

Pre-bid Meeting – Tender No. TO-01-2016 - Tender for providing services to CMRL

The pre-bid meeting held on 14.3.2017 at CMRL admin office and the following companies are participated:

- (1) Asa Bhanu Technical services Ltd., Hyderabad.
- (2) MEMCO Associates India Pvt. Ltd., Bangalore.
- (3) QUESS Corp.Ltd.,Chennai
- (4) IL&FS Rail Limited, Gurgaon
- (5) Arthur Engineering Solutions, New Delhi
- (6) Metro Line Engineering Services, Pvt., Ltd., Chennai
- (7) Karnataka Commercial and Industrial Corp. Pvt. Ltd. (KCIC), Chennai
- (8) BVG India Ltd., Chennai.

Oral queries raised and CMRL remarks are:

S.No.	Name of the Company	Clause No. / Page No.	Original clause	Query raised / suggestion	CMRL Remarks
1	Asa Bhanu Technical services Ltd., Hyderabad	Page 26 Clause 5.7(iii)	However, if any of the Train Operations Personnel leaves the job due to attrition or any other reason the training cost for all subsequent persons training shall be borne by the contractor. In case of attrition of contractor's employees who have been trained by CMRL the contractor shall pay training cost of Rs.2,00,000/- for the first year with an increment of 5% per year to this cost for the subsequent years, in case a trained employee leaves the job.	Asked relaxation of training cost in case of attrition. Else at least attrition up to 10% shall be levied.	However attrition up to 10% of the highest deputed manpower shall levied during the period of Contract.
2	MEMCO Associates (India) Pvt. Ltd.,		Duration of training and deployment procedure	Duration of training and deployment procedure shall be spelled.	Training 3 months and deployment from 4 th month.

S.No.	Name of the Company	Clause No. / Page No.	Original clause	Query raised / suggestion	CMRL Remarks
3	MEMCO Associates (India) Pvt. Ltd., Bangalore.	Page – 20 Clause 4.23(i)	The quantum of services mentioned in this document is only tentative and may be reduced or enhanced upto 30% of the quoted quantity.	Whether the 30% negative variation will be acceptable, so that the minimum monthly bill will be for -30% of projected train hours?	Yes , monthly bill shall be raised for minimum minus(-) 30% of projected train hours.
4	MEMCO Associates (India) Pvt. Ltd., Bangalore.	Page – 28 Clause 5.10	Review of competency: The competency of the train operation staff shall be reviewed and renewed for at-least every 3 years of service.	If competency needs to be renewed every 3 years then the same procedure for Competency?	At the end of 3 years, the emp. Shall be deputed for refresher course at CMRL. Followed by written exam and interview. 60% & above aggregate shall be issued with renewal of competency.
5	MEMCO Associates (India) Pvt. Ltd., Bangalore.	Page – 28 Clause 5.11	Periodical Medical Examination (PME): Train Operations staff shall undergo periodical medical examination (A1 Category) at a interval of every 4 years up to the age of 45 years and if more than 45years of age then every two years at Contractor Cost. Services of those employees found unfit during PME shall be terminated by the contractor.	i) Whether the same A1 standard needs to be carried out for PME? ii)The cost of PME is bound by whom?	(i) Yes. A1 standard is must for PME (ii) The cost of PME is borne by the contractor.
6	Metro Line Eng. Service Pvt. Ltd., Chennai.	Page – 26 5.2	Train Operation Supervisor – 2years work experience	Whether two years of experience shall be in metro or any field& any age limit?	Refer the tender document.
7	IL & FS Rail Ltd. Gurgaon.	Page – 26 Clause 5.3	Train driver & supervisor provided by the contractor shall undergo & PASS psychometric test/exam and medical examination. Psychometric test may refer www.rdso.indianrailways.gov.in .	Whether certification needs to be issued by RDSO?	Refer the tender document.

S.No.	Name of the Company	Clause No. / Page No.	Original clause	Query raised / suggestion	CMRL Remarks
8	Quess Corp. Ltd., Chennai	Page no – 11 Clause:4.5	iv)All members of the Consortium should have registered in India as per Indian Laws. v)At least one member of consortium shall comply with all the conditions of this contract.	i)Whether all members of consortium have to be registered in India? ii)whether lead member of JV shall comply with all condition contract?	Clarified in addendum.
9	Quess Corp. Ltd., Chennai	Page no – 15 Clause:4.13	The Licensee shall comply with the provisions of all labor legislation's including the requirements of: Minimum wages Act 1948.	(i) Whether Central minimum wages or Tamil Nadu minimum wages to be complied? (ii) In case of increase in minimum wages whether CMRL will borne the cost difference?	(i) Tamil Nadu minimum wages Act shall be followed. (ii) This is a service contract and not a manpower contract. Hence this is not applicable.
10	Asa Bhanu Technical services Ltd., Hyderabad	Page no – 80 Clause:13.1	ARTICLE 13 -INSURANCE &INDEMNITIES	The Value of insurance shall be defined	Clarified in addendum.
11	MEMCO Associates (India) Pvt. Ltd., Bangalore.	Page no – 31 Clause:6.1	Train Operations personnel should operate Train Services as per the Time Table & following the instructions of traffic controllers for train movements in main line and follow depot controllers instructions for movement of train in depot.	Whether train operation in main line and depot will be by automatic signaling or Cut out mode?	Normally by automatic signaling and in case of disruption in signaling system train operation will be carried out by cut out mode.

S.No.	Name of the Company	Clause No. / Page No.	Original clause	Query raised / suggestion	CMRL Remarks
12	Asa Bhanu Technical services Ltd., Hyderabad	Page no – 29 Clause:5.23	Compensation Payable by Contractor.	Whether the Loss or damage by any act/omission of contractor personnel will includes testing Train movements also?	Normally testing train operation will be carried by train operator accompanied by staff deputed by CMRL from concerned department conducting the test. Only when the train operator fails to follow the instructions during testing and made a loss to CMRL then the same has to be compensated by contractor as mentioned at clause5.23 under special conditions of contract.
13	IL & FS Rail Ltd. Gurgaon.	Page no – 36 Clause:7.5	PROJECTED TRAIN HOURS	The details shall also include No. of trains required for projected train hours.	Included in addendum.
14	Quess Corp. Ltd., Chennai	Page no – 70 Packet B	Projected Quote for 5 years	i)Whether the total annual price includes the 5% annual increment? ii)Whether the total annual price includes service tax? As the tax component is variable from time to time.	Clarified in addendum.

S.No.	Name of the Company	Clause No. / Page No.	Original clause	Query raised / suggestion	CMRL Remarks
15	Arthur Engineering Solutions (AES), New Delhi	Page no – 22 Clause:4.27	PERFORMANCESECURITY	Whether the Performance security needs to be submitted within 30 days or 21 days from the date of LOA?	Performance security needs to be submitted within 21 days and the contract agreement shall require to be executed within 30 days from the date of LOA as per tender document.
16	Asa Bhanu Technical services Ltd., Hyderabad	Page no – 26 Clause:5.2	Education qualification of Train driver.	i) Whether Diploma / ITI in any discipline is the Minimum qualification? ii) Communication skill in Tamil Language is required?	i) Yes. It is a minimum qualification required. ii) Yes. Communication skill in Tamil language is required.
17	MEMCO Associates (India) Pvt. Ltd., Bangalore.	Page no – 27 Clause:5.7(i)	The No. of persons to be trained will be mutually agreed between contractor and CMRL.	Minimum No. of persons considered for training will be?	Shall be 10% – 25% above the minimum required train operators.
18	BVG India Ltd., Chennai	Page no – 12 Clause:4.7(b)	Work experience and similar works “Bidder must have worked in the area of Metro Train Operations or Metro Train Maintenance or Metro Train Manufacturing or Metro Train Testing and Metro Train Commissioning.	The condition of Experience in Metro train operation/ Maintenance / Manufacturing / Testing and commissioning, etc. shall be relaxed for opportunity of other participants like BVG, who carries maintenance of metro stations.	Eligibility as per tender conditions.

Written / E-mail - Queries:

S. No.	Name of the Bidder	Clause No. / Page No.	Original clause	Query raised / suggestion	Remarks of CMRL
1	MEMCO associates, Bangalore	5.7 (iii)	Attrition	Relaxation on the attrition to a level of 10%	However attrition up to 10% of the highest deputed manpower shall levied during the period of Contract.
		5.10	Review of competency after 3 years	What is the procedure for renewal	At the end of 3 years, the emp. Shall be deputed for refresher course at CMRL. Followed by written exam and interview. 60% & above aggregate shall be issued with renewal of competency.
		4.23 (i) & 5.18 (i)	Services can be reduced or enhanced up to 30% of quoted quantity	If percentage of services less than 30% then CMRL will guarantee the minimum	Minimum bill quantity shall be -30% of estimated quantity.
		4.13	Labour law minimum wages act	Will be minimum wages act will be central or Tamil Nadu wages act? Also if any changes in wages act then CMRL incorporate and pay for the incremental percentage?	(i) Tamil Nadu minimum wages Act shall be followed. (ii) This is a service contract and not a manpower contract. Hence this is not applicable.
		4.31	Payment terms	In case of dispute in bill, full bill amount not to be kept on hold. Maximum amount to be released and minimum amount shall be kept with CMRL till resolution of dispute.	In case of any dispute arises in the submitted bill then 70% of bill amount shall be paid as per the payment process of CMRL and balance shall be paid after resolution of dispute.

S.No.	Name of the Company	Clause No. / Page No.	Original clause	Query raised / suggestion	CMRL Remarks
		Master License agreement- Article 13	Insurance	Kindly mention the percentage of contract value for Commercial General Liability (CGL) and professional indemnity insurance	Clarified in addendum.
		Scope of work Clause 6.6	Duties of train driver	<p>If the train is not operated with signaling system due to any reason the engineer present in the train must take the responsibility for the safety of train instead of TO.</p> <p>Train Operator will follow only the engineer suggestion</p>	<p>Normally testing train operation will be carried by train operator accompanied by staff deputed by CMRL from concerned department conducting the test.</p> <p>Only when the train operator failed to follow the instructions during testing and made a loss to CMRL then the same has to be compensated by contractor as mentioned at clause 5.23 under special conditions of contract.</p>
2	IL & FS Rail limited, Gurgaon	General conditions of contract clause 4.8.3	The bidder should have been a profit making entity.	<p>Please include - For a metro rail operator this clause does not apply. As no metro rail operator in India is profit making, at least for 6-7yrs. Of operation</p> <p>In case of consortium the profitability of which company would be counted or it would be counted of the partners based on the share holding pattern in the consortium</p>	<p>Clarified in addendum.</p> <p>Any one member of JV shall satisfy the condition</p>

S. No.	Name of the Company	Clause No. / Page No.	Original clause	Query raised / suggestion	CMRL Remarks
		Clause 4.5 (ii)	Consortium	If the bid has to be submitted by a consortium (and if either company individually does not qualify) details under Annexure 4 & Annexure 5 will be submitted by which company? Lead bidder of all the members of the consortium?	The details of bidder shall be attached for annexure-4 . For annexure -5 , the details of any one member of JV shall be annexed.
		4.31 (e)	Payment	How the train hours will be calculated? Will it be calculated by TO sign on to TO sign off OR by actual run of train.	From Train Diver Login IN & Log OUT in train driver cab system
		Clause 5.7 (iii)	Training for Train Operation personnel	If any employee trained by CMRL leaves the job then training cost for subsequent employee shall be borne by contractor? Then payment of 2lakh from contractor in case of trained employee leaves the job, is too harsh. Clause may be deleted as, restrain of attrition through training cost bond (or other means) may not be tenable in the court of law.	The clause cannot be deleted. However attrition up to 10% of the highest deputed manpower shall levied during the period of Contract.
		Clause 5.8	Competency exam	If an employee trained by CMRL fails in competency test then who will bear the cost of re-training?	Already explained under clause 5.8 (ii) as given below: The employees who have undergone training should PASS the competency written exam & Viva. If an employee fails in the competency exam, CMRL will

					<p>cease to make the payments for the failed employee, till such time he/ she Passes. Not more than 2 attempts shall be allowed. The service of those employees who have failed twice in the competency exam shall be terminated by the contractor. The repeat competency exams for failed candidates will be conducted within a period of 2 weeks.</p> <p>Hence in case of employee fails twice in competency exam then the training cost for replacement employee has to be borne by the contractor.</p>
		Clause 5.24 c & d		What if OCC instruction contradicts with TO manual/GR.	Normally it will never contradicts.
		Clause 5.24 (g)	Penalty	Term "Accident" may be defined as lack of clear definition may result in disputes.	<p>As per Metro railways General Rules 2013</p> <p>Accident means any occurrence which causes or has the potential to cause death or injury to staff, passengers or other persons or cause damage to the property of metro railway, passengers or other persons.</p>

S.No.	Name of the Company	Clause No. / Page No.	Original clause	Query raised / suggestion	CMRL Remarks
		Clause 7.2	System particulars	What are number of trains available in both corridors? What is the planning for next five years for increasing number of trains?	Presently we are operating with 15 trains for 21kms stretch . It will be enhanced up to 42 trains when both the corridors (total 45kms) are operated for passenger service. From 5th year up to 52 trains will be operating with corridor-1 extension of 9kms .
		Clause 5.13 (i)	Crew Control Office	Kindly confirm that crew control office for both corridors will be in depot only. Also please provide 100 m ² space in depot for Office free of cost.	Yes. For both the corridors the crew control office shall be provided at depot only. Appropriate sizes of room at required places will be provided.
		Clause 5.18 (i)	Variation	The clause may be deleted. In case it is not deleted, the variation of +/- 30% be applied on the bid value and train hours as on the end of fifth year of contract (that is the end date of the contract) and not on any date between date of LOA and the end date of contract, solely for the purpose of short closing or extending the contract.	Refer the Tender document.

S.No.	Name of the Company	Clause No. / Page No.	Original clause	Query raised / suggestion	CMRL Remarks
		Clause 7.5	PROJECTED TRAIN HOURS PHILOSOPHY	Please provide following information needed for calculation of TO requirements: 1. Number of trains run per day for each year. 2. Peak hour's headway per day for each year. 3. Period of revenue service per day for each year. 4. Train average speed for each corridor.	i)No. of rakes for each year are included in addendum. (ii) & (iii) Peak hour headway per day & period of revenue service shall be decided by CMRL form time to time based on patronage. (iv) Average Train speed is 34km/hr.
		Master License Agreement - Clause 18.5 at page-84	Suspension of Work On Account Of Arbitration. There should be no impact on the ongoing supply of manpower, services, material, equipment in case of the matter is referred to Arbitration.	In case of suspension of services due to unforeseen conditions, is there any minimum train hours guaranteed per day. Since the train hours are calculated based on Train Operator's Log in and Log out.	Refer tender clause 5.18 (Variation) at page No.28 under Special Conditions of Contract.
3	BVG India Limited, Chennai	Clause 4.7.1 (b)	Work experience of bidder The bidder must have completed similar work for last 5 yrs. In any metro rail /any company in India or abroad.	As BVG is FMS provider for CMRL and BMRCL, they haven't done any similar work in India / abroad. Hence requested to relax and allow to bid for tender	Eligibility as per tender conditions.

S. No.	Name of the Company	Clause No. / Page No.	Original clause	Query raised / suggestion	CMRL Remarks
4	Asa Bhanu Technical services Ltd., Hyderabad	Clause: 5.2 – Educational Qualification	Diploma / ITI in any discipline	Please revise it as “ Minimum educational Qualification”	Diploma / ITI in any discipline is the Minimum qualification.
		Clause: 5.7(iii).	However, if any of the Train Operations Personnel leaves the job due to attrition or any other reason the training cost for all subsequent persons training shall be borne by the contractor. In case of attrition of contractor’s employees who have been trained by CMRL the contractor shall pay training cost of Rs.2,00,000/- for the first year with an increment of 5% per year to this cost for the subsequent years, in case a trained employee leaves the job.	Attrition rate in the Metro rail industry is high. Please consider not to charge training cost for attrition of up to 10% per annum.. Beyond 10% attrition in a year, CMRL may collect training cost from the contractor.	However attrition up to 10% of the highest deputed manpower shall levied during the period of Contract.
		Clause: 4.31- Payment		Please add a clause “in case of difference of opinion between CMRL and contractor login and logout data. CMRL shall release 90% payment based on the contractor invoice while the balance 10% is discussed and settled separately.	In case of any dispute arises in the submitted bill then 70% of bill amount shall be paid as per the payment process of CMRL and balance shall be paid after resolution of dispute.

S. No.	Name of the Company	Clause No. / Page No.	Original clause	Query raised / suggestion	CMRL Remarks
		Page No. 70, Packet –B Price quote for 5 Yrs.	Price quote for 5 Yrs. Under Financial Bid.	Please clarify if price per train hours in the 2 nd , 3 rd , 4 th , 5 th year should include the 5% yearly escalation.	Yes. Clarified in Addendum
		Clause:13.1- Master License Agreement	Article -13 - Insurance & Indemnities	Please indicate the value of CGL, Professional indemnity insurance and workers compensation.	Clarified in Addendum
		Clause: 5.24 & 6.6 – Contractor Responsibilities	Penalties and Duties of Train driver	Please Exclude contractor responsibilities under the following conditions. 1) Train operation without signalling. 2) Testing where special conditions are applied. Manual Operation mode	The clause shall not be excluded as (a) the cases of operating train without automatic signalling or manual mode operation has been clearly defined in Train operation procedure (SOP) & special instructions. The train driver needs to follow the same. Only in case if the train operator fails to follow the procedure and made loss to CMRL / public, then the responsibilities lies on Contractor. (b) Normally testing train operation will be carried by train operator accompanied by staff deputed by CMRL from concerned department conducting the test. Only when the train operator

					fail to follow the instructions during testing and made a loss to CMRL then the same has to be compensated by contractor as mentioned at clause5.23 under special conditions of contract.
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