Response to Pre-Bid Queries

Subject: "Supply of 19000 MT 60E1 (UIC 60), 1080HH Grade Rails as per IRS-T-12-2009 (Latest withall A&C slips), for Bengaluru Suburban Rail Project (BSRP)" - Ref: TENDER NO. KRIDE/BSRP/C2&C4-1080HH/Rail/2024

SI.	Tender	Description of Clause	Clarification / Amendment Proposed by Prospective bidder.	KRIDE response
No.	Clause			
	Reference			
				Refer S.no 1 of Corrigendum-01
1	Section III.	(ii) Out of the Rails supplied to	Kindly amend it to:	
	Evaluation and	other countries, 47500 MT of rails	(i) Supply of a minimum quantity of 1,90,000 MT ofrails (UIC 60 as per IRS –	
	Qualification	supplied should be Head Hardened	T12- 2009) during last seven years ending upto 31.12.2023, out of which	
	Criteria	(HH) in last seven years ending	minimum 95000 MT should have been supplied to countries outside the	
	4.Experience	upto 31.12.2023 as per	country of production from the proposed Rail manufacturing facility or to	
		international standards similar to	India.	
		be procured in	ii) Out of the Rails supplied to other countries,4750019000MT of rails supplied	
			should be Head Hardened(HH) in last seven years ending upto 31.12.2023 as	
			per international standards similar to be procured in this contract at least	
			19000 MT of such supplies should be of UIC 60 or similar rail profile section	
			similar to present tender.	
			i The supplier should have a proven track record of having supplied 60E1	
			1080HH Rails or R350HT Rails or 1175 HT Rails with satisfactory performance	
			of minimum 3 years in service in regularrevenue operation on ballasted / ballast	
			less on any Metro / Railways for a length of at least 12 KM.	
			Rationales behind the above:	
			1. Prime-Facie it seems, the above eligibility criteriais tailored to support few	
			International Rail manufacturers and keeping established domestic suppliers like	
			JSP and SAIL at bay.	
			2. In past there have been various tender for supplyof 1080HH Rails in the	
			country (including DMRC,	
			CMRL, GMRC, MPMRCL, BMRCL, DFCC, USBRL- IRCON, NF Railways, Kolkata	

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			Metro, MMRDA etc) who have never incorporated restrictive eligibility criteria	
			and ensured to provide level playing fieldto domestic manufacturers. This has	
			also helped them realise the most competitive bid.	
			JSP has got approval by RDSO in Mar2020 for 1080HH Grade Rails, since then JSP	
			has supplied	
			i. Over 80,000MT 1080HH Rails to various domestic Metro, RRTS, Indian	
			Railway projects.	
			ii. and pending Work order with JSP for supply of 1080HH Rails is	
			more than 25,000MT.	
			iii. JSP also exported 19,000MT 60E1 R350HT Grade Rails to Iran Railways	
			via State run STC.	
			iv. It is pertinent to note that, JSP is also approved by RDSO for supply of	
			more stringent 60E1 R350HT Grade Rails as per IRS-T-12.	
			3. Railway Board vide Policy No. CT/Policy/01 (Revised March 2023) Clause No,	
			states the following, sufficient to prove that the incorporation of Restrictive	
			eligibility criteria is against the established Domestic Rail supplier like JSP and SAIL	
			(Annex-1)	
			a. A "Provisionally Approved Vendor" with an "Existing Rail plant" is	
			technically eligible for full Rail quantity in case of Category-I Rails in a domestic	
			Rail tender.	
			Foreign funded previous tenders in India	
			a. EIB funded MP Metro, Pune Metro. JSP has supplied 1080HH Rails	
			b. JICA funded DMRC, JSP is supplying 1080HH Grade Rails	
			Hence, necessary amendment should be done to provide level playing field to	
			established Domestic Rail manufacturer	
			Hence, The eligibility criteria may be amended as per point i) & ii).	

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2.	Section-II	The Total Bid Price is inclusive of all	Kindly amend it to:	
	Bidding Data	Taxes, Duties, Levies, Royalties (if	The total price bid inclusive of all taxes, duties, levies, royalties (if not	Tender Conditions Prevail.
	Sheet (BDS)	not provided specifically) also	provided specifically) including GST and Custom duties	
	ITB 14.7 (a)	except GST andcustom duties		
	(iii); (b)(ii) and		Rationales behind the above:	
	(c)(v)		1. The bid evaluation criteria is not level playing	
	ITB 21.4.1		a. In case of importer, the custom duty which is also a cost incurred by	
	(Additional		tenderer is not included in bid evaluation.	
	Para)		b. In order to make it equitable for both domestic and international	
			suppliers, totallanded cost of Rail at project site should beconsidered for bid	
			evaluation criteria.	
			2. Further, As per MoHUA office letter no-K- 14011/2/2020-MRTS and	
			Manual for procurements of Goods (Ministry of Finance) Annex-2, following	
			point is reproduced below, which promotes fair evaluation of the bids	
			"In case both Indian and foreign bidders have quoted in the tender, the	
			comparison of offer would be done on the basis of FOR/FOT destination	
			including all applicable taxes and duties (on the principle of total outgo from	
			procuring entity's pockets).	
			In case there are no domestic bidders, a comparison of offers can be made on	
			thebasis of CIF/landed costs since the rest ofcosts would be the same for all	
			bidders".	
			3. Also, the GCC of Railway Board vide Clause 56(Annex-3). Following point is	
			reproduced below, which promotes fair evaluation of thebids.	
			Quoted rates should be inclusive of all types oftaxes, duties and levies imposed	
			by Central/State Govt. and local bodies such as IGST/ CGST/ SGST/ UTGST,	
			Compensation Cess, Labour Cess, Custom Duty, royalties, and otherlevies.	

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3.	Section-II	Margin of preference not applicable.	Kindly include the DMISP Policy No-P- 40521/2/2017-PP(BE-II) for Public	Tender Conditions Prevail.
	Bidding Data		Procurement (Preference to Make in India). Annex-4	
	Sheet (BDS)		This is mandatory for all Government procurement and was also included in Pune	
	ITB 17.2		Metro HH Rail supply tender which was funded by EIB.	
4.	SECTION-1:	Building and other construction	Please delete this clause.	
	INVITATION	workers welfare: The Bidder shall		Refer S.I no 2 of Corrigendum-01
	FOR TENDERS	subscribe 1% of gross amount of	The building cess is not applicable to JSPL	
	(IFT)	each bill payable to him in respect of		
		contract to the building and other		
		construction workers welfare cess as		
		per GO No: LD 300 LET 2006,		
		Bengaluru, dated: 18-01- 2007 (as		
		and when emended). The amount of		
		subscription will be recovered out of		
		payable amount to him in each bill.		
		This component is deemed to have		
		been included in the quoted		
		rate.		

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	Reference			
5.	Section IX:	The standard payment terms subject	Kindly amend it to:	Tender Conditions Prevail.
	Particular	to recoveries, if any, under the		
	Conditions of	Liquidated Damages Clause in	100% of total contract/ order value may be released in advance against	
	Contracts (PCC)	General Conditions of Contract will	submission of Bank Guarantee (BG) in the Performa annexed as Annexure-VIII,	
	GCC 17.1	be under:	for 115% of the order value (duly paid for the requisite amount of Stamp duty as	
		For Goods Manufactured within the	applicable) and against Proforma Invoice for the ordered quantity.	
		Purchaser's Country: 1)100%	Rationale behind the above amendment request:	
		payment on receiving of materials at	In order to provide a level playing field, and realise the best competitive price and	
		Bengaluru site in good condition and	commercial, even Indian Railway PSUs like IRCON, IPRCL, GRIDE etc are offering	
		after obtaining Acceptance	advance payment against Advance Bank Guarantee of 110-115% of order value.	
		Certificate from the Purchaser.	(Tender copies/necessary document attached as Annex-5)	

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6.	Notes of Bidding	In order to promote healthy	Bidder quoting with manufacturers authorisation, for inputs for manufacturing	Refer S.no 12 of Corrigendum-1
	Form Nos. 17 ; 18	competition among the bidders it is	rails from its group company, can use Credentials of the group company.	
	& 19	requested that Bidding Forms -17, 18		
		& 19 may incorporate the request as		
		mentioned in the adjacent column		
7.		Rail length is specified as 25 m long	It is suggested to accept 18 m long rails so that inland transportation from port of	Tender Conditions Prevail
		rails	discharge to K-Ride storage sites can be transported swiftly. All major intracity	
			urban rail projects in India have so far imported 18 m rails.	
8.	Section VII.	Delivery DAP Bengaluru, Date	Transportation of Rails from Port of discharge to storage sites at Bengaluru is highly	
	Schedule of	Earliest Delivery Date -	time consuming, therefore delivery dates may be amended as follows:	Refer S.No 3 of Corrigendum-01
	Requirements	For - 9000 MT Delivery DAP at		
		Bengaluru 6 months from date of	Earliest Delivery Date – For - 9000 MT Delivery DAP at Bengaluru 9 months from	
		Establishment of Letter of Credit for	date of Establishment of Letter of Credit for foreign bidders.	
		foreign bidders.		
		Latest Delivery Date –		
		For - 10000 MT Delivery DAP at	Latest Delivery Date – For - 10000 MT Delivery DAP at Bengaluru 12 months from	
		Bengaluru 12 months from date of	date of Establishment of Letter of Credit for foreign bidders.	
		Establishment of Letter of Credit for		
		foreign bidders.		
9.	Section III.	Supply of a minimum quantity of	UIC 60 as per IRS -T12-2009 is an Indian Standard and used only in India, thus in	
	Evaluation and	1,90,000 MT of rails (UIC 60 as per	order to have unrestrictive condition for foreign rail manufacturers it is requested	
	Qualification	IRS – T12- 2009) during last seven 5	to amend the clause as follows:	
	Criteria	years ending upto 31.12.2023, out of		Refer S.no 01 of Corrigendum-01
	4.Experience	which minimum 95000 MT should	Supply of a minimum quantity of 1,90,000 MT of rails during last seven years	
		have been supplied to countries	ending upto 31.12.2023, out of which minimum 95000 MT should have been	
		outside the country of production	supplied to countries outside the country of production from the proposed Rail	
		from the proposed Rail	manufacturing facility or to India.	
		manufacturing facility or to India.		

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10.	BDS	The Project Site(s)/Final	K-RIDE shall ensure as follows:	Tender conditions prevails.
		Destination(s) is: along the proposed	Place of storage shall have a clear motorable road till the last point, road shall have	
		alignment of corridor 2 and corridor	sufficient area for loaded trailers to move in and move out after discharge of rails.	
		4 and Soladevanahalli Depot of BSRP		
		Project as instructed by Engineer in	K-RIDE shall be responsible to provide properly levelled, well drained stacking area	
		Bengaluru (India).	bearing very good strength.	
11.	BDS	ITB 14.8	Payment of Custom Duty is a statutory compliance and K-RIDE shall pay entire	The custom duty shall be paid by
		(Additional Para) (b)	custom duty directly to Indian Customs, it shall be responsibility of supplier to	the Supplier and reimbursement
			provide challan for the payment of custom duty to K-RIDE at least two working days	will be made by KRIDE on
			in advance. K-RIDE may directly remit online payment to customs.	production of documentary
				evidence. GST will be paid as
				applicable.
12.	PCC	Quoted price shall comprise, cost of	Wooden sleeper shall be permitted to be used as spacers to be used between the	Refer S.no 5 of Corrigendum-01
		supply of Goods including	rails during stacking at K-RIDE Storage Site at Bangalore.	
		transportation, transit insurance		
		loading, unloading and stacking.		
13.	Section IV,	We hereby declare / We hereby	Foreign supplier with no office in India may finalize local service provider after the	Tender condition prevails
	Bidding Forms	jointly and severally declare that the	contract is won, under such circumstances It is humbly requested to replace the	
		submission of this Bid confirms that	clause under "Bidding Form No. 29" with under said text:	
	Form no 29	no agent, middleman or any	As and when required, on demand of purchaser, the bidder shall provide the details	
		intermediary has been, or will be	of commissions, gratuities, or fees have been paid or are to be paid with respect to	
		engaged to provide any services, or	the bidding process or execution of the Contract.	
		any other item or work related to the		
		award and performance of this		
		Contract		
14.	Section IX:	For goods manufactured outside the	No TDS is applicable on import of rails, this shall be categorically confirmed by	Refer S.no 9 of Corrigendum-01
	Particular	Purchaser's Country, the Supplier	purchaser.	
	Conditions of	shall be entirely responsible for all		
	Contract (PCC)	taxes, stamp duties, license fees, and		

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	GC 18.1	other such levies imposed outside		
		the Purchaser's Country in addition		
		to the all (also including statutory		
		deductions viz TDS towards Income		
		Tax and GST, Labour cess), except all		
		the central, state, local taxes, duties,		
		levies, cess and GST as applicable in		
		the Purchaser's Country; incurred		
		until the delivery of the contracted		
		goods to the purchaser.		
15.	Section VII –	In addition to the pre-dispatch/pre-	Atmospheric rust cannot be considered as a defect.	Tender conditions prevail.
	Supply	shipment inspection, the material /		
	Requirement –	supplies shall also be physically	Details of inspection / tests to be performed at or near storage areas by	
	Clause 5.7:	inspected by Purchaser/its	Purchaser/its representative/its authorized inspecting authority should be agreed	
	Post Dispatch	representative/its authorised	with rail supplier at the time of order. A 3rd party should be involved to assess the	
	Inspection	inspecting authority at Bengaluru at	non-conformity (if any) on the rails upon arrival at the final sites.	
		temporary storage areas after taking		
		delivery from the port to check for		
		any damages during transit /		
		shipment. The material, which is		
		classified as damaged shall be		
		rejected. The supplier shall be		
		immediately advised about the		
		damaged material for his verification		
		within 15 days of such intimation, if		
		he so desires.		
16.	Section IV:	Bidding Forms as follows are not	Information required under the Bidding Forms as mentioned below requires	Refer SI No 08 of Corrigendum-01
	Bidding Forms	suitable for procurement of HH Rails:	information and details of Civil / Construction contracts. These forms are not	
			suitable and relevant for Contracts / Tenders related to Import of HH Rails, these	

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	Reference			
		1) Form No. 9 (Quality	Bidding Forms are as follows:	
		Assurance Form)	1) Form No. 9 (Quality Assurance Form)	
		2) Form No.21 (Specific / Similar	2) Form No. 21 (Specific / Similar Works Experience)	
		Works Experience)	3) Form No. 25(Letter of Undertaking Regarding Confidentiality of Bid	
		3) Form No. 25(Letter of	Information)	
		Undertaking Regarding	Purchaser is requested to review aforementioned forms and may delete them from	
		Confidentiality of Bid	Bid Document.	
		Information)		
17.	Section	INR. 50,000/- (Inclusive of 18% GST)	Understand we have to pay INR 50,000 (inclusive of GST) as a non- refundable	For payment of tender fee, Please
	Initiation for	Non-Refundable	tender fee, we checked the tender documents but could not find the bank account	refer Clause ITB 19.1(e) of BDS and
	Tenders		of employer for us to make online payment. Appreciate if you can share the same.	KRIDE website tender section.
	S.N. 6, Cost of			
	the tender			
	documents			
18.	Section 1-		As due date for tender submission is immediately after Diwali Festival holidays, we	Tender condition prevails
	Initiation for		request K-Ride to kindly consider extending bid submission date by 1 week so that	
	Tenders	04/11/2024, IST 15:00 hrs	there is no difficulty in submitting all required information/documents etc	
	S.N. 8, Last			
	date and time			
	for submission			
	of bids online			
19.	Section 1-	The tenders shall remain valid for a	We suggest if K-Ride can consider shortening the validity of tender period from 180	Tender condition prevails
	initiation for	period of 180days after the	days to 90 days.	
	Tenders Notes .	submission deadline prescribed by		
	14, Validity of	the Employer.		
	the tender			
20.	Section 1-	The Bidder shall subscribe 1% of	We are a foreign bidder and supplier of Rails hence it should not be applicable in	Refer S.I no 02 of Corrigendum-01
	initiation for	gross amount of each bill payable to	our case. Further, we have supplied HH Rails to Bangalore Metro Project Phase-2	
	Tenders	him in respect of contract to the	(Buyer Bangalore Metro Rail Corporation) and such charges were neither deducted	

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	Notes. 23,	building and other construction	from our bill nor charged separately by BMRCL to us.	
	Building and	workers welfare cess as per GO No		
	other	LD 300 LET 2006, Bengaluru, dated:		
	construction	18-01-2007 (as an when emended).		
	workers	The amount of subscription will be		
	welfare	recovered out of payable amount to		
		him in each bill. This component is		
		deemed to have been included in the		
		quoted rate.		
21.	Section II-	As per Delivery At Place (DAP) terms	We understand K-Ride want material under DAP, Bangaluru, however as per our	
	Bidding Data	as defined in Incoterms, all the	knowledge under DAP conditions the responsibility of custom clearance (Including	Tender conditions prevail.
	Sheet	charges i.e. Packing, Loading, Inland,	payment of custom duties/taxes/GST), port handling, storage is the responsibility	
	ITB 14.7 (a)(iii);	freight, Terminal charges. Insurance,	of the buyer, however in this tender K-Ride is using DAP, Bangaluru as Delivery	
	(b)(ii) and (c)(v)	loading on Vessel, freight, Arrival	term (INCOTERM 2020) and also asking supplier to do custom clearance, port	
		Charges to be borne by supplier and	handling & storage of cargo at Port. In our view both conditions contradict each	
		responsibility to carry the material	other hence we would like to have K-Ride clarification on the same.	
		upto destination with supplier.		
		The unloading, stacking and handling		
		over the materials also to be done by		
		supplier at destination and any other		
		local taxes, levies, Cess payable as		
		per GST, as applicable in the		
		purchaser's country are to be borne		
		by supplier.		
22.	Section II-		We understand custom duties & GST are not part of price evaluation (means K-	The custom duty shall be paid by
	Bidding Data		Ride will not calculate the final price by adding custom duties & GST to reach to L-	the Supplier and reimbursement
	Sheet		1 price. However, on the other hand K-Ride asked contractors to first pay these	will be made by KRIDE on
	ITB 14.8, b)		duties & GST and K-Ride will reimburse the same. Since K-Ride being the project	production of documentary
	Supply from		owner and operator, the imports will be in the name of K-Ride hence we ask K-Ride	evidence.

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	outside the		to pay Custom Duties & GST, we as contractor will facilitate and share how much	GST will be paid as applicable.
	Purchaser's		custom duties & GST to be paid to Custom Authorities. Since these cost are	
	country is on		reimbursable in nature it should be paid by K-Ride directly.	
	DAP basis of		Still If K-Ride insist bidder to pay such duties & taxes on their behalf then please	
	Incoterms 2020		confirm to reimburse the duties & taxes within 7 days from raising Invoice & Bill of	
			Entry copy (Because there is no reimbursement date mentioned in the tender	
			document).	
23.	Section I-	The successful Bidder has to	We have our offices in Delhi, Mumbai, Bangalore and a Chennai and basically are	
	Instruction to	establish its Office at Bangalore, if it	operating from this offices. The PIC for this project is located in Delhi office and will	Tender conditions prevails.
	Bidder	does not have at present.	be coordinating from there.	
	ITB 1.1	The cost and expenses for setting up		
		the said office(s) will be deemed to		
		have been included in the Quoted		
		Contract Price by bidder and no		
		separate/extra/additional amount is		
		payable by Employer.		
24.	Section VII.		We understand under the contract the contractor after award of contract must	Refer S.No 03 of Corrigendum -01
	Schedule of		deliver the cargo to site which is along proposed alignment of Corridor 2 and	
	Requirements		Corridor 4 and Soladevanahalli Depot, Bengaluru. We request you to kindly share	
	1. List of Goods		how much quantity is required to be delivered along proposed alignment of	
	and Delivery		Corridor 2 and 4 and Soladevanahalli Depot respectively to calculate the correct	
	Schedule		logistics cost. Further, please share the complete address where such rails are to	
			be delivered (specially corridor 2 & 4). We request you to kindly accept receipt of	
			Rails at Soladevanahalli Depot only since bidder responsibility is to unload & stack,	
			in the past we had faced lot of difficulties in delivering the rails at the alignment	
			due to poor road conditions. Further your required rails are 25 meters (80 feet), all	
			and all we have around 100 feet of trailer maneuvering along alignment are big	
			challenges and will very low productivity.	

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No.	Clause			
	Reference			
25.	Section VIII:	Subject to GCC Sub-Clause 22.1(b),	Pleas definite the responsibility of the Supplier under the warranty to be as follows,	Tender conditions prevails.
	General	the Supplier further warrants that	which is based on UIC 860 Clause 3.1.	
	Conditions of	the Goods shall be free from defects		
	Contract GCC	arising from any act or omission of	"If, during the warranty period, any rails need to be withdrawn from service owing	
	29.2 Warranty	the Supplier or arising from design,	to a fracture or other defect, a check inspection in conjunction with the	
		materials, and workmanship, under	Manufacturer shall be carried out, followed if necessary, by a laboratory	
		normal use in the conditions	examination, or else just the laboratory examination shall be undertaken.	
		prevailing in the country of final		
		destination.		
26.	Section II -		Please note since contractor has to bring rails at depot in Bengaluru and there is	It is preferred that, unloading and
	Bidding Data		no port nearby, we have to either. Use Chennai Port or similar ports which are quite	stacking of rails to be carried out
	Sheet		a distance from your site hence we request K-Ride to permit unloading/stacking	between Sun rise and Sun set of
	ITB 34.5		operations 24x7 with no working restrictions.	the day to ensure safe working
				conditions. If Supplier desires to
				carryout unloading and stacking
				operations 24X7, they shall
				arrange adequate light
				arrangements during night and
				safe working conditions at his own
				cost. All such arrangement is
				inclusive of the accepted cost.
27.	Section IX:	The Supplier shall replace any	Considering our location (Japan), there is no possibility to replace of defective rails	Tender Conditions prevail
	Particular	defective supplies covered by the	within 2 month. The schedule for replacement should be discussed and agreed	
	Conditions of	Warranty within 2 (two) Months of	between the parties in case of such occurrence.	
	Contract (PCC)	being notified by the Purchaser of		
	29.5	the occurrence of such defects		
28.	Section IX:	The prices charged for the Goods	considering the whole schedule of the project, where the last lot should be	Tender Conditions prevail
	Particular	supplied and the related Services	dispatched from manufacturing country at least 1 year later from bid submission	
	Conditions of	performed shall not be adjustable.	date, we have to consider Price Adjustment for raw materials such as Iron Ore and	

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No.	Clause			
	Reference			
	Contract (PCC)	Bidder shall quote a fixed price for	Coking Coal. Please confirm the following formula is acceptable.	
	PCC 13.1	the entire supplies on a "single		
	Delivery (DAP) -	responsibility basis such that the	<price adjustment="" formula=""></price>	
	Invoicing	total Bid price covers all Supplier's	Base Unit Price + ((X-Y) x 1.7+ (A-B) x 0.9] = Adjusted Unit Price	
	Procedure	obligations mentioned in or to be	, , , , , , , , , , , , , , , , , , , ,	
		reasonably inferred from the Bid	X = Iron Ore Price, 3 month average of 4-6 months before shipment.	
		Documents. Varying or differential	Y = Iron Ore Price, price referred at the time of bidding.	
		rates for part of supply are not	T = Holl of c Trice, price referred at the time of blading.	
		permitted.	A = Coking Coal Price, 3 month average of 4-6 months before shipment.	
			B = Coking Coal Price, price referred at the time of bidding. Iron Ore Index = Platts; IODEX Iron Ore, 62% Fe \$/DMt, CFR CHINA Coking Coal	
			Index = Platts; Prem Low Vol HCC FOB Australia	
			Usage rate.	
			Iron Ore 1.7ton per 1ton of steel rail	
29.	Section III -	Details should include a	Coking Coal 0.9ton per 1ton of steel rail Kindly accept Invoice copies as the verification of the performance records to the	Tender Conditions prevail
23.	Evaluation and	performance certificate from	works executed for private client outside India, as those documents designated in	render conditions prevail
	Qualification	Employer/Purchaser which should	the tender condition is not customary issued.	
	Criteria 4.1 2)	include purchase order details, name	, , , ,	
	Experience	of purchaser, the railway projects /		
	•	MRTS Project, where used/being		
		used, the design speed and axle load		
		of the section, quantity of rails		
		supplied and period of supply. The		
		details of address, contact person, e-		
		mail is also to be furnished. These		
		rails should be in use for three years		
		or more on such railway/MRTS		
		system in operation and		
		performance shall be satisfactory for		

SI.	Tender	Description of Clause	Clarification / Amendment Proposed by Prospective bidder.	KRIDE response
No.	Clause			
	Reference			
		which a certificate issued by		
		respective railway/MRTS system		
		should be submitted by the bidder.		
		Details of Shipping and other	Kindly accept issuance of "vi. Certificate of Origin" and "v. Inspection Certificate"	Tender Conditions prevail
		Documents to be furnished by the	later than the arrival of the goods. Those documents will be issued by a party other	
		Supplier are:	than the Supplier, thus we cannot guarantee that those document can be received	
		(a) copies of the Supplier's invoice	by the Purchaser before arrival of the goods.	
		showing Goods' description,		
		quantity, unit price, and total		
		amount;		
30.	Section IX:	I) original and copies of the	In case we are awarded, please consider appointing Bureau Veritas or SGS as the	Third party inspection agency will
	Particular	negotiable, clean, on-board bill of	inspection agency to issue the "v. Inspection Certificate" as those agencies has an	be appointed by KRIDE.
	Conditions of	lading marked "freight prepaid" and	extensive track record of inspecting rails at our nominated Manufacturer's factory.	
	Contract (PCC)	copies of non-negotiable bill of		
	GC 13.1	lading:		
		ii) copies of the packing list		
		identifying contents of each		
		package;		
		(iii) insurance certificate;		
		(iv) Manufacturer's or Supplier's		
		warranty certificate;		
		(v) inspection certificate - issued by		
		the nominated inspection agency,		
		and the supplier's factory inspection		
		report; and (vi) certificate of origin.		
31.			We have been supplying HH Rails to various Metro's, DFC, as a foreign entity, no	TDS will be deducted as
			where TDS is deducted from our bill.	applicable.

SI.	Tender	Description of Clause	Clarification / Amendment Proposed by Prospective bidder.	KRIDE response
No.	Clause			
	Reference			
32.			We would be using wooden dunnage to stack the material at your site, this is a	Refer reply under Sl.no. 12 above.
			standard practice across India to stack material by wooden dunnage's (including	
			NCRTC, where stacking of Rails was done by using wooden dunnage's).	
33.	Section IX:	Third party inspection cost to be	Please confirm if Third Party Inspection charges are to be directly paid by K-RIDE to	Refer S.no 11 of Corrigendum-01
	Particular	borne by supplier including costs of	TPI Agency or it is to be paid by Contractor.	
	Conditions of	the inspection, traveling and		
	Contract (PCC)	accommodation costs complete in		
	GCC. 27.1	all respects. Quoted rate must		
		Include these elements also.		
34.			TENDER NO. KRIDE/BSRP/C2&C4-1080HH/Rail/2024 for Supply of 19000 MT 60E1	Tender conditions prevail.
			(UIC 60), 1080HH Grade Rails as per IRS—T-12-2009 (Latest with all A&C slips).	
			For the above Tender Inquiries It is mentioned that Delivery should be on	
			DAP/Bengaluru basis.	
			However, our overseas can offer and supply on FOB/CFR/CIF/CIF ICD basis. Please let	
			us know if it is acceptable to you.	