

Tender No. ATW-07/RT-01

Tender No. ATW-07/RT-01- Phase-I Extension- (under JICA loan agreement JICA ID -P 258)Installation, Testing and Commissioning of Ballastless Track of Standard Gauge in Elevated, Underground Sections and Wimco Nagar Depot along with supply and installation of Buffer stops for Chennai Metro Phase-1 Extension Project

Pre-Bid Query/Replies

S. No.	Tender Reference	Bidder Query	CMRL Reply	Addendum Issued (Yes / No)
1	2.4.2. (a) (a1)	<p>Experience under construction contractor in the role of prime contractor (single entity or JV members), subcontractor, or management contractor (i), for at least the last five years, starting 1st January 2013. A minimum number of work (s) that have been satisfactorily and substantially (iii) completed as a prime contractor (single entity or .1V members) (iv)between 1st January 2013 and Bid submission deadline al). One work (ii) of value INR 16.80Cr. or above</p> <p><i>Indian Railways is adopting a system that previous experience of one single work of 35% of the tendered value should have been completed. In this tender, the same is fixed at 42.175% and it is requested that the same may be amended to 35% to 37% of the tendered value.</i></p>	<p>Not Agreed. Tender condition prevails</p>	No
2	2.4.2. (b) (b1)	<p>For the above or other contracts completed and under implementation as prime contractor (single entity or JV member), management contractor or sub-contractor (iv) between 1st January 2013 and Bid submission deadline, a minimum construction experience in the following key activities successfully completed (iii) b1) One work of installation of ballastless track for a metro or railway project of 10 track km or more.</p> <p><i>We have completed track linking work of 40 km in single work with ballast in doubling of under operation track ie. Under heavy safety norms. It is requested that the criteria of 10 km ballastless track may be amended either 10 km ballastless or 25 km ballastless track.</i></p>	<p>Not Agreed. Tender condition prevails</p>	No
3	8.7 of GC	<p>Summary of delay damages . KD1 - KD7 up to 28 days Rs -10,000/day 29 to 56 days Rs-25,000/day</p> <p><i>The delay damages may be effected at KD4 and KD7, as initially the progress may be slow and at middle the same is generally covered. Request for amendment please.</i></p>	<p>Partially Agreed.</p>	Please refer Addendum No.1
4	1.1.2	<p>The bidder shall provide details of the proposed personnel and their experience records in form PER-1 and form PER-2 in section -IV, Bidding forms.</p> <p><i>Request for amendment that the details shall be made available within 15 days of award of work ie during mobilization.</i></p>	<p>Not Agreed. As the details of proposed personnel and experimnce records will be part of evaluaiton.</p>	No

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S. No.	Tender Reference	Bidder Query	CMRL Reply	Addendum Issued (Yes / No)
5	Clause 1.1.2 Personnel	<p>As per above Clause of the Tender document, we have to submit names and resume of all the key personnel along with our offer. However, in this connection we would like to submit that we cannot keep such highly qualified/experienced personnel idling till award of the tender, which itself is not very certain. As such we request you to kindly not insist for the above condition and in place of above an undertaking from the tenderer to the effect that they will deploy all the key personnel as per specified qualification and experience should suffice. It is also humbly submitted that payment of mobilization advance is linked with deployment of above key personnel and in fact there is further severe penalty in case the contractor fails to timely deploy these key personnel as per laid down criteria, the contractor can in no way escape from deployment of the key personnel as per laid down qualification/experience and within the time period specified in the tender.</p> <p>It is further stipulated that in case a foreign company is JV partner then at least 20% of the above key employees will be employees of such foreign company. In this connection it is submitted that securing visa, work permit etc. for foreign national is a time consuming process and also in case a foreign company has to employ Indians then also procedure is time consuming and cumbersome. As such, to save time and avoid delay in deployment of key personnel, it is suggested that we should be allowed to engage the above specified no. of 20% of the key employees with the specific approval of the foreign JV Partner so as to maintain quality of the employees.</p>	<p>Not Agreed. This being a JICA bid, all regulations and norms of JICA to be strictly followed.</p>	No
6	Clause 1.1.3 equipment	<p>As per above Clause of the Tender document, the tenderer must have firm lease/rental agreement with the equipment owners for the equipment mentioned in the above Clause, duly giving details of machines such as machine no., make, model etc. However, in this connection we would like to submit that we cannot keep such costly and specialized machines idling till award of the tender, which itself is not very certain. As such we request you to kindly not insist for the above condition and in place of above, an undertaking from the tenderer to the effect that they will deploy all the machines as per tender requirement should suffice. It is also humbly submitted that payment of mobilization advance is linked with deployment of above machines and in fact there is further severe penalty in case the contractor fails to timely deploy these machines as per laid down criteria, the contractor can in no way escape from deployment of these machines as stipulated in the above Clause and within the time period specified in the tender.</p>	<p>Not Agreed. Tender condition prevails</p>	No
7	Appendix 2	<p>Tender Document provides for 28 key dates to be adhered to by the contractor failing which severe penalty would be imposed on him as stipulated further at page 757 of the Tender document. These key dates have been prescribed without taking into account any ground conditions e.g. monsoon period, major festivals such as Diwali, Pongal etc. during which progress is bound to slow down. There are in total 28 key dates to be adhered during a period of one year i.e. one key date almost every 10 days. This will severely restrict contractor's flexibility of machine and men deployment and thereby resulting into either penalty or idling of precious resources. It is, therefore, suggested that these penal clauses may be deleted. However, if CMRL still feels to keep some penalty provision as a deterrent measure, then it is suggested that the penalty should be limited to only those key dates which will affect system contractor i.e. any delay in achieving those key dates will delay providing access to the System contractor which may finally delay the work. As such it is suggested that penalty should be prescribed only in case of key dates mentioned as AD 1.7, AD 2.7, AD 3.7 and AD 4.7.</p>	<p>Partially Agreed.</p>	Please refer Addendum No.1