of Lead bidder along with Consortium. Hence request you to attend the clause as mentioned below: 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture/ Consortium . There is no obligatory requirement to incorporate JV. Throughout the bidding documents, including under Section 1, Section 2, Section 3, and Section 4, the expressions "Joint Venture or Consortium ." or " JV/ Consortium ." shall have the same meaning as stipulated under the Conditions of Contract Sub-Clause 1.1.46. Similarly, in the context of Joint Venture / Consortium ., throughout the bidding documents, the word "leader", as stipulated under the Conditions of Contract Sub-Clause 1.14, is synonymous with the word "Representative" and with the words "lead partner" and with "Lead Partner"; the word "member" is synonymous with the word "partner" and with "Partner"; and the word "members" is synonymous with "partners" and with "Partners".	Please follow Bid Conditions
54	1	2	4.4	10 of 33	Section 2: Bid Data Sheet ITB 4.4 Any previous contract of the bidder or of any of its constituents had been terminated for contractor's failure by MoHUA along with any of its attached and subordinate offices or by any metro rail organizations in India at any time starting from 02 years before the deadline for submission of bids. Provided, however, there is no stay order or declaration by any Court against such termination of the Contract or such termination of the Contract has not been revoked.	To promote healthy competition we request you to delete the clause	Please follow Bid Conditions
55	1	2		11 of 33	The bidder or its constituent(s) has been declared by MoHUA along with any of its attached and subordinate offices or by any metro rail organizations in India to be a poor performer and the period of poor performance is still in force on the deadline for submission of bids.	To promote healthy competition we request you to delete the clause	Please follow Bid Conditions
56	1	2	14.2	15 of 33	Section 2: Bid Data Sheet ITB 14.2 In case Bidder fails to quote the lumpsum amount in the Financial Bid, in such case the offer of the Bidder shall be considered Non-Responsive and it will be summarily rejected.	We request you to amend the clause as mentioned below : In case Bidder fails to quote the lumpsum amount in the Financial Bid, in such case the offer of the Bidder shall be considered Non-Responsive and it will be summarily rejected- such items shall be available without any cost to Employer	Please follow Bid Conditions
57	1	2	14.7	17 of 33	Section 2: Bid Data Sheet ITB 14.7 Payment shall be made electronically in the account of the Contractor as per the details provided by the Contractor	We request you to amend the clause as mentioned below for better cashflow of the Lead Bidder: Payment shall be made electronically in the account of the Contractor as per the details provided by the Contractor within 15 days of receipt of invoice by the Employer.	Please follow Bid Conditions
58	1	2	36.1	29 of 33	Section 2: Bid Data Sheet ITB 36.1 Bidders shall note that if any false declaration regarding local content is found, the bidder shall be debarred for a period of three years from participating in all bids of NCRTC.	We request you to amend the clause as mentioned below: Bidders shall note that if any false declaration regarding local content is found, the bidder shall be debarred for a period of three years from participating in all bids of NCRTC; the bid shall be rejected.	Please follow Bid Conditions
59	1	2	45.2	32 of 33	Section 2: Bid Data Sheet ITB 45.2 The selected bidder shall also be disqualified and banned for further business dealings for a period of five years with the Employer.	We request you to amend the clause as mentioned below: The selected bidder shall also be disqualified and banned for further business dealings for a period of five years with the Employer.	Please follow Bid Conditions
60	1	2	37.2	30 of 33	Section 2: Bid Data Sheet ITB 37.2 To evaluate the Price Bid, the Employer shall consider the following:	We request you to add the clause as mentioned below: If the L1 bidder is not awarded the contract then L2 bidder shall be awarded to L2 and if L2 bidder refuses the contract the chance for the contract shall be given to all the bidders in order of their increasing commercial proposals bid values.	Please follow Bid Conditions

Replies to Pre Bid Queries-2A							
61	1	1	38	22 of 25	Section 1: Instructions to Bidders 38. Abnormally Low bids	We request you to mentioned the value of the Bid below which the bid shall be considered Abnormally low bid.	Please follow Bid Conditions
62	1	4	Form EXP – 1	33	Bidding Forms Form EXP – 1: Contracts of Similar Size	We request you to add the clause as mentioned below: The Employer shall consider 60% CAPEX works completed certificate from Chartered Accountant/Client of the project.	Please follow Bid Conditions
63	1	4A		12	Site Organization 4A -Annexure for Technical Proposal However, these personnel shall be deployed at site in advance as per requirement and as directed by the Engineer and the decision of Engineer in this regard shall be final and binding. The Contractor shall submit the CVs of the above key positions to Engineer for his approval within 28 days of issue of letter of Acceptance (LoA).	We understand that the personnel deployed under the contract can be from Lead Bidder partner/subcontractor/OEM which are not part of JV or consortium. Request you consider the same.	Please follow Bid Conditions
64	1	4A		12	Site Organization 4A -Annexure for Technical Proposal (d) The Bidder shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section IV, Bidding Forms. The Project Manager, Design Manager and Testing and Commissioning Engineer In-charge should have been employees of the OEM Contractor firm for not less than 5 years.	We request you to amend the clause as mentioned below considering the high attrition rate of skilled manpower: (d) The Bidder shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section IV, Bidding Forms. The Project Manager, Design Manager and Testing and Commissioning Engineer In-charge should have been employees of the OEM Contractor firm for not less than 5 years.	Please refer Addendum & Corrigendum-02A
65	3	8A & 8B	21.6	17 of 34	Bidding Documents Part 3 18. ARBITRATION Any dispute, controversy or claim arising out of or relating to this Agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996(Act no 26 of 1996) as amended from time to time. The venue of the arbitration shall be Delhi.	We request you to amend the clause as mentioned below: Any dispute, controversy or claim arising out of or relating to this Agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above a third party shall be appointed as Arbitrator on mutual agreement of Employer and contractor and the cost of arbitration shall be borne equally between the parties , it will be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996(Act no 26 of 1996) as amended from time to time. The venue of the arbitration shall be Delhi.	Please follow Bid Conditions
66	3	8B	13	31 of 34	Bidding Documents Part 3 13. Survival Contractor agrees that all of its obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement and obligations of indemnity shall survive for a period of 10 years after any expiration or termination of this Agreement.	We request you to amend the clause as mentioned below considering the practical scenarios and cost implications of obligations of contractor: Contractor agrees that all of its obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement and obligations of indemnity shall survive for a period of 10 years 2 years after any expiration or termination of this Agreement.	Please follow Bid Conditions
67	3	8B	14.2.1	3	Particular Conditions of Contract Mobilization Advance The Employer shall pay on written request by the Contractor an interest bearing Mobilization Advance up to 10% (Ten) percent of the Accepted Contract amount, payable in the currency(ies) and in same proportion as stated in the Accepted Contract amount.	We request Employer to provide interest free advance for better cashflow of contractor: The Employer shall pay on written request by the Contractor an interest-bearing Mobilization Advance up to 10% (Ten) percent of the Accepted Contract amount, payable in the currency(ies) and in same proportion as stated in the Accepted Contract amount.	Please follow Bid Conditions
68	3	8B	14.8	3	Particular Conditions of Contract Delayed Payment The financing charges shall be calculated at an interest rate equal to bank rate of Reserve bank of India (RBI) plus three percentage for INR portion. In case of foreign currency component, recovery shall be made interest rate equal to LIBOR for tenure of six months plus three percent	We request you to amend the clause as mentioned below: The financing charges shall be calculated at an interest rate equal to bank rate of Reserve bank of India (RBI) plus three percentage for INR portion for entire duration of delay from 30th day of submission of payment certificate by contractor . In case of foreign currency component, recovery shall be made interest rate equal to LIBOR for tenure of six months plus three percent	Please follow Bid Conditions

Replies to Pre Bid Queries-2A							
69	3			33	General Conditions 4.13 Rights of Way and Facilities The Contractor shall bear all costs and charges for special and/or temporary rights-of-way which may be required for the purposes of the Works, including those for access to the Site.	Please confirm if the payments made to any relevant government authorities as statutory charges including restoration if levied by the concerned authorities to grant ROW permission shall be reimbursed extra at actual. Also, provide for extension of time in case of delay in obtaining the approvals for reason beyond the control of the Contractor	Please follow Bid Conditions
70	3	7	4.13	33	General Conditions 4.13 Rights of Way and Facilities The Contractor shall bear all costs and charges for special and/or temporary rights-of-way which may be required for the purposes of the Works, including those for access to the Site.	We request Employer to confirm that any delay in achieving milestones due to Right of Way approval beyond the scope of contractor or third party dependencies shall not make contractor liable in any way.	Please follow Bid Conditions
71	1	1	2	3 of 25	Section 1: Instructions to Bidders 2. Source of Funds The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued	We request the Employer to confirm that the funds are available with Employer. Also, we request you to mention the details regarding source of funds and allocation to the project.	Please refer Addendum & Corrigendum-05A
72	3	7	4.19	35	General Conditions Temporary Utilities The Contractor shall, except as stated below, be responsible for the provision of all temporary utilities, including electricity, gas, telecommunications, water and any other services the Contractor may require for the execution of the Works.	We request Employer to reimburse on actuals with submission of invoices for all temporary utilities, including electricity, gas, telecommunications, water and any other services the Contractor may require for the execution of work. Also Kindly confirm during the DLP and Maintenance all the recurring charges such as all temporary utilities, including electricity, gas, telecommunications, water and any other services the Contractor shall be reimbursed at actuals monthly on generation of invoices.	Please follow Bid Conditions
73	1	3	2.2.1	Pg 5 of 12	Section 3: Evaluation and Qualification Criteria Non-performance of a contract a did not occur as a result of contractor default since 1st March, 2015.	We kindly request you to remove this clause.	Please follow Bid Conditions
74	Financial Bid	Annexure -2	Schedule -3		Financial Bid- Annexure -2 Schedule -3	To meet the tender requirement Please include TFT for concure and single sided LED boards for platform in the minimum BoQ	Please refer Addendum & Corrigendum-05A
75	Financial Bid	Annexure -2	Schedule -5	Annexure-2	Financial Bid- Annexure -2 Schedule -5 24 Port Industrial Layer-2 Switches complete with all enclosures and accessories	Please change the BoM in line with PS	Please refer Addendum & Corrigendum-05A
76	Financial Bid	Annexure -2	Schedule -7	Annexure-2	Financial Bid- Annexure -2 Schedule -7 Layer 3 (min 48 ports) and associated accessories (incl SFP's) for Stations/depots/OCC/BCC as per PS	The PS has distribution L3 switch with 24 ports while in BoM, it seems to be a typo error, please change it to 24 ports as per PS	Please refer Addendum & Corrigendum-05A
77	Financial Bid	Annexure -2	Schedule -7	Annexure-2	Financial Bid- Annexure -2 Schedule -7 Central Core Switch and associated accessories (incl. specific SFPs etc) for OCC as per PS	Request you to change the description from "OCC" to OCC/BCC.	Please refer Addendum & Corrigendum-05A
78	3	8A	1.1.27		Section 8: Particular Conditions of Contract Part-A Ref Clause - 1.1.27 , Defects Notification Period or "DNP" - 36 Months	In case, Taking Over Certificate of the last section is delayed due to no fault of Bidder, The Defect Liability Period will start from original scheduled completion date as per contract and continue upto 24 months. Similarly , if Taking Over Certificate is delayed 3 months beyond date of commissioning, The Defect Liability Period shall start immediately after completion of 3 months from date of Commissioning.	Please follow Bid Conditions

Replies to Pre Bid Queries-2A							
79	3				General - SLA	Penalties in case of non-availability or in the event of system getting down or breach of availability is not properly defined. Request to clarify. Also what is the limit of liability/penalty in case of SLA	Please follow Bid Conditions
80	3	7	1.7		Assignment Clause	<p>We propose to include the below clause in the GCC under the relevant section:</p> <p>"The Contractor shall not, without the express prior written consent of the Employer, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract to any Financial Institution(s) or Bank(s) or NBFC(s).</p> <p>In the event the Contractor assigns the monies due and payable to it or that may become due and payable to it, under the Contract, to any Financial Institution(s) or Bank(s) or NBFC(s), the Contractor shall acknowledge the intimation letter it may receive from such financial institution(s) or Bank(s) or NBFC (s). If the Contractor does not reply within 15 (Fifteen) days of the receipt of the intimation letter, it can be considered as "acknowledged by Employer". Furthermore the Employer will provide an indicative date by when the funds will be released to the SI as a measure of comfort for the decisions of Financial Institution(s) or Bank(s) or NBFC(s)."</p>	Please follow Bid Conditions
81	3	8A		1	Section 8, Part-A-Contract Data : However shared access for construction of the Works shall be in phased manner as detailed in Employer's Requirement.	The Contractor shall be entitled to extension of time and Costs in the event of any disruptions caused by the other contractors or delay in providing the site access. Please confirm.	Please follow Bid Conditions
82	3	8A	21.6	6	Section 8, Part-A Contract Data: In the event that the aforesaid two arbitrators are unable to appoint the third and presiding arbitrator, the third and presiding arbitrator shall be appointed by President of Indian Council of Arbitration New Delhi India.	The appointment of presiding arbitrator if not made by the two appointed arbitrators, shall be as per the Act.	Please follow Bid Conditions
83	3	8A	21.6	6	Section 8, Part-A: The minimum qualification and experience of the arbitrators which may be appointed by the Parties in accordance with the contract is set out below: i) A working/retired officer (not below E-8 grade in a central public sector undertaking in India, with which the Employer has no direct business relationship), of engineering or accounts/finance discipline, having experience in management of construction contracts; or ii) A retired officer (not below the SAG level in Indian Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in management of construction contracts;	The minimum qualifications set forth here require the arbitrators to be only technical arbitrators. However, there may be questions of law to be adjudicated. Therefore, parties to be given the scope to select a suitable arbitrator depending on the nature of the dispute/claims. Please delete this provision.	Please follow Bid Conditions
84	3	8A	21.6.8	7	Section 8, Part A:21.6.8 The award of the arbitral tribunal shall be binding on the Parties. Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.	This clause disentitles the legal right to be paid interest for late payments until the date of award. Please delete the words in red.	Please follow Bid Conditions
85	3	8B	1.12 and 1.17	4 and 5	Section 8, Part-B: 1.12 and 1.17 (i) NCRTC's right to audit and examine the records and accounts of the executing and implementing agencies and all contractors, suppliers, consultants, and other service providers as they relate to the Project,	These auditing rights to Employer/ Banks shall be limited to the records of the Project and to check the utilisation of any Advance Amount provided by the Employer.	Please follow Bid Conditions
86	3	8B	3.2 (f) and 20.1	6	Section 8, Part-B: 3.2 (f) Clause 20.1: [Claims]: agreeing extension of time and/or additional payment.	The requirement for prior consent from Employer in case of adjudication of contractor's claims under 20.1 makes the adjudication process biased. Please delete this requirement.	Please follow Bid Conditions

Replies to Pre Bid Queries-2A							
87	3	8B	4.1	6	Section 8, Part-B: Clause 4.1 Contractor's Warranty	Please confirm that the "Other than the warranties expressly provided under this clause, the Contractor disclaims all warranties, guarantees and representations, under contract or law either express or implied including the warranties of merchantability or fit for purpose." Further, please confirm that the Contractor shall be entitled to time and costs in the event of any delays caused by the Employer or its other contractors including force majeure events. This shall be an exception for the waiver provided under last para in this clause 4.1 PCC	Please follow Bid Conditions
88	3	8B	4.2.1	9	Section 8, Part-B, Clause 4.2.1 Second Para	To delete "by written notice immediately terminate the Contractor's employment".	Please follow Bid Conditions
89	3	8B	4.4	9	Section 8, Part B, Clause 4.4-Subcontractor as amended in PCC	The orders placed by the Contractor for procurement of supplies, engagement of labour contractors shall not be construed as 'Subcontracting' requiring compliance with this clause. Please confirm.	Please follow Bid Conditions
90	3	8B	4.6 (b)-(h)	11 and 12	Section 8, Part-B, Clause 4.6 (b) - (h) Cooperation	The contractor shall however be entitled to extension of time and costs in the event of any delays caused not attributable to it during the co-ordination with the 'other contractors' or delays caused by Designated Contractors.	Please follow Bid Conditions
91	3	8B	4.6	12	Section 8, Part-B, Clause 4.6 last paragraph-Co operation	The liability for 'additional payments' by the contractor for such delays caused directly attributable to the Contractor's delay, shall be considered in levy of the Delay Damages and shall be subjected to the terms thereto. Please confirm.	Please follow Bid Conditions
92	3	8B	4.10(f)	13	Section 8, Part-B, Clause 4.10 (f)- Use of Site Data	The risk of damage to property in adjacent site due to construction works is construed as limited to the construction works carried out by the Contractor.	Please follow Bid Conditions
93	3	8B	4.25	16	Section 8, Part-B, Clause 4.25 Audit Rights	The Audit Rights provided here shall be subject to the Employer providing prior written notice to conduct within reasonable business hours, the auditing documentation access shall only be restricted to that of this Project/Contract. Any third party consultant engaged by the employer including banks shall maintain utmost confidentiality of the process	Please follow Bid Conditions
94	3	8B	6.2	18	Section 8, Part-B, Clause 6.2- Rates of Wages and conditions of labour	Principal employer referred here is construed as "the Employer" under this contract. Further, the indemnity of the contractor provided hereunder shall be to the actual costs incurred by the Employer due to non compliance of applicable laws by the contractor.	Please follow Bid Conditions
95	3	8B	8.5(d)	26	Section 8, Part-B, Clause 8.5 (d)- Extension of time	The clause under GCC to be retained.	Please follow Bid Conditions
96	3	8B	8.6	27	Section 8, Part-B, Clause 8.6- Authority's delay	this may be too short duration. It shall be as per Contractor's claims period under 20.1	Please follow Bid Conditions
97	3	8B	8.8	27	Section 8, Part-B, Clause 8.8 PCC- Delay Damages	Please delete applicability of LDs on milestone basis. Further, if milestone LD is applicable, then in the event the contractor achieves the completion date agreed despite delay in a milestone, then the milestone LD s shall be waived/ returned if recovered.	Please follow Bid Conditions
98	3	8B	11.3	28	Section 8, Part-B, Clause 11.3 PCC- Extension in DNP	To delete extension of DNP	Please follow Bid Conditions
99	3	8B	14.2.4	34	Section 8, Part-B, Clause 14.2.4 PCC- Interest in delayed repayment of advances	To delete the sub clause entirely.	Please follow Bid Conditions

Replies to Pre Bid Queries-2A							
100	3	8B	14.7	35	Section 8, Part-B, Clause 14.7 PCC- Payment	To delete: "The Engineer shall have the power to omit from any of the Contractor's requests for payment for the value of any work executed or Materials supplied or services rendered with which he may for the time being be dissatisfied with and for that purpose or for any other reason which seems proper in its sole discretion, may delete, correct or modify the sum(s) previously certified by him as being due to the Contractor.". Once certified, the IPC shall fall due and payable.	Please follow Bid Conditions
101	3	8B	15.2.1	38	Section 8, Part-B, Clause 15.2.1 PCC_ Termination by Employer	Amalgamation and restructuring may not be with prior consent of the Employer. Please delete. except for the purpose of amalgamation or reconstruction with the prior written consent of the Employer (who may specify additional conditions for consent	Please follow Bid Conditions
102	3	8B	15.9	40	Section 8, Part-B, Clause 15.9 PCC- Corrupt and Fraudulent Practices	To delete. This shall be exercised only if the Contractor is proven by court of competent authority to have engaged in corrupt or fraudulent practice. "subclause (iii)- breach of contract condition during execution" shall be deleted from exercise of this ban.	Please follow Bid Conditions
103	1	2	14.7	3 of 24; 9 of 24	Part 1, Section 2 BDS, ITB 14.7 ; SI. No. 5 of Addendum 1; Part 3, Section 8, PCC Part A Contract Data, 14.15(g), 2nd Paragraph. SL. No. 14 of the Addendum-1	Whether the Contractor will be entitled to additional costs incurred as a result of foreign currency fluctuations?	Please follow Bid Conditions
104	3	8B	2.4	11 of 24	SI. 20. of Addendum -1 ; Part 3, Section 8, PCC Part B, Clause 2.4	To retain the clause in PCC. Notice of any suspension of funding is necessary to be given by employer to contractor	Please follow Bid Conditions
105	3	8B	16.1	17 of 24	SI. 27 and 28. of Addendum -1; Part 3, Section 8, PCC Part B, Clause 16.1, 3rd part- Suspension by Contractor	To retain the clauses in PCC. Contractor must have the right to suspend and later terminate- in the event of cancellation or suspension of funding to the Employer.	Please follow Bid Conditions
106	3	9	JOINT VENTURE /CONSORTIUM AGREEMENT	17 of 34	SECTION 9, PART-III- JOINT VENTURE /CONSORTIUM AGREEMENT	The JV Agreement shall expire also in the event the JV Bidder is not successful in the tender or if the LOA is issued to any third party bidder.	Please follow Bid Conditions
107	3	9	Non-Disclosure Agreement	31 of 34	Part-III- Non-Disclosure Agreement	The NDA shall be mutual terms wherein both the Employer and the Bidder/Contractor are disclosing and recipient parties. Further, the term of the NDA for unsuccessful bidders shall be until the expiry of the bid submitted.	Please follow Bid Conditions
108	3	8B	6.2	Pg 42	General Conditions 6.2 - Rates of Wages and Conditions of Labour The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment (including wages and working hours), health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.	Revision of rates of minimum wages is a change in law event and therefore, to be provided. Plz confirm.	Please refer Addendum & Corrigendum-02A
109	3	8B	4.1	Pg 8 of 44	Section 8: Particular Conditions of Contract Part- B CL 4.1 No claim for additional payment or extension of time shall be entertained and/or the Contractor shall not be relieved from any obligation/liability under the Contract, for any delay, suspension, impediment to or adverse effect upon the progress of the Works due to any mistake, inaccuracy, discrepancy or omission in or between the Contractor's definitive Design and the final Design, or any failure by the Contractor to prepare any Design Data or submit the same to the Engineer in due time and the Contractor shall promptly make good any such defect at his own cost.	This shall be except in case of variation in design or delay due to Employer- pls confirm	Please follow Bid Conditions

Replies to Pre Bid Queries-2A							
110	1	2	14.7	16 of 33	Section 2: Bid Data Sheet ITB 14.7 The Delhi Ghaziabad Meerut Corridor of Regional Rapid Transit System being Implemented by National Capital Region Transport Corporation Limited, is an approved project by the Government of India and for which financing from Asian Development Bank and Asian Infrastructure Investment Bank has been applied.	Kindly request you mentioned the funds from Asian Development Bank and Asian Infrastructure Investment Bank has been approved and available.	Please refer Addendum & Corrigendum-05A
111	1	1	19.5	Page 14 of 25	Section 1: Instructions to Bidders 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 45.	The return of bid security of unsuccessful bidder should ideally be not linked with the successful bidder furnishing the PBG- pls consider a change till award of LOA or the validity of bid expires, whichever is earlier. Kindly confirm	Please refer Addendum & Corrigendum-02A
112	1	4		6	Bidding Forms (w) We declare and confirm that in the submission of this bid, 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 bid price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our bid to be noncompliant and if the contract has been awarded to declare the contract null and void	Does this mean that sub-contractors cannot be engaged? Do subcontractors fall under the meaning of agents herein? Request to clarify.	Please follow Bid Conditions
113	3	8B	4.1	7	Section 8: Particular Conditions of Contract Part- B 4.1 Contractor's General obligation f. The Contractor shall indemnify the Employer against any damage, expense, liability, loss or claim, which the Employer might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.	Contractor to indemnify against all such claims pertaining to its Access to Site, if the claims/ costs are arising out of the acts attributable to the Contractor. Please confirm.	Please follow Bid Conditions
114	1	4	Form PER - 1 & Form PER - 2	14 to 15	Section 4: Bidding Forms - Without Prequalification Form PER - 1: Proposed Personnel & Form PER - 2:Resume of Proposed Personnel	Kindly provide Key Personnel List, education qualification and years of experience	Please follow Bid Conditions
115	1	4		8 to 9	Section 4: Bidding Forms - Without Prequalification Bid Security 11. Notwithstanding anything contained herein: a) Our liability under this guarantee shall not exceed _____ (in words) b) This Bank Guarantee shall be remain valid upto _____ c) We are liable to pay up to the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upto us a written claim or demand on or before _____	Kindly amend the clause as below: 11. Notwithstanding anything contained herein: a) Our liability under this guarantee shall not exceed _____ (in words) b) This Bank Guarantee shall be remain valid upto _____ c) We are liable to pay up to the guarantee amount only and only if we receive from you a written claim or demand not later than _____ . All your rights as well as our liability under this Bank Guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on _____ not later than _____ .	Please follow Bid Conditions
116	1	3	2.4	8 to 9	Section 3: Evaluation and Qualification Criteria 2.4 Design and Construction Experience 2.4.1(b) Contracts of Similar Size: (Other Utility Infrastructure shall mean projects for Smart Cities/ Airport centres having at least 4 (four) Sub-systems out of DTS/FOTS, Radio, EPABX, CCTV, PAS, PIDS, MCLK, ACIDS)	Kindly amend the clause as below: (Other Utility Infrastructure shall mean projects for Smart Cities/ Airport centres having at least 4 (four) Sub-systems out of DTS/FOTS, Radio, EPABX, CCTV, PAS, PIDS/ FIDS , MCLK, ACIDS)	Please follow Bid Conditions

Replies to Pre Bid Queries-2A							
117	1	3	2.4.2	11 of 14	<p>Section 3: Evaluation and Qualification Criteria-R1</p> <p>2.4.2 Construction Experience in Key Activities</p> <p>C. Completed two projects where EPC of JV/ Specialist sub-contractor (who is OEM) works with RAN of any other vendor AND Completed two projects where RAN of JV/ Specialist sub-contractor (who is OEM) works with EPC of any other vendor</p> <p>D. Completed Design, Supply, Installation, Testing and Commissioning of</p> <p>(i) Half Height PSG for at least 618 doors for Rail based Transit System in a single work.</p> <p>AND</p> <p>(ii) Full Height PSD at Underground Stations for at least 83 doors for Rail based Transit System in a single work.</p>	Request you to allow the OEM credential for the same.	Please follow Bid Conditions
118	1	4	FORM FIN-4			As per FORM FIN-4 currents contract commitments should be calculated using values from 28 days prior to the bid submission deadline (INR equivalent based on foreign exchange rate as the same date)." Please confirm if instead of values from 28 days prior to the bid submission deadline, values of 31.12.19 can be used. Please confirm if instead of foreign exchange rate from 28 days prior to the bid submission deadline, foreign exchange rate of 31.12.19 can be used.	Please follow Bid Conditions
119	1	3	2.4.1(b)	pages 9, 10 of 14	<p>Section 3: Evaluation and Qualification Criteria-R1, Part 1,</p>	<p>2.4.1(b)</p> <p>We understand total project value for the similar works contract to be considered for complying this clause, please confirm</p> <p>Request to modify as follows:</p> <p>2.4.1(b)</p> <p>(A) Participation as a contractor or JV partner in One Single Contract, within the last Ten years ending last day of the month previous to the month of bid submission, that has been completed/ ongoing where the total value of the Bidder's participation exceeds INR 1000 million in the similar work.</p> <p>OR</p> <p>(B) Participation as a contractor or JV partner in Two Single Contracts, within the last Ten years ending last day of the month previous to the month of bid submission, that has been completed/ ongoing where the total value of the Bidder's participation exceeds INR 625 million in each Contract in the similar work.</p> <p>OR</p> <p>(C) Participation in Three Single Contracts as a contractor or JV partner, within the last Ten years ending last day of the month previous to the month of bid submission, that has been completed/ ongoing where the total value of the Bidder's participation exceeds INR 500 million in each Contract in the similar work.</p> <p>Similar Work for 2.4.1(b) shall mean:</p> <p>Rail based transitSystem or Other Utility Infrastructure having at least 3 (three)Sub-systems out of DTS/FOTS, Radio, EPABX, CCTV, PAS, PIDS, MCLK, ACIDS.(Other Utility Infrastructure shall mean projects for Smart Cities/ City Surveillance/ Airport centres.)</p> <p>In case of large O&M ongoing projects, 80% CAPEX completion certificate from CA/ Client to be submitted.</p>	Please follow Bid Conditions

Replies to Pre Bid Queries-2A							
120	1	3	2.4.2 B	pages 11 of 14 Section 3: Evaluation and Qualification Criteria-R1, Part 1,		Request to modify as follows: B. Completed / ongoing Design, Supply, Installation, Testing, Commissioning and Integration of at least 3 (three) Telecommunication Sub-Systems out of DTS/FOTS, EPABX, CCTV, PIDS, PAS, MCLK, Radio for at least i.8 number of stations in rail-based transit systems in a single work ORii. One Smart City Project/ City surveillance project ORiii. One Airport Project In case of large O&M ongoing projects, 80% CAPEX completion certificate from CA/ Client to be submitted.	Please follow Bid Conditions
121	1	3	Notes for Clause 2.4.1 & 2.4.2: -	pages 13 of 14 Section 3: Evaluation and Qualification Criteria-R1, Part 1,		Request to clarify the following clause: 7. Only the work under revenue operation shall be considered for fulfilling the requirements under clause 2.4.1. In case of partial revenue operation of a project, the section under revenue operation shall only be considered. The same shall be substantiated by a certificate as specified in Section 4: Bidding Forms EXP-1 and/or EXP-2. 8. Only the work under revenue operation for at-least one year shall be considered for fulfilling the requirements under clause 2.4.2. In case of partial revenue operation of a project, the section under revenue operation shall only be considered. The same shall be substantiated by a certificate as specified in Section 4: Bidding Forms EXP-1 and/or EXP-2.	Please follow Bid Conditions
122	3	7	1.15	GCC 20	Limitation of Liability Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than under: (a) Sub-Clause 8.8 [Delay Damages]; (b) sub-paragraph (c) of Sub-Clause 13.3.1 [Variation by Instruction]; (c) Sub-Clause 15.7 [Payment after Termination for Employer's Convenience]; (d) Sub-Clause 16.4 [Payment after Termination by Contractor]; (e) Sub-Clause 17.3 [Intellectual and Industrial Property Rights]; (f) the first paragraph of Sub-Clause 17.4 [Indemnities by Contractor]; and (g) Sub-Clause 17.5 [Indemnities by Employer]. The total liability of the Contractor to the Employer under or in connection with the Contract, other than: (i) under Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment]; (ii) under Sub-Clause 4.19 [Temporary Utilities]; (iii) under Sub-Clause 17.3 [Intellectual and Industrial Property Rights]; and (iv) under the first paragraph of Sub-Clause 17.4 [Indemnities by Contractor], shall not exceed the sum stated in the Contract Data or (if a sum is not so stated) the Accepted Contract Amount. This Sub-Clause shall not limit liability in any case of fraud, gross negligence, deliberate default or reckless misconduct by the defaulting Party.	Request to modify as follows: 1.15 Limitation of Liability Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract The total liability of the Contractor to the Employer under or in connection with the Contract, other than: (i) NA (ii) NA (iii) under Sub-Clause 17.3 [Intellectual and Industrial Property Rights]; and (iv) NA shall not exceed the sum stated in the Contract Data or (if a sum is not so stated) the Accepted Contract Amount. This Sub-Clause shall not limit liability in any case of fraud, gross negligence, deliberate default or reckless misconduct by the defaulting Party.	Please follow Bid Conditions

Replies to Pre Bid Queries-2A							
123	3	7	4.1	GCC Pg 23	<p>Contractor's General Obligations The Contractor shall execute the Works in accordance with the Contract.</p> <p>When completed, the Works (or Section or Part or major item of Plant, if any) shall be fit for the purpose(s) for which they are intended, as defined and described in the Employer's Requirements (or, where no purpose(s) are so defined and described, fit for their ordinary purpose(s)).</p>	<p>Request to modify as follows:</p> <p>4.1 Contractor's General Obligations The Contractor shall execute the Works in accordance with the Contract.</p> <p>When completed, the Works (or Section or Part or major item of Plant, if any) shall be fit for the purpose(s) for which they are intended, as defined and described in the Employer's Requirements.</p>	Please follow Bid Conditions
124	3	7	17.4	GCC Pg 92	<p>Indemnities by Contractor The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all third party claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p> <p>(a) bodily injury, sickness, disease or death of any person whatsoever arising out of or in the course of or by reason of the Contractor's execution of the Works, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents; and</p> <p>(b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss:</p> <p>(i) arises out of or in the course of or by reason of the Contractor's execution of the Works, and</p> <p>(ii) is attributable to any negligence, wilful act or breach of the Contract by the Contractor, the Contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.</p> <p>The Contractor shall also indemnify and hold harmless the Employer against all acts, errors or omissions by the Contractor in carrying out the Contractor's design obligations that result in the Works (or Section or Part or major item of Plant, if any), when completed, not being fit for the purpose(s) for which they are intended under Sub-Clause 4.1 [Contractor's General Obligations].</p>	<p>Request to modify as follows:</p> <p>17.4 Indemnities by Contractor The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all third party claims, damages, losses and expenses in respect of:</p> <p>(a) bodily injury, sickness, disease or death of any person whatsoever arising out of or in the course of or by reason of the Contractor's execution of the Works, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents;</p> <p>The Contractor shall also indemnify and hold harmless the Employer against all acts, errors or omissions by the Contractor in carrying out the Contractor's design obligations that result in the Works (or Section or Part or major item of Plant, if any), when completed.</p>	Please follow Bid Conditions
125	3	7		GCC Pg 93	18.1 Exceptional Events	Request to include vandalism	Please follow Bid Conditions
126	3	8A	8.8	PCC Part A Pg 3	8.8 Maximum amount of delay damages	Request to modify to Maximum 5%	Please follow Bid Conditions
127	3	8A	4.25	PCC Part A Pg 16	4.25 [Add new Sub-Clause 4.25 as follows:] Audit Rights	Please include: Audit findings to be treated a confidential information. Audit to be conducted not more then once a year.	Please follow Bid Conditions

Replies to Pre Bid Queries-2A							
128	3	8A	5.1	PCC Part A Pg17	<p>5.1 General Design Obligations Add at the end of the Second-last para of Clause 5.1 as follows: The Designer/Design sub-Contractor shall open his design office in Delhi/NCR with required minimum key personnel. Till such time the compliance of above is done, No progress payment with respect to design will be made. Notwithstanding that any design details may be included in the Contract, this shall in no way limit the responsibility on the Contractor to design, manufacture, supply, install, test and commission the Works so that they are fit for the purposes expressed or implied in the Contract.</p>	<p>Request to modify as follows: 5.1 General Design Obligations Add at the end of the Second-last para of Clause 5.1 as follows: The Designer/Design sub-Contractor shall open his design office in Delhi/NCR with required minimum key personnel. Till such time the compliance of above is done, No progress payment with respect to design will be made. Notwithstanding that any design details may be included in the Contract, this shall in no way limit the responsibility on the Contractor to design, manufacture, supply, install, test and commission the Works so that they are fit for the purposes expressed in the Contract.</p>	Please follow Bid Conditions
129	3	8A	8.14	PCC Part A Pg27	<p>8.14 Add a new Clause 8.14 below Clause 8.13 as follows:</p>	Please delete this clause	Please follow Bid Conditions
130	3	7	Additional Clause	NA		<p>Please add following clause: INVENTIONS AND INTELLECTUAL PROPERTY No right, title or interest in Contractor Intellectual Property will be transferred to Employer under this Agreement, including Intellectual Property which existed prior to or is created independent of the performance of the Agreement. All Intellectual Property and results of Services, including software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), conceived or developed by Contractor in connection with the Agreement are the sole property of Contractor and Employer has no right or license to the Intellectual Property or Inventions except as granted in the Agreement. Contractor and its suppliers retain all right, title and interest to all Software provided by Sub-contractor, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Employer. Employer agrees to hold all Software supplied by Contractor in strict confidence and will employ best efforts to not disclose the Software to others. All Software delivered by Contractor is subject to a software license ("License"). If Employer does not agree to a separate software license with Contractor, Employer does not have a license or right to any Software.</p>	Please follow Bid Conditions
131	3	7	Additional Clause	NA	Additional Clause	<p>Please add following clause: Notwithstanding anything to the contrary, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the parties agree that Contractor shall be entitled to an equitable extension of time to deliver or perform its work and appropriate additional compensation to the extent Contractor's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.</p>	Please follow Bid Conditions
132	1	4	Form FIN – 3	Credit Line (must be substantiated by FIN - 3A) a	Form FIN – 3: Availability of Financial Resources	We understand that it is a solvency certificate to be taken from the Bank & submitted in bid. Please confirm	Please follow Bid Conditions

Replies to Pre Bid Queries-2A							
133	1	2	14.7	Page no 16&17		As per the clause "The subsequent Interim -certificate shall be processed for payment upon submission of documentary evidence in the form of Challans/GSTR Form-2A as the case maybe towards payment of GST collected on the previous Interim payment certificates to the GST Authorities. However, if subsequent bills are raised before the return submission date of previous Bill period, the documentary evidence towards payment of GST shall be provided within 7 days from the date of such return filing. The Final payment certificate/single payment certificate, payment shall be released on the undertaking by the contractor/supplier for providing evidence within 07 days from the due date of such return filing for final bill based on GST provision for due dates..... We will submit a certificate from CA instead of providing challans /form 2 A or Latest filed return -pl confirm	Please follow Bid Conditions
134	1	2	14.7	Page no 17		All payments, will be subject to deduction of tax at source in accordance with the provisions of the Indian Income tax Act and any other applicable law, including any Withholding Taxes etc. BOCW Cess shall be applicable on Contract Price. -Our understanding is that our bid price should be inclusive of BOCW and NCRTC will deduct BOCW from our payment and will deposit to the Government - kindly confirm whether our understanding is correct	Please follow Bid Conditions
135	1	2	14.7	Page no 16		It is mentioned as per the clause that "The Goods imported for the project execution are exempt from whole of the duty of customs leviable thereon under first Schedule to the Customs tariff Act 1975 (51 of 1975) and the whole of the special duty of customs leviable under section 68 of the Finance (No. 2) Act 1996 as per the provision of the Notification No. 84/97 dated 11th Nov 1997, as amended time to time. Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the Goods. Importer on Record can be NCRTC or domestic JV partner. - As mentioned importer on record would be NCRTC or Domestic JV partner - in view of this whether NCRTC would enter into High seas sale agreement for Imprted material . ? we would also like to inform that this would be works contract and High seas sale transaction is not allowed under works contract . Request you to confirm the modality for this transaction .Pl also confirm for following a) whether bidder can be importer on record b) if answer to a above is yes then whether the bidder can avail custom duty exemption basis the certificate provided by employer as mentioned in the clause	Please follow Bid Conditions
136	3	7	4.2	23	Section 7 /Clause no 4.2 / Performance security	Request you to confirm whether initially we can provide Performance security up to period of 3.5 years along with the letter mentioning that New PBG will be issued for future required period before expiring this BG	Please follow Bid Conditions
137	3	8B	1.1 7	4&5	Section 8 / particular conditions of contract -Part B /clause no1.1 7	This inspection and audit clause is not acceptable and even if the bank want to audit and inspection then that should be shuld be limited to operations of site activites	Please follow Bid Conditions
138	3	8B	4.25	16	Section 8 / particular conditions of contract -Part B /clause no 4.25/Audit Rights	This clause is not acceptable and even if wmployer want to audit as mentioned in this clause then that should be limited to operations of site activites	Please follow Bid Conditions

Replies to Pre Bid Queries-2A							
139	1	3	4&5	Page 13of 14 of Bidding Documents Part1 Section 3 :Evaluation and Qualification Criteria - R1	Bidding Documents Part1 Section 3 :Evaluation and Qualification Criteria - R1 Clause SNo 4&5.- For Foreign bidders for PSD,PSG The JV member/Specialist subcontractor meeting the requirement of 2.4.2.D must have completed Design,Supply,Installation,Testing and Commissioning of Half Height PSG or Full Height PSD in at least 5 stations for Rail based transit system within the last 10 years ending the last day of month previous to bid submission, Either outside the country of its incorporation OR IN INDIA.	For Foreign bidders for PSD,PSG, The Clause SNo 4& 5 defines the experience required outside country of incorporation or in India by JV member /Specialist Subcontractor responsible for PSG,PSD . Kindly reconfirm that this is the complete overseas or India experience requirement ,as applicable to foreign bidders of PSD,PSG equipment. Revenue operation of 1 year(SNo 8)does not apply.	Please follow Bid Conditions
140	1	4A		Annex and Addendum	Annexure to Technical proposal and Addendum	Availability of Design Manager (LTE): To be mobilized Within 1 month from Commencement Date of work full time till completion of project. We feel that Design Manager is not required for full time till completion of project and request to amend as bidders to consider as per own requirement and only to Design phase. Such experts are expensive for such long duration Testing and Commissioning Engineer In charge (LTE) : To be posted at site at least 2 months before start of S&TC system installation and upto six months after commissioning of last section - We feel the duration of requirement is too long and suggest to amend as required during testing and commissioning period	Please follow Bid Conditions
141	1	4A	02B. P24_Addendum and Corrigendum-02B/04. Section 4A_Annexure for Technical Proposal-R1	31 of 41		Bidder request NCRTC to reduce the Deputy PM requirement from current 4nos to 1 common Deputy PM .This PM & Deputy PM will be supported by all the 4 design managers to effectively manage all the activities .So kindly ammend the requirement ..	Please follow Bid Conditions

Replies to Pre Bid Queries-2A							
142	1	4A		31 and 32 of 41	<p>02B. P24_Addendum and Corrigendum-02B/04. Section 4A_Annexure for Technical Proposal-R1 Site Organization Chart Point 2</p> <p>Deputy Project Manager (S&TC) : 15 years ETCS experience of Project execution and should have been employee of the JV member at Equivalent Post on whose credentials of ETCS L2, JV is qualifying. Deputy Project Manager (LTE) : 15 years S&T experience of Project execution and should have been employee of the JV member/ Sub-Contractor at Equivalent Post on whose credentials of LTE, JV is qualifying. Deputy Project Manager (PSD) : 15 years S&T experience of Project execution and should have been employee of the JV member/ Sub-Contractor at Equivalent Post on whose credentials of PSD, JV is qualifying. Deputy Project Manager (Telecom) : 15 years S&T experience of Project execution and should have been employee of the JV member at Equivalent Post on whose credentials of Telecom, JV is qualifying.</p>	<p>Requirement of 4 Deputy project Managers have been added in Addendum 2 , but the qualification requirement mentioned for these DPMs is not reasonable.</p> <p>In our view for all Deputy project Managers following experience criteria should be sought :-</p> <ul style="list-style-type: none"> - 15 Years Total Experience (instead of S & T Experience) - 5 years experience on specific system/technology (ETCS/PSD/LTE/Telecom) <p>We request you to review the qualification requirement and amend the clause accordingly .</p>	Please refer Addendum & Corrigendum-05A
143	Financial Bid	Preamble	4.2	Preamble to Financial Bid. Clause 4.2	<p>The Delhi Ghaziabad Meerut Corridor of Regional Rapid Transit System being Implemented by National Capital Region Transport Corporation Limited, is an approved project by the Government of India and Financed by Asian Development Bank and Asian Infrastructure Investment Bank. The Plants imported for the project execution are exempt from whole of the duty of customs leviable thereon under first Schedule to the Customs tariff Act 1975 (51 of 1975) and the whole of the special duty of customs leviable under section 68 of the Finance (No. 2) Act 1996 as per the provision of the Notification No. 84/97 dated 11th Nov 1997, as amended time to time. (Copy of Notification attached in BDS for ready reference).Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the Plants. Importer on Record can be NCRTC or domestic JV partner. The Contractor shall maintain records of the Plants imported for the project execution and actual utilization of the same for the project execution. The Contractor shall be fully responsible for any loss or misuse of these imported Plants. Employer will facilitate the Contractor with necessary certificate in this regard. The responsibility to avail the exemption of Custom Duty shall solely rest with the Contractor. The Contractor shall also be solely responsible for custom clearing of the Plants. Importer on Record can be NCRTC or domestic JV partner. The Contractor shall maintain records of the Plants imported for the project execution and actual utilization of the same for the project execution. The Contractor shall be fully responsible for any loss or misuse of these imported Plants.</p>	<p>We request you to confirm following understanding :-</p> <ol style="list-style-type: none"> 1. Employer will provide necessary documents for claiming exemption from the customs duty (BCD + SWS) for imports of goods required for execution of project by contractor and sub-contractor both under notification no 84/97. 2. In case of offshore supplies by foreign consortium member, NCRTC will be importer on records. NCRTC's IEC will be used for Imports. 3. In case of offshore service by foreign consortium member, RCM GST will be paid & borne by employer. 	Please follow Bid Conditions

Replies to Pre Bid Queries-2A							
144	1	2				<p>Bidder is keen to participate in subject tender package as a member and we are evolving association with UNISIG member so as to comply with conditions set forth in Eligibility Criteria.</p> <p>This project is unique being first of its kind in terms of technology, scope and integration requirements this naturally poses considerable challenges in terms of creating a combination of Global and local companies who can deliver project on ground within stipulated timeline.</p> <p>While scope is never a challenge for Bidder, but another vital aspect of the project is UNISIG member must lead the bid. Thus, we are dependent on UNISIG member and need to associate with one of them for firming up partnership.</p> <p>Due to COVID-19 pandemic, the process of forming partnerships with foreign partner is getting delayed with restricted foreign travels. Our potential partners also requested us to extend the submission date due to various constraints within their country.</p> <p>Moreover, Inclusion of Additional Scope like Platform Screen doors requires New partner with lot of interface issues with various stakeholders, this requires considerable time.</p> <p>To prepare a technically qualified reasonable bid, we require considerable time to assess the impact of the change in specifications and scope, to firm up partnerships and freeze SOW, prepare bid document, arrive at reasonable pricing and submit our bid.</p> <p>In view of the above we request to extend the bid submission date by 8 weeks ie. from 21.07.2020 to 21.09.2020.</p> <p>Further, we would like to reiterate that we are very keen in this project and your support in extending the submission date by 8 Weeks will be highly appreciated and will allow us to participate and submit our bid.</p>	Please follow Bid Conditions
145	1	3	2.4.1 (a)	8 of 14	<p>Participation as a contractor or JV partner in One Single Contract, within the last Ten years ending last day of the month previous to the month of bid submission, that has been completed where the total value of the Bidder's participation exceeds INR 5885 million in the similar work.</p>	<p>After analyse some of the requirements to meet at tender stage, we would be grateful if NCRTC may consider and allow the construction experience in last 15 years instead of 10 years to apply in the existing EQC under 2.4.1 (a).</p> <p>This will allow the participation of more UNISIG Full Members in benefits to NCRTC receiving more and competitive bids.</p> <p>Request employer to kindly modify the clause 2.4.1 (a) as below: " Participation as a contractor or JV partner in Contract, within the last Fifteen (15) years ending last day of the month previous to the month of bid submission, that has been completed where the total value of the Bidder's participation exceeds INR million in the similar work."</p>	Please refer Addendum & Corrigendum-05A
146	1	3	2.4.2 (a)	EQC	<p>Participation as a contractor or JV partner in Contract, within the last Ten years ending last day of the month previous to the month of bid submission, that has been completed where the total value of the Bidder's participation exceeds INR..... million in the similar work.</p>	<p>In regard to the referenced works tendered, as per Section 3: Evaluation and Qualification Criteria-R1 – the tender requires contracts of similar size and construction experience through works in last 10 years ending last day of the month previous to the month of bid submission. Please be informed that ETCS has been prevalent since the late 1990s / early 2000s and most of our projects have been commissioned before 2010. Hence, it is challenging to find the sought project references that meet the tender requirement and we sincerely request you to relax the criteria to 15 years to enable our participation.</p>	Please refer Addendum & Corrigendum-05A

Replies to Pre Bid Queries-2A							
147	Financial Bid	Annexure 2	Schedule 7	Financial, SOR, Annexure-2; Schedule 7, Row 171	In SOR sheet Annexure 2, "Layer 3 switch (min. 48 ports) and associated accessories (incl. specific SFPs etc) for stations/Depot/OCC/BCC as per PS" mentioned quantity is 58.	1. We do understand that Active-Active Redundancy is being accounted for while reaching out the total Qty of 58. Kindly confirm. 2. We also understand that the spares are included in the Qty mentioned. Kindly confirm.	Please refer Addendum & Corrigendum-05A
148	Financial Bid	Annexure 2	Schedule 7	Financial, SOR, Annexure-2; Schedule 7, Row 172	In SOR Annexure-2; mentioned "Layer 2 Switch for OA/IT and associated accessories for Stations/Depot/OCC/BCC/HQ" quantity is 71.	As configuration of L2 switch is not provided hence kindly suggest if 24 port L2 Switch can be offered. Please confirm	Please follow Bid Conditions
149	Financial Bid	Annexure 2	Schedule 5	Financial, SOR, Annexure-2; Schedule 5, Row 120 &	In SOR Annexure-2; Schedule 5 for CCTV System Sr. No.26 & 27, mentioned switches.	Bidder assumption that CCTV traffic will need VLAN only from DTS network to carry end to end traffic	Please follow Bid Conditions
150	1	2	36.1	26 of 33	Section 2: Bid Data Sheet ITB 36.1 Domestic preference shall be applied as follows:	Request you to delete this clause.	Please follow Bid Conditions
151	1	2	36.1	29 of 33	Section 2: Bid Data Sheet ITB 36.1 Bidders shall note that if any false declaration regarding local content is found, the bidder shall be debarred for a period of three years from participating in all bids of NCRTC.	We request you to amend the clause as mentioned below: Bidders shall note that if any false declaration regarding local content is found, the bidder shall be debarred for a period of three years from participating in all bids of NCRTC. the bid shall be rejected.	Please follow Bid Conditions