

## Replies to Pre Bid Queries-4A

Sr. No.	Part	Section	Clause No.	Relevant Page No.the bid document	Complete Description of Clause	Queries by the bidder	Replies
1	1	3	2.4.1		"complete design ,supply installation ,testing and commissioning of (i) half height PSG for at least 618 doors for rail based transit system in a single work . (ii) Full height PSD at underground stations for at least 83 doors for rail-based transit system in a single work "	"complete design, supply installation ,testing and commissioning of (i) half height PSG for at least 618 doors for rail based transit system in a single work " OR (ii) Full height PSD at underground stations for at least 83 doors for rail based transit system in a single work " OR Cumulative of 200 Doors in any of the one	Please follow bid condition.
2	1	2				<p>We acknowledge receipt of the Appendix and Correction 5A issued by NCRTC for the offer subject to dt. 24.08.2020.</p> <p>Bidder, as a full member of UNISIG, is highly interested in this project and the implementation of ETCS technology in India. For this reason, bidder is dedicating all the necessary efforts and resources to deliver our best technical and economic offer. Within the strategy we are in negotiation with an Indian company of the highest order, with experience in this type of project, to submit an offer as JV / Consortium for Signalling and Telecommunication Packages.</p> <p>Given the current situation due to the pandemic worldwide, the negotiations are slower and more difficult than usual, since it not only implies the negotiation with our potential partner, but with the different suppliers as well as the negotiations related to transfer of technology. This last point is very sensitive and the impossibility of holding face-to-face meetings with our Indian partners delays the process. Travel restrictions and optimal office operation are hindering negotiations and preparation of the offer, since we also depend on specialized contractors (LTE, PSD) who also need a certain time to review and analyse all addenda issued to submit their offer to Bidders. We are carefully analysing every response to bidders' inquiries issued by NCRTC. This will take time to be able to assess the changes and their implications at all levels, in order to deliver an offer adapted to NRTRC's expectations..</p> <p>We would also like to highlight the delays that are being suffered in terms of administrative and legal documentation that must be prepared and legalized by notaries (as an example) due to the movement restrictions that we currently suffer in Europe.</p> <p>For this reason, we would be grateful if you consider being able to grant an additional extension of at least 5 weeks for the delivery of the offer to be established on October 30, 2020. We are convinced that an extension will allow NCRTC to receive higher quality technical offers as well as a more economic offer. adjusted. I do this for the benefit of the project implementation and NCRTC</p>	Please follow bid condition.
3	3	8A & 8B	14.2	Section 8: Particular Conditions of Contract Part-A  Addendum 5A , Sr. No 1	<p><b>Mobilization Advance</b> 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</p> <p><b>Replace ITB 2.1 with the following:</b> India (hereinafter called "Borrower") has applied for financing from the Asian Development Bank (ADB), the Asian Infrastructure Investment bank (AIIB) and New Development Bank (NDB) toward the cost of Delhi – Meerut Regional Rapid Transit System Project being implemented by the Employer. Part of this financing from NDB will be used for making payments under this Contract..</p>	As per Addendum 5A Funding for the NCRTC Sig project has been changed to New Development Bank . As per our experience , in all Indian Metro tenders funded by International funding agencies, Interest Free Mobilization Advance is provided . Therefore in light of this funding change we request you to consider our request to provide Interest Free Mobilization Advance for NCRTC Sig Project also.	Please refer Addendum & Corrigendum - 07A.
4	Financial Bid	Preamble	4.2	Preamble to Financial Bid. Clause 4.2	<p>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 Prices submitted by the Bidder. The Delhi (Ghaziabad) Metro 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 Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.86) 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) 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).</p> <p>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 (as defined under General Conditions of Contract, Sub-Clause 1.1.44)Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.86) 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). Importer on record can be NCRTC or domestic JV Partner. The Contractor shall maintain records of the Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.86) 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) 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 Goods (as defined under General Conditions of Contract, Sub-Clause 1.1.44)Plant (as defined under General Conditions of Contract, Sub-Clause 1.1.86) 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).</p>	<p>We have following understanding regarding various financial requirements , request you to please confirm whether our understanding is correct or not. .</p> <ol style="list-style-type: none"> <li>Employer will provide necessary documents for claiming exemption from the customs duty (BCD + SWS) for imports of goods required for execution of project by <b>contractor and sub- contractor</b> both under notification no 84/97.</li> <li>In case of offshore supplies by foreign consortium member, NCRTC will be importer on records. NCRTC's IEC will be used for Imports.</li> <li>In case of offshore service by foreign consortium member, RCM GST will be paid &amp; borne by employer.</li> </ol>	<ol style="list-style-type: none"> <li>Yes. Please follow bid condition.</li> <li>Please refer Addendum &amp; Corrigendum-07A</li> <li>GST will be reimbursed. Please follow bid condition.</li> </ol>

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5	1	2	2.1	Addendum 5A , Sr. No 1	Replace the clause, as follows:] Replace ITB 2.1 with the following: India (hereinafter called "Borrower") has applied for financing from the Asian Development Bank (ADB), the Asian Infrastructure Investment bank (AIIB) and New Development Bank (NDB) toward the cost of Delhi – Meerut Regional Rapid Transit System Project being implemented by the Employer. Part of this financing from NDB will be used for making payments under this Contract.	As per Addendum 5A Funding for this NCRTC Sig project has been changed to NDB . Whether Custom Duty Exemptions will be applicable for NDB funding also under notification No 84/97 ? Please confirm .	Confirmed. Project is funded by ADB, AIIB and NDB. Please follow bid condition.
6	3	8B	7.7	Part 3, Section 8, PCC Part B, Sub-Clause 7.7  Addendum 2 Sr. N. 26 Page 9 of 18	Ownership of Plant and MaterialsAdd the following after Sub-Clause 7.7"However, the Contractor shall continue to bear the risk in respect of such items which continue to remain in his custody."  [Replace the PCC Sub-Clause 7.7 with the following:]Ownership of Plant and MaterialsAdd the following after Sub-Clause 7.7"INCOTERM 2010 will be used for Offshore and Onshore material deliveries. However, the Contractor shall continue to bear the risk in respect of such items which continue to remain in his custody."	INCOTERM 2010 consist of various type of Incoterms for Offshore supplies depending on responsibility /risk borne by contractor . We request you to sepcifically mention the Incoterms ( out of INCOTERM 2010 list ) which will be used for Offshore material deliveries.	Please follow bid condition.
7	1	2	22.1 Bid submission Date	General		Request to extend the bid submision Date to 15.10.2020 for detailed preparation and alignment with multiple subvendors considering complex tender requirements, multiple sub systems, alignmenets for integration efforts etc	Please follow bid condition.
8	1	4A		R1-(A&C-05A)	Bidding Documents-Part 1 4A -Annexure for Technical Proposal R1 (f) Delayed mobilization of the staff compared with agreed deployment schedule (including SHE manpower requirement) will attract penalties @Rs 20,000/- for each day of delay for any of the staff. This penalty shall be twice of this rate (i.e. Rs 40,000/- for each day of delayed deployment) in case of Project Manager.	Request you to remove the penalty for delayed in mobilization of the staff.	Please follow bid condition.
9	3	8A & 8B	14.2	3	Part-3 8A Section 8: Particular Conditions of Contract Part-A14.2 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 , Mobilisation Advance is <u>Interest Free</u> 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.	Please refer Addendum & Corrigendum -07A.

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10	1	2	22.1			<p>We thankfully acknowledge receipt of Addendum &amp; Corrigendum SA issued by NCRTC for subject tender on dt. 24.08.2020.</p> <p>Bidder keenness in RRTS projects is affirmed by fact that we are already executing Civil Viaduct packages and participating in Track and Electrical packages as well. Likewise, Bidder intent to leverage its capabilities and participate as member of JV/Consortium for Signalling Package. Also, we are close to finalizing association with a reputed UNISIG member as our lead member of consortium to comply with conditions set forth in Eligibility Criteria.</p> <p>While we are in process to carefully examine total 271 pages covering reply to bidder's query and A&amp;C issued by NCRTC and we would require more time to understand the implications and factor in our bid accordingly. Also, There are few clarification which are to be provided by NCRTC in near future.</p> <p>This being unique and first of its kind project in India in terms of technology, scope and integration requirements, thus naturally poses considerable challenges in terms of creating a consortium of companies who can deliver project on ground within stipulated timeline.</p> <p>As most of the critical items for this project will be sourced from Europe and due to COVID situation globally which restricts travel and normal office functioning of major OEM/suppliers (including our Potential lead partner) based out of Europe and India. There is a delay in response time which needs to be accounted for as we go forward for bid preparation. Further, the Specialized contractors (LTE, PSD) are also requesting more time to review the recently issued A&amp;CSA and reply to bidder's query in order to submit their Technically compliant proposals.</p> <p>You will appreciate that in addition to the Technical documents required for submission, lot of Legal and financial documents would be required to be prepared and physically certified by legal/financial authorities, therefore we require more time to finalize and submit the compliant documents.</p> <p>In view of above and to allow us to participate in the subject tender, we request you to extend the Tender submission date further by at least 5 weeks i.e. up to 30th Oct 2020. This will also certainly increase the competition for NCRTC.</p>	Please follow bid condition.