



CHENNAI METRO RAIL LIMITED

Tender document no. CMRL - RS - IOH -01-2022

Tender for "Providing Overhauling Services to CMRL Rolling Stock in Kovambedu Depot "

Response to queries during pre-bid meeting conducted in CMRL on 18.04.2022					
Sl. No.	Part/ Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
Bidder-01 queries					
1	GCC	6.1	Work Experience of having completed similar works during the last 5 years starting from FY 2017-18 in India or abroad or both, ending last day of the previous month to which the tender is published, shall be as follows	We request to amend this clause as follows. Work Experience of having completed works during the last 10 years starting from FY 2012-13 in India or abroad or both, ending last day of the previous month to which the tender is published, shall be as follows.	Tender condition prevails.
2	GCC	6.1	i. Three similar works costing not less than Rs.7.88 crores each or ii. Two similar works costing not less than Rs.9.86 crores each or iii. One similar work costing not less than Rs.15.77crores	The Works Value mentioned is very high. We request you to consider reducing the values by considering annual contract value rather than total contract value. Contract Values are drastically reduced in last 2 years due to COVID'19 Pandemic. In the past, for similar tenders of preventive maintenance of Rolling Stock CMRL. considered annual value only. Also other metro operators are considering annual values in similar manner. Please refer tender floated by Gujarat and U.P Metro.	Tender condition prevails.
3	GCC	6.1	Similar work means "Providing Operation or Maintenance service of Metro Rolling stock	We request to amend this clause as follows.: Similar work means 'providing service for testing and commissioning or corrective maintenance or preventive maintenance of metro rolling stock or its sub systems or operations of metro rolling stock'.	Tender condition prevails.
4	GCC	23.2	Performance security shall be equivalent to 10% of the Contract Price . Performance security shall be furnished in the form of an account payee demand draft payable in Chennai from any Scheduled Bank in India, in favour of "Chennai Metro Rail Limited" or irrevocable bank guarantee in a prescribed format. (Annexure -11).	As per the OM dated: 30th Dec' 2021 Ministry of Finance for the Performance Security (i.e 5 - 10% to 3%) extended to 31.03.2023. Enclosed: OM Copy. Therefore we request you to reduce the Performance Security to 3% from 10%.	Please refer Addendum-01
5	SCOPE OF WORK	1.3	CMRL now wishes to outsource the Overhauling activities of rolling stock of 45 trainsets for a period of five (5) years. The tentative number of trains for which Overhauling to be performed is as follows.	We request to add the following in this clause. "Only one train will be provided for overhauling at any given time"	Tender condition prevails.
6	SCOPE OF WORK	11.7	Proficiency in Tamil Language is compulsory for the staff being recruited by the contractor for the overhauling service. The Contractor has to ensure this as and when new recruitment is done throughout the contract period.	We request you to revise the clause as "Proficiency in Tamil Language is preferable for the staff being recruited by the contractor for the overhauling service" as it is difficult to meet that requirement in addition to the "experience in rolling stock maintenance/ warranty management is required as per clause 10.2".	Tender condition prevails.

7	SCOPE OF WORK	26.2	Overhauling plan for every year is shown as in clause 1(d) of Scope of work. The contractor shall complete the planned number of trains within the time period.	We request you to revise the clause as "Overhauling plan for every year is shown as in clause 1(d) of Scope of work and all the planned trains will be provided within the given time frame. The contractor shall complete the planned number of trains within the time period."	Tender condition prevails.
8	SCOPE OF WORK	29.1	The contract can be varied by $\pm 30\%$ in value. The contract value may increase up to 30% for any addition to the existing scope of work.	We request you to revise the clause as "The contract can be varied by $\pm 15\%$ in value. The contract value may increase up to 15% for any addition to the existing scope of work. "	Tender condition prevails.
Bidder-02 queries					
9	GCC	8.3	The joint bidding agreement for the consortium shall state the responsibility regarding the techno-commercial and financial arrangements in respect of each member in the consortium.	In case of bidding by consortium. Please confirm our following understandings – 1. Each consortium member will have separate billing schedule as per respective scope of work in consortium agreement. 2. Each consortium member will be allowed to raise separate invoicing as per their scope of work & billing schedule. 3. Each consortium member will get paid separately to their respective bank account against the invoices raised by them. 4. Consortium will not required to be registered as a taxable entity. Please confirm the same	In case of Consortium, the payment of invoices will be made to the joint bank account declared by the consortium. Tender condition prevails.
10	GCC	2.6	Price Bid: The Price bid containing the Price schedule will be in excel format and the bidder shall quote the rates, taxes & duties etc., for providing Overhauling services to CMRL Rolling stock in Koyambedu depot on this excel file only. Where, any row or column is not applicable, the bidder has to indicate '0' against this and no cells shall be left blank. LOWEST bidder shall be chosen from the " Total cost per trainset including GST (Total cost in Figures - Column No.14) " as per price schedule. The bidder may modify and resubmit the bid on-line, if he wishes so, before the bid submission date and time. The system will accept only the last submitted bid. Bidder can find out the status of his tender on line, any time after opening the bids. The bidder shall not rename the Price Schedule file or modify the format while uploading in the system. The file name should be the same as the file given in the tender. All bids are to be submitted on-line on the website.	Please confirm our following understanding - In case of bidding by consortium consist of Indian entity and foreign entity, for offshore supplies & services - (1) CMRL will be importer on records for such offshore supplies & Customs clearance will be done in the name of CMRL. Customs duties and GST on such imports will be excluded from contract price. (2) CMRL will be importer of services and will borne and pay RCM (Reverse Charge Mechanism) GST on Imports of Services (3) The transfer of ownership for offshore supplies to CMRL will be outside India or on high seas.	It is a service level contract. No import of components are envisaged.

11	GCC	2.6	<p>Price Bid: The Price bid containing the Price schedule will be in excel format and the bidder shall quote the rates, taxes & duties etc., for providing Overhauling services to CMRL Rolling stock in Koyambedu depot on this excel file only. Where, any row or column is not applicable, the bidder has to indicate '0' against this and no cells shall be left blank.</p> <p>LOWEST bidder shall be chosen from the "Total cost per trainset including GST (Total cost in Figures - Column No.14)" as per price schedule.</p> <p>The bidder may modify and resubmit the bid on-line, if he wishes so, before the bid submission date and time.</p> <p>The system will accept only the last submitted bid. Bidder can find out the status of his tender on line, any time after opening the bids.</p> <p>The bidder shall not rename the Price Schedule file or modify the format while uploading in the system. The file name should be the same as the file given in the tender.</p> <p>All bids are to be submitted on-line on the website.</p>	<p>Please clarify coverage of change in law. We propose change in law clause as below . Please confirm to coverage of change in law clause -</p> <p>The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract. If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date.</p>	<p>GST paid by the contractor will be reimbursed by CMRL upon submission of relevant proof.</p>
12	SCOPE OF WORK	32	<p>32. Penalties The contractor will be imposed with the following penalties according to the Non-Conformances noticed.</p>	<p>Bidder requests that the aggregate liability of the Contractor be capped at 100% of the total contract value.</p>	<p>Tender condition prevails.</p>
13	--	--	--	<p>Bidder requests that the indirect and consequential damages be expressly excluded.</p>	<p>Tender condition prevails.</p>
14	GCC	36	PAYMENT	<p>Customer should provide a provision for late payment interest.</p>	<p>Tender condition prevails.</p>
15	GCC	36	PAYMENT	<p>Contractor should be entitled to payment for the works done by it till date the date of termination, in case termination is not attributable to the Contractor.</p>	<p>Tender condition prevails.</p>
16	GCC	36	PAYMENT	<p>Contractor to have the right to suspend works in case of delayed/non payment by the Customer for 45 days. In case of further non payment by the Customer beyond 21 days after the notice of such non payment has been given by the Contractor, the Contractor shall be entitled to terminate the Contract.</p>	<p>Tender condition prevails.</p>
17	GCC	45	FORCE MAJEURE	<p>Contractor should have the right to terminate the contract in the event of FM conditions exceeding beyond a continuous period of 45 days. Payment to be done to the Contractor for the works done by it till date of such termination.</p>	<p>Tender condition prevails.</p>

18	GCC	6.1	<p>2. Experience: The tenderer shall predominantly be in the business related to operations or maintenance of rolling stock, either in India or Abroad or both. Work Experience of having completed similar works during the last 5 years starting from FY 2017-18 in India or abroad or both, ending last day of the previous month to which the tender is published, shall be as follows</p> <p>i. Three similar works costing not less than Rs.7.88 crores each or ii. Two similar works costing not less than Rs.9.86 crores each or iii. One similar work costing not less than Rs.15.77crores</p>	<p>Bidder request that incase the tenderer is an Indian Entity (Incorporated In India) it should be permitted to use the references of its Associates/Sister Company to meet the technical experience requirement. Accordingly we request the following modification in the eligibility criteria, "The tenderer or its Associates/Sister Company shall predominantly be in the business related to operations or maintenance of rolling stock, either in India or Abroad or both" "Associate means, in relation to the tenderer, a person who controls, is controlled by, or is under the common control with such tenderer, as the case may be (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law."</p>	Tender condition prevails.
19	GCC	7.3	The bidder should have been a profit making entity for the preceding three financial years in which the annual turnover is calculated (Copy of statement of Profit and Loss Account certified by Chartered Accountant for each of the three financial years to be enclosed (Annexure-6 – Format-1).	Bidder request to modify the stated clause as " The bidder should have been a profit making entity in the latest completed financial year in which the annual turnover is calculated (Copy of statement of Profit and Loss Account certified by Chartered Accountant of the latest completed financial year to be enclosed (Annexure-6 – Format-1).	Tender condition prevails.
20	NIT	SL. NO.13	Last date & time of submission of Tender 09th May 2022 at 15:00 hrs.	Bidder request to extend the time of submission of Tender to 31st May 2022 at 15:00 hrs.	Tender condition prevails.
21	GCC	18.2	The prices shall be quoted in Indian Rupee (INR), failing which the bid would be rejected. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.	Kindly confirm Price escalation as per Clause no. 37 is applicable.	Annual Price escalation is applicable as per GCC clause 37. The rates quoted by the bidder remains unchanged for the first year.

22	GCC	36.2	The contractor has to submit the bills within a week after issuing fitness to the trainset for which overhauling service is done to process the payment. The payment will be effected within 21 days from the submission of his claim each time after due deductions of all statutory payments, taxes, penalties and other deductions applicable. No advances shall be paid to the Contractor. Tax deduction at source from each on-account progress bill shall be made by CMRL as per the provisions of the statutes/acts of statutory bodies/local authorities, etc., except when the contractor prior to release of payment submits valid and complete documents for Income tax exemption.	Bidder's request is to allow advance payment @ 10% to enable mobilize resources at the start of of contract.	Tender condition prevails.
23	GCC	37.1	The Price escalation at 5% for the second year, 10% for the third year, 15% for the fourth year and 20% for the fifth year of the base rate (first year cost) is applicable. Escalation of 25 % of the base rate (first year cost) is allowed if the contract is extended to the sixth year.	As cost of inflation for Long term contracts cannot be accurately pre-estimated. A price adjustment mechanism based on actual indices de-risks the project both from contractor and customer's perspective. Therefore we request you to include following Cost Price Adjustment Formula in tender :- Price adjustment linked to CPI and WPI Formula for adjustment for change in cost:	Tender condition prevails.
25	SCOPE OF WORK	2.5.10 2.5.11	Conducting dynamic tests in Depot test track for any abnormality. Dynamic testing in mainline for at least 200KMs for any abnormality.	Request customer to confirm train operator/driver for these activities will be provided by CMRL.	Train operator will be provided by CMRL.
26	GCC	30.5	The list of spares required for overhauling service to Rolling stock is attached as Annexure-15 will be provided by CMRL at free of cost for the first trainset. The Contractor shall perform all the overhauling activities in the spares and shall use for replacement in subsequent trains.	Request customer to confirm Unit Exchange Spare or Rotable spare will be provided by CMRL in working condition. Any maintenance to be carried out for CMRL supplied spares will be compensated additionally.	Tender condition prevails.
27	SCOPE OF WORK	17.1	The minimum manpower on site at any circumstance shall not be less than 36 persons excluding Team leaders, Admin staff & Service Manager, throughout the contract period. The manpower mentioned is the bare minimum manpower which must be maintained at any circumstance at work site irrespective of any considerations like leave, week-off , etc.	Generally Maintenance activities will be carried out in the day time and only testing will be scheduled for non-revenue service hours i.e., night shift.. Request customer to confirm the minimum staffing requirement is not applicable for night shift or weekends. Also we understand the minimum requirement of 36 head count is not calculated per shift and contractor can distribute this headcount in different shifts of the day.	The minimum requirement of 36 head count is not calculated per shift and contractor can distribute this head count in different shifts of the day, if required.

28	SCOPE OF WORK	1.2	Overhauling of rolling stock is to be performed every 6 years. Overhauling of rolling stock includes activities like train preparation for overhauling, replacement of new/ overhauling of train parts, re-conditioning/ replacement and testing of spares, internal and external cleaning of rolling stock, cleaning of spares, polishing of rubber parts & protective floor coating, FRP repairs, signage's replacement, car levelling, Functionality checks, testing of train at Test track and Mainline, issuing fitness certificate after completion of overhauling activities and documenting all the activities done, etc.	Request customer to confirm the type of cleaning involved in the contract, as daily, weekly cleaning of rolling stock is generally carried out by cleaning contractor? Request to elaborate the type "Polishing of rubber part" required? We understand "EFP repair" is limited to patching of damaged parts. Buffing and reconditioning of scratch marks are excluded ?	Please refer Addendum-01
29	SCOPE OF WORK	2.1	Internal Heavy Cleaning & Protective Floor Coating	Please confirm tools and machines required for Internal heavy cleaning will be provided by CMRL free of any cost?	Please refer Addendum-01
30	Annexure 13	--	List of Activities	We understand that the activity list is been prepared with reference to the OEM maintenance manual, however some of these activities can be differed for the next routine overhaul. Request customer to allow bidder to propose such changes.	Any changes in the list of activities will be made subject to approval of CMRL.
31	Annexure 13	123	Bogie frame - Painting	Request customer to confirm paint shop with required equipment is available at the depot facility?	Available.
32	Annexure 16	--	List of tools/ special tools	As the lead time for purchase of equipment and special tools are high, in case of such requirement we expect customer to adjust the overhaul planning accordingly without imposing penalty for delay.	Tender condition prevails.
33	SCOPE OF WORK	2.6.8	Removal of HVAC Duct panels and Cleaning of HVAC Ducts throughout the train including cab.	We do not foresee the requirement of complete duct cleaning considering the age of the fleet. Request customer to remove this requirement.	Tender condition prevails.
34	--	--	--	We understand that spares, services, kits required for overhaul service to be included in the quote? However additional tools and facility with be compensated as a variation. Request customer to confirm our understanding	Please refer clause 30 of GCC and clauses 5,6,7,8 of Scope of work.
35	ANNEXURE 13	206	Pneumatic tightness test	We understand that this activity refers to leakage test, please confirm?	Pneumatic tightness test to be conducted as per OEM Non-Regression test procedure.
36	ANNEXURE 13	149	Pneumatic pipes & hoses :Washers & O-rings replacement	We do not foresee the requirement of this activity considering the age of the fleet. Request customer to remove this requirement.	Tender condition prevails.
37	SCOPE OF WORK	2.5.1	Preparation of train allocated by CMRL for overhauling by covering the floor, removing the panel covers, loosening of fasteners, etc., as required.	We request customer to confirm that floor protective cover will be provided by CMRL.	Tender condition prevails.

Bidder-03 queries					
38	--	--	--	With reference to the tender no. CMRL- RS-IOH-01-2022 due 10/05/2022, we are yet to receive the clarification for few technical details from our internal team for the tendered scope due to short notice. Hence, we request you to please extend the clarification submission date in portal from 18/04/2022 to 27/04/2022 to enable us to submit our request for clarifications against the tender conditions and kindly extend the bid submission date accordingly as well.	Tender condition prevails.
Bidder-04 queries					
39	GCC	6.1	The tenderer shall predominantly be in the business related to operations or maintenance of rolling stock, either in India or Abroad or both. Work Experience of having completed similar works during the last 5 years starting from FY 2017-18 in India or abroad or both, ending last day of the previous month to which the tender is published, shall be as follows	With reference to this point which state that the bidder should have experience in operations or maintenance of rolling stock only, we would like to request CMRL kindly consider operations or maintenance of all public transport systems and not limit to only rolling stock.	Tender condition prevails.
40	SCOPE OF WORK	3.1	Approximate man hours and duration per trainset overhauling service to be accomplished by the contractor are given in the following table:	With reference to this Point request CMRL to kindly provide category of manpower required for each activity (i.e. Skilled / Semi Skilled / Un Skilled) which will help the bidder for assessing the required manpower.	Please refer clause 11.6 of scope of work.
41	SCOPE OF WORK	11.1	Recruitment of Service Manager: The Service manager shall be inducted within 30 days of issuance of Letter of Acceptance.	Request CMRL to clarify the cost towards this manpower category will be provided by CMRL or the will it be in the cost of the bidder	The cost of Service Manager will be borne by the contractor.
42	SCOPE OF WORK	18.1	The contractor shall ensure the following minimum take home pay is paid after issuing competency for various categories.	Request CMRL to Clarify manpower qty. required in each category.	Please refer clause 11.4, 11.6 & 17.3 of scope of work.




**Director (Systems & Operations),
For Chennai Metro Rail Limited**