

Chennai Metro Rail Limited
Tender Description: Design, Manufacture, Supply, Testing, Commissioning of Standard Gauge Metro Rolling Stock (210 cars) and Training of Personnel
Tender No. CMRL/PHASE II/SYS/CP26/ARE02/2021
Tender ID. 2021_CMMDB_640237_1

Reply to Bidders Queries

Sl. No.	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Reply	Addendum
1	NIT No: CMRL/Phase-II/Sys/CP26/ARE02/2021	8. Pre-bid meeting	09-Sep-21	Due to the summer holidays in Japan and in other countries, we have not yet consolidated clarifications. It is requested to please consider extending the Pre-bid meeting date	Please refer Corrigendum (02)	N
2	Part 1 Section I	Instructions to Bidders 7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	7.1 A Bidder requiring any clarification of the Bidding Documents address specified in the BDS or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 24.2.	It is understood that clarification end date as mentioned on the E-tendering portal is a typo error. As per the ITB clause 7.1, last date of submission of clarification is 14 days prior to the deadline for submission of Bids. It is requested to please modify the clarification end date on the E-tendering portal appropriately.	Tender condition prevails.	N
3	Part 1 Section V Eligible Source Countries of Japanese ODA Loans	Eligible Source Countries of Japanese ODA Loans Eligible Nationality	8. With regard to Section A. (4) above, if the major components(s) of goods is(are) substantially manufactured by an Eligible Local Manufacturing Company, such components can be regarded and counted as Japanese origin even if the goods are not procured from Japan. Eligible Local Manufacturing Company(ies). Nor Eligible Developed countries' Manufacturing Company(ies).	We understand that the Bidder can define and propose the "major component(s) of goods" at his discretion. Please confirm.	YES, the bidder can propose the list and submit FORM SUB, which shall be inline with ERTS requirements & EQC 2.5.	N
4	Part 1 Section V Eligible Source Countries of Japanese ODA Loans	Eligible Source Countries of Japanese ODA Loans Eligible Nationality	10. With regard to Section A (4) above and in, the goods procured from Indian Company(ies) can be regarded and counted as Japanese origin if such goods satisfy all of the following conditions: a) The major component(s) is(are) substantially manufactured by a Japanese Company(ies); and b) Japanese Company(ies) substantially manufactures major component(s) and Japanese Rolling Stock manufacturing company(ies) substantially engage with final assembly or the final refinement / processing by the Indian company(ies) the manners including, but limited to technical cooperation, commissioning of manufacturing or provision of design	Please clarify whether the following Bidder's interpretations are correct. (1) "Japanese Rolling Stock manufacturing company(ies)" can be Japanese subsidiary in a foreign country who has a manufacturing unit in that country. (2) In case Japanese Partner in Japan procures the other major component(s), system, sub-system and materials from India and/or Japan and/or third countries, as long as the Japanese Partner manufactures complete Trainset(s) in his country including those procured from India and/or Japan and/or the third countries, the complete Trainset(s) price (i.e. Price Centre B) can be regarded and counted as Japanese origin ("sourced from Japanese manufacturer/companies"). (3) In case Eligible Developed Countries' Manufacturing Company procures the other major component(s), system, sub-system and materials from India and/or his country and/or third countries, as long as the Eligible Developed Countries' Manufacturing Company manufactures complete Trainset(s) in his country including those procured from India and/or his country and/or the third countries, the complete Trainset(s) price (i.e. Price Centre B) can be regarded and counted as Japanese origin ("sourced from Japanese manufacturer/companies"). (4) In case Indian company(ies) or Japanese companies procure the other major component(s), system, sub-system and materials from India and/or Japan and/or third countries, as long as 10. a) & b) are satisfied, complete Trainset(s) price (Price Centre C) by the Indian company(ies) including prices procured from India and/or Japan and/or the third countries can be regarded and counted as Japanese origin ("sourced from Japanese manufacturer/companies").	(1) No. (2, 3 & 4) From your query it is noted that Japanese supplier procures materials from any countries will be eligible. The Contractor has to procure materials only from suppliers meeting the contract requirements as mentioned in ESC. The Bidder has to submit the complete OEM list of all Rolling Stock items and it will be assessed by CMRL / GC.	N
5	Part 1 Section III	Evaluation and Qualification Criteria (EQC) 2.4.2 (c)	A minimum of 53 cars (Metro, LRT, Suburban EMUs, Train sets) must have been supplied to 1. Outside the parent company or group company (and) 2. Country other than the country of origin (or) India	If the Bidder was a subcontractor to his parent or group company, supplied Rolling Stock to end user through his parent or group company, we understand those supply record can be considered as "supplied to outside the parent company or group company." Please confirm.	No.	N
6	Part 1 Section III	Evaluation and Qualification Criteria (EQC) 2.5 Subcontractors/manufacturers	9. High Voltage Equipments (Main transformer & VCB)	As Main Transformer and VCB are different items and have different suppliers. Thus, it is requested to have different criteria and Forms Sys for VCB and Main Transformer. Please issue the amendment.	Tender condition prevails.	N
7	Part 1 Section III	Evaluation and Qualification Criteria (EQC) Clause 2.6	2.6 Establishment of manufacturing facility in India: The successful bidder shall establish metro cars manufacturing facility in India to manufacture at least 75% of the quantity ordered in this bid either through collaboration with companies based in India or by setting up an independent manufacturing unit in India. The contractor shall provide declaration through the Form Manufacturing Facility that he will establish a manufacturing facility in India and assembled/ manufacture at least 75% of the total ordered quantity.	(1) please clarify "quantity" means the number of Trainset (2) Please reword the sentence below: The successful bidder shall establish metro cars manufacturing facility in India or utilize the existing manufacturing facility in India to manufacture and/or assemble at least 75% of the quantity ordered in this bid either through collaboration with companies based in India or by setting up an independent manufacturing unit in India. The contractor shall provide declaration through the Form Manufacturing Facility that he will establish a manufacturing facility in India or utilize the existing manufacturing facility in India AND assemble and/or manufacture at least 75% of the total ordered quantity. (3) Please clarify the minimum requirement of the "assemble" and "manufacture" respectively. (4) Please amend descriptions of PCC Clause No.15 and "Form Manufacturing Facilities" accordingly.	Tender condition prevails.	N
8	Part 1 Section III	Evaluation and Qualification Criteria (EQC)	Experience under contracts in the role of prime contractor (single entity or JV member), subcontractor, or management contractor(i) for at least the last FIVE (5) years starting 1st January 2016.	As the tender is called for Rolling Stock procurement. Thus, please reword: Experience under Rolling Stock contracts in the role of prime contractor (single entity or JV member), subcontractor, or management contractor(i) for at least the last FIVE (5) years starting 1st January 2016.	Tender condition prevails.	N
9	Part 1 Section IV	Bidding Forms	2. Schedule of Adjustment Data	As ITB 19.1 allows INR, JPY and in any one freely convertible foreign currency. It is requested to add a Table C for Schedule of Adjustment Data for foreign currency.	Refer Addendum (02). Point 6 & 7.	Y
10	Part 1 Section IV	Bidding Forms Form Goods/Services: Country of Origin of Goods and Services	"Name of the Goods/Services" in the table	Please clarify Bidder to list Price Center A to H in column of the Name of the Goods/Services.	The bidder shall list the Goods & Services in this table. Tender condition prevails.	N

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11	Part 2 Section VI	ERTS – System Requirements 2.1 2.4.1 2.4.2	<p>2.1 For the purpose of these Specifications, "Proven Design" means the Car, System, Subsystem, Equipment or Components etc. Which shall comply with requirements specified in Section III of Part 1: Evaluation and Qualification Criteria of the contract document.</p> <p>2.4.1 Car, system and subsystem designs shall be service proven. CMRL will evaluate the applicability of "service proven" according to the risk associated with each particular design. In general, "service proven" shall mean the system, subsystem equipment or components, etc. which shall comply with requirement's specified in Section III of Part 1: Evaluation and Qualification Criteria of the contract document.</p> <p>2.4.2 To establish a design's service-proven history, the Contractor shall submit as part of the proposal specific details of the application history. The Contractor may offer, for approval, a design which is basically unchanged from a service-proven design, but which must be upgrade in design or manufacture to suit CMRL's requirements or for reliability purposes.</p> <p>The Contractor shall show, in detail, what has been changed in the equipment and why such changes will not adversely affect operation and performance.</p> <p>For proven design, the Contractor shall produce for CMRL's review and approval test documents from the other systems/projects for which the Contractor is providing the proven design application.</p>	<p>(1) We understand requirements of Section III of Part 1: Evaluation and Qualification Criteria are defined for the Employer to evaluate design and manufacturing capability of the Bidder and/or subcontractors. Service Proven requirements in these clauses are limiting the Bidder's Design & Build capability and performance. The Bidder will propose service proven product as much as possible, but please delink the EQC requirements and service proven requirements.</p> <p>(2) Please clarify whether Bidder can propose service-proven design of subcontractor for car body. In this case, Bidder to be system integrator of train set, procure car body from the subcontractor which is service proven in the subcontractor's past project.</p>	(1) Tender Condition Prevails (2) No.	N
12	Part 2 Section VI	ERTS – System Requirements 2.2.26	This Rolling Stock contract is only for JICA Funded project of shall operate in all three corridors of CMRL Phase 2 and there might be a possibility of having multiple Rolling Stock Contractors for all the three corridors of Phase 2 along with its extensions. The Contractor as above shall ensure that all requirements of the Technical Specification and Compatibility between the Rolling Stock is ensured, for the system such as (but not limited to) Traction system, Coupler System, Pneumatic supply extension, Door pitch, etc., are properly satisfied.	The Bidder is not able to guarantee the exact compatibility on each equipment basis. Please clarify and explain details and minimum compatibility requirements for this project.	Clause 2.2.26 is self explanatory, further please refer Part 2 : Section VI Appendix C Sl. No. 14.	N
13	Part 3 Section VIII Particular Conditions	4.1.1 Country of Origin of Goods and Services:	The successful bidder under this contract shall procure goods and services of minimum 90% (Seventy Point Five Percentage) of the Contract Price from Japanese Manufacturers/contractors as per Section V – Eligible Source countries. Remaining portion of the goods and services shall be procured from Indian manufacturers / contractors.	Please clarify whether contract price from Japanese manufacturer / contractors shall be 90% or 70.5%. Please issue the amendment.	Refer Addendum (02). Point 31	Y
14	Part 1 Section III	Evaluation and Qualification Criteria (EQC) 2.4.2(a) 2.4.2(b) 2.4.2(c) 2.4.2(d)		Please confirm EQC 2.4.2 (a), 2.4.2 (b), 2.4.2 (c), 2.4.2 (d) are independent qualification requirements and the Bidder to submit respective Forms to substantiate his qualification against each EQC requirements.	Yes.	N
15	Part 1 Section III	Evaluation and Qualification Criteria (EQC) 2.5 Subcontractors/manufacturers	<p>2. Propulsion (Traction converter, Auxiliary converter and Traction motors)</p> <p>The designer of Traction converter-inverter shall be considered as the integrator of the Propulsion system and shall individually have experience of minimum ten (10) years in the Design and Manufacturing of Traction converter-inverter for Metro rolling stock AND the system supplied have been in satisfactory revenue operation for at least four (4) years in minimum aggregate 300 cars comprising of both powered and non-powered cars, supplied against minimum three (3) different contracts in the Metros (i.e. MRT, Metro-lite, LRT, LRV, Tramway, Suburban Railways, EMU or high speed railways). Integrator of the propulsion system shall have the entire responsibility for any warranty obligations and design modifications of propulsion system during the contract period for which it should have adequate past experience. Besides, other suppliers must qualify for respective scope of work against the eligibility criteria as per the eligibility conditions mentioned in the respective tenders of the metros</p>	The definition of Metros in Form Sys-2 should be same. Please issued the amendment of Form Sys-2 and define Metro (i.e. MRT, Metro-lite, LRT, LRV, Tramway, Suburban Railways, EMU or high speed railways).	Form SYS-2 template is only for reference. It is bidder's responsibility to ensure that all the necessary information sought by CMRL are addressed in the certificate.	N
16	Part 1 Section IV	Bidding Forms 3.1.3	In case of failure by the Contractor to obtain and remit the refund within one month time to the Employer, the same will be recovered by the Employer from the amounts due as payment to the Contractor or as debt due from the Contractor. If the Contractor fails to take the required action to obtain refund or exemption, the Employer may take action in accordance with the Conditions of Contract.	In case the Contractor's is not able to obtain exemption /refund of such taxes, duties, etc., from the concerned Authorities even if the Contractor attempt to obtain benefit, these cases should not be treated as failure by the Contractor. Please revise appropriately.	Tender Conditions Prevail.	N
17	Part 1 Section IV	Bidding Forms 3.2.6	<p>The price adjustment as worked out above i.e. either increase or decrease will be applicable up to the stipulated Completion Date (applicable to all milestone dates) of the Works, including the extended period of completion where such extension has been granted under Sub-Clauses 8.4 of the Part 3 - General Conditions, and where such an extension has not been granted, the price adjustment will be due as follows:</p> <p>a) In case the indices increase above the indices applicable to a bill made on the last date of original completion period or the extended period under Sub-Clauses 8.4, the price adjustment for the period of extension granted in accordance with GC sub-clause 8.4 will be limited to the amount payable as per the indices applicable to a statement made on the last date of the original completion period or the extended period as determined by the Employer as the case may be.</p> <p>b) In case the indices fall below the indices applicable to a statement made on the last date of the original or extended period of completion, then the lower indices will be adopted for Price Adjustment for the period of extension.</p> <p>No price increase will be allowed for periods of delay for which the Contractor is held responsible. The Employer will, however, be entitled to any price decrease occurring during such periods of delay.</p>	<p>Please replace clause 3.2.6 with following condition considering fairness of contract.</p> <p>"The price adjustment as worked out above i.e. either increase or decrease will be applicable up to the stipulated Completion Date (applicable to all milestone dates) of the Works, including the extended period of completion where such extension has been granted under Sub-Clauses 8.4 of the Part 3 - General Conditions.</p> <p>No price adjustment either increase or decrease will be applied for periods of delay for which the Contractor is held responsible."</p>	Tender Conditions Prevail.	N
18	Part 1 Section IV	Bidding Forms 3.3	3.3.1 The Employer on their discretion may advise the Contractor in writing about increase of the total quantity upto 10 complete train-set of 3-car. For any increase in quantity, Employer may exercise this option on any date before twelve months of the scheduled delivery of last trainset(s). The Contractor shall be required to supply these additional quantities at the existing contract terms and conditions and determined prices as detailed in Cl. 3.3.2 and Cl. 3.3.3 below and no additional amount on account of quantity variation or any other account whatsoever shall be payable to the Contractor.	(1) The specific key dates are not specified. Please define specifically as this will influence production availability in a factory. (2) Please clarify how Make in India requirement shall apply in case of quantity variation.	1) Clause 3.3.3 is self explanatory. 2) Not applicable for this Package.	N
19	Part 1 Section IV	Bidding Forms 4.2.21	c)Supply of Special tools, testing and diagnostic equipment. d)Supply of special jigs, fixtures and gauges for repair and maintenance.	(1) Please clarify whether the Contractor can use those equipment/tools during the Defect Liability Period (2) Key date for GA5 is not specified. (BF 4.4.10 Price Centre 'G') Please clarify.	1) No. 2) Refer to GA5(a) & GA5(b).	N
20	Part 1 Section IV	Bidding Forms 4.4	MILESTONE NUMBER B1 First 3-car rake (Pilot Rake)... B10 Obtain as above for next 7 train sets	Accumulated number is 63 train sets. Please revise correctly including other applicable PRICE CENTRES.	Refer Addendum (02). Point 10 to 14.	Y

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21	Part 1 Section IV	Bidding Forms 4.4.10	NOTE: 4. For Milestone G4: In case of increase / decrease of quantities of ordered train sets on account of exercising of option by the Employer, the declared quantity by the Bidder of consumables required under this Milestone will be increased / decreased on pro-rata basis. There shall be no change in the unit cost of consumables quoted by the Bidder. Price adjustment shall apply.	We understand that quantity variation specified in 3.3 of Bidding Forms are only expecting the cases of increase of the total quantity. Therefore, please delete the word "decrease."	Tender Conditions Prevail.	N
22	Part 1 Section IV	Bidding Forms 4.4.10 Annexure-GA6	G6 Intermediate Overhauling Spares for 2 Train Sets of 3 cars (As per Appendix E, Part 2, Employer's Requirement - Technical Specification). (Details to be given as per Annexure GA6) Intermediate Overhauling Spares for 1 trainset of 3-car configuration:	Please clarify Bidder to propose the Intermediate Overhauling Spares for 1 trainset or 2 trainsets?	Refer Addendum (02). Point 15.	Y
23	Part 1 Section IV	Bidding Forms 5.	5 Technical Proposal	Please elaborate the requirements for Bidder's Technical Proposal. This will help bidder to understand the technical documents required for Technical submission and evaluation.	The bidder has to submit the respective details against each chapter.	N
24	Part 1 Section IV	Bidding Forms 5.5	5.5 Preliminary Design	Please identify and elaborate the information to be furnished related to car, subsystems. Please also provide the format for submission of Preliminary design, drawings.	The bidders proposal regarding Preliminary design to be provided in accordance with ERTS.	N
25	Part 1 Section IV	Bidding Forms 5.13	Form SUB: Proposed Subcontractors for Major Items of Plant and Installation Services Propulsion (Traction converter and Traction motors)	Please reword as following: Propulsion (Traction Converter, Auxiliary Converter Inverter and Traction Motor)	Refer Addendum (02). Point 21.	Y
26	Part 1 Section IV	Bidding Forms Annexure-G DLP	List of Spares (minimum) that will be stocked by the Contractor during DLP:	(1) Please clarify amount for the Spares (minimum) that will be stocked by the Contractor during DLP should be included in the Price Center B or C. (2) Please clarify how taxed and duties with respect to the DLP Spares (Annexure-G-DLP) shall be declared. (3) Please also clarify handling requirement of the DLP spares after expiry of DLP.	1) The price center shall not include this cost. It is part of DLP maintenance. 2) Only for items which CMRL takes over (from DLP spares) will be processed for Tax refund. 3) It is bidder choice to decide.	N
27	Part 1 Section V Eligible Source Countries of Japanese ODA Loans	Eligible Source Countries of Japanese ODA Loans Eligible Nationality	-	(1) Please replace "Section A" with "Section V"	Refer Addendum (02). Point 24.	Y
28	Part 1 Section V Eligible Source Countries of Japanese ODA Loans	Eligible Source Countries of Japanese ODA Loans Eligible Nationality	Part 1 Section V art 4. Minimum 90% of the Contract Price (Ref. Part 1 – Section IV – Bidding Forms – Cl. 4.2 – Sl. No. 15) shall be sourced from Japanese manufacturer/Companies for Goods and Services as it is mandatory requirement under this package	Please clarify whether the following Bidder's interpretation is correct. Assuming that a "Japanese Partner" (i.e. Japanese Rolling Stock manufacturing company) is the Design Authority of the full vehicle, the same is allowed to include in "Japanese ratio" calculation and consider as "Japanese goods" not only the "make" components that are directly manufactured but also all "buy" subsystems (e.g. HVAC, Brakes, doors ...) that are outsourced or procured from third parties which can be located either in India or in Japan or in any third country.	Japanese RSM as Design Authority for full vehicle can be treated as Japanese cost. But, Procurement of Sub-systems shall comply clause 5 or 6 or 7 of Section V : ESC	N
29	Part 2 Section VI	ERTS – System Description 1.3.7	Pilot Train The Pilot 3-car train shall be supplied as per the delivery schedule of the contract.	Please clarify whether Prototype train and Pilot Train are same?	Yes.	N
30	Part 2 Section VI	ERTS – System Requirements 2.4.3	Evidence documenting service proven design shall be furnished as part of the proposal for the following systems and components: a) Car body Structure b) Coupler and Draft Gear c) Traction Control d) Traction Motors e) Final Drive Gear Units and couplings f) Friction Brakes and Control g) Door Operators and Controls h) Air Comfort System i) Bogie Frames j) Wheels and Axles k) Auxiliary converter inverter system and Battery Charger l) Event Recorder m) Batteries n) Traction converter inverter o) Audio visual Passenger Information System	Please clarify the necessary documents/evidence to be submitted along with the bid technical proposal for establishing the service proven design.	The clause is self explanatory.	N
31	Part 2 Section VI	ERTS – System Requirements 2.25.6	The estimated specific energy consumption figures will be submitted by the Tenderer along with the bid for each section based on the train resistance formula, curve resistance formula and track profile in the 'normal mode' as well as 'all-out mode' of train operation. The Tenderer shall also furnish the break-up of the estimated specific energy consumption as follows: (i) Specific energy consumption in traction (ii) Specific energy regenerated and fed back to the system (iii) Specific energy consumption of each auxiliary power unit.	Please clarify definitions of the 'normal mode' and 'all-out mode'.	Normal Mode : Normal operation as in Service. All-out Mode :	N
32	Part 2 Section VI	ERTS – System Requirements 2.14.1.4 2.14.1.5	2.14.1.4 The proportion of motored axles per rake shall be in accordance with the requirements of ERTS Section 2.2.11 & 2.2.12. The car-builder is required to meet the minimum requirements of acceleration and deceleration. 2.14.1.5 The Rake shall be capable of sustaining a maximum service speed of 80 kmph with ATP / ATO / UTO on track curves as per the Schedule of Dimension. Maximum equivalent response time taken into account for the calculations is for service and emergency braking shall be compliant with EN 13452-1 The following performance requirements shall be achievable with any degree of wheel wear including rail adhesion level no greater than 20%, any track conditions within the design criteria, any passenger Loading Condition (up to AW4) on level tangent track: (CDRL 2-8)	In clause 2.14.1.4 and 2.14.1.5, both acceleration/declaration and adhesion level are defined. However, based on our study, we believe it is physically impossible to achieve both requirements at the same time. In case tractive effort is designed to achieve required acceleration, adhesion coefficient criteria can not be achieved in cases of AW0,1,2,3 (both requirements can be achieved only in case of AW4). In case tractive effort is designed to achieve adhesion coefficient, acceleration requirement criteria can not be achieved. Please confirm that the Contractor shall design tractive effort only considering to achieve adhesion coefficient criteria without considering to achieve the acceleration requirement.	Tender Conditions Prevail.	N

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33	Part 2 Section VI	ERTS – System Requirements 2.14.3.1 3.14.3.2	<p>2.4.3.1 The contractor shall submit design calculations for the safe braking distances and Emergency braking distances for both dry and wet conditions as per EN: 13452-1 and EN 13452 - 2 and design basis for wet condition. (CDRL 2-12)</p> <p>2.4.3.2 For a normal operation of service brake (nominal 1 m/s²) on level track from maximum speed, the rake shall brake to a standstill from 80km/h in 247m (+0, -10%) under any Loading Conditions up to AW4 The Contractor shall demonstrate by calculations the minimum adhesion level, required to achieve the stopping distance. Reaction times (dead times of control electronics) are excluded in the measurement of the stopping distance. Reaction time should be less than 300 ms.</p> <table border="1"> <caption>Table 2-7: Rolling Stock Design Performance Requirements</caption> <thead> <tr> <th>Item</th> <th>values</th> </tr> </thead> <tbody> <tr> <td>Minimum Design Average Acceleration rate for fully loaded (seating plus standees @ 6 passengers /sq.m) train on level tangent track shall be as under: 0 kmph to 40 kmph 0 to 60Kmph 0 to 80Kmph</td> <td>1.0 m/s² 0.6 m/s² 0.3 m/s²</td> </tr> <tr> <td>Minimum Operational Average Acceleration rate for (seating plus standees @ 6 passengers/sq.m) loaded train on level tangent track shall be as under: 0 kmph to 35 kmph 0 to 60Kmph 0 to 80Kmph</td> <td>1.20 m/s² 0.65 m/s² 0.35 m/s²</td> </tr> <tr> <td>Service braking rate from 80 kmph to standstill for fully loaded (seating plus standees @ 6 passengers /sq.m) train on level tangent track</td> <td>1.0 m/s²</td> </tr> <tr> <td>Service braking rate from 80 kmph to standstill for - (seating plus standees @ 6 passengers/sq.m) train on level tangent track</td> <td>1.1 m/s²</td> </tr> <tr> <td>Emergency braking rate from 80 kmph to 0 kmph for fully loaded train on level tangent track</td> <td>1.3 m/s²</td> </tr> <tr> <td>JerK rate (Maximum)</td> <td>0.75 m/s³</td> </tr> </tbody> </table>	Item	values	Minimum Design Average Acceleration rate for fully loaded (seating plus standees @ 6 passengers /sq.m) train on level tangent track shall be as under: 0 kmph to 40 kmph 0 to 60Kmph 0 to 80Kmph	1.0 m/s ² 0.6 m/s ² 0.3 m/s ²	Minimum Operational Average Acceleration rate for (seating plus standees @ 6 passengers/sq.m) loaded train on level tangent track shall be as under: 0 kmph to 35 kmph 0 to 60Kmph 0 to 80Kmph	1.20 m/s ² 0.65 m/s ² 0.35 m/s ²	Service braking rate from 80 kmph to standstill for fully loaded (seating plus standees @ 6 passengers /sq.m) train on level tangent track	1.0 m/s ²	Service braking rate from 80 kmph to standstill for - (seating plus standees @ 6 passengers/sq.m) train on level tangent track	1.1 m/s ²	Emergency braking rate from 80 kmph to 0 kmph for fully loaded train on level tangent track	1.3 m/s ²	JerK rate (Maximum)	0.75 m/s ³	<p>According to ERTS Clause 2.14.3.1 and 2.14.3.2, it describes that Braking distance shall be calculated as per EN13452-1 and EN13452-2. According to EN13452-1, "Stopping distance" defines that it includes reaction time and "Braking distance" defines stopping distance without reaction time. ERTS says the contractor shall demonstrate the adhesion level to achieve the stopping distance, and reaction times are excluded. Please clarify adhesion level shall be demonstrated with "Brake distance", not "stopping distance"</p>	Tender Conditions Prevail.	N
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34	Part 2 Section VI	ERTS – Appendix-C Interfaces 14.1.1	14.1.1 This section describes the interface requirements between Rolling Stock (ARE03) Contract and other Rolling Stock (ARE02 / ARE04) Contractor.	Please replace the original sentence with the following: This section describes the interface requirements between Rolling Stock (ARE02) Contract and other Rolling Stock (ARE03 / ARE04) Contractor.	Refer Addendum (02). Point 27.	Y														
35	Part 2 Section VI	ERTS – Appendix-D Guidelines and Drawings	N/A	We believe that the following track information is missing. Please provide the data. Line 4 : POWER HOUSE~CHENNAI BYPASS, CH:10.2km~18.9km	Refer Addendum (02). Point 29.	Y														
36	Part 3 Section VIII	General Conditions of the Contract (GCC) 4.6	Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.	Please replace "Unforeseeable Cost" with "additional cost."	Tender Conditions Prevail.	N														
37	Part 3 Section VIII	General Conditions of the Contract (GCC) 6.6	<p>Except as otherwise stated in the Employer's Requirements, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Employer's Requirements.</p> <p>The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.</p>	<p>(1) Please clarify how many Employer's personnels needs to be considered.</p> <p>(2) We understand land and space for the accommodation and welfare facilities shall be provided by the Employer in the Site with free of charge. Please confirm.</p>	1) This will be intimated after award of contract to the successful bidder. 2) Only space belonging to CMRL site will be provided to Contractor at free of cost.	N														
38	Part 3 Section VIII	Particular Conditions of the Contract (PCC) 1.1.2.13	<p>"Designated Interfacing Contractors" means any of the following whose activities or the works they are engaged to carry out, affect or are affected by the Works, in any way or at any time:</p> <p>(a) Project contractors, design or specialist consultants engaged on the Project from time to time by the Employer, the Government of India, the Government of Tamilnadu or the utility providers;</p> <p>(b) utility providers;</p> <p>(c) developers or franchisees appointed on the Project from time to time by the Engineer;</p> <p>(d) Sub-contractors of any tier of the contractors with category (a) above, and contractors and subcontractors of any tier of utility providers, developers and franchisees within category (b) & (c) above; provided that the definition shall exclude the Contractor and his subcontractors of any tier in relation to the Works.</p>	We understand that "Designated Interfacing Contractors" mean the Contractors defined as "Major Designated Contractors" in 1.1.2 of Appendix C Interfaces. Please confirm.	Yes.	N														
39	Part 3 Section VIII	Particular Conditions of the Contract (PCC) 1.5	<p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</p> <p>(a) the Contract Agreement along with schedules,</p> <p>(b) the Letter of Acceptance (LoA),</p> <p>(c) Letter of Technical Bid and Letter of Price Bid</p> <p>(d) Addendum/Corrigendum to Tender</p> <p>(e) the Particular Conditions – Part A (Contract Data)</p> <p>(f) the Particular Conditions – Part B (Specific Provisions)</p> <p>(g) the General Conditions</p> <p>(h) Employer's Requirements – Technical Specifications</p> <p>(i) Pricing Document & Financial Bid</p> <p>(j) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loan (k) Any other documents forming part of the contract</p> <p>If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.</p>	<p>(1) Please clarify, all clarifications from Bidder and reply from Employer/Engineer shall be incorporated to the (d) Addendum/Corrigendum to Tender.</p> <p>(2) We believe "Section V Eligible Source Countries" also shall be a part of the Contract Agreement</p>	1) Addendums arising out of response to Prebid queries will be included. 2) YES.	N														
40	Part 3 Section VIII	Particular Conditions of the Contract (PCC) 4.1.1	<p>All equipment, material, and services to be incorporated in or required for the Works must meet the requirements specified in the Section V: Eligible Source Countries of Japanese ODA Loans</p> <p>Including procuring goods and services of minimum 90% (Seventy Point Five Percentage) of the Contract Price from Japanese Manufacturers/contractors as per Section V – Eligible Source countries.</p> <p>Remaining portion of the goods and services shall be procured from Indian manufacturers / contractors.</p>	Please clarify whether "FORM Goods/Services" shall be a part of Letter of Technical Bid.	Yes.	N														
41	Part 3 Section VIII	Particular Conditions of the Contract (PCC) 10.1	All the works or section shall be handed over to Employer duly cleaned using suitable agents	Please clarify the definition of "suitable agents."	Suitable agents shall be proposed by Rolling Stock Manufacturer.	N														
42	Part 3 Section VIII	Particular Conditions of the Contract (PCC) 10.2	The Employer can use any part of the works for VIP visits, inauguration functions, mock passenger trials, etc. If so, contractor shall not claim for Taking- Over Certificate under this sub clause.	This added paragraph in PCC 10.2 seems contradict with basic understanding of GCC10.2. Please delete this requirement or clearly identify cases and timings.	Tender Conditions Prevail.	N														
43	Part 3 Section VIII	Particular Conditions of the Contract (PCC) 11.1	<p>If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer. If the works or sections not available for usage by the Employer for more than 48 hrs, then a penalty of Rs. 25,000 shall be paid by the contractor for each day till the works or sections made ready by him. The cumulative amount shall be deducted by the Employer from the subsequent bills submitted by contractor.</p> <p>A penalty of Rs. 2 lakh for each case shall be levied for the failure or malfunction in the works or sections during passenger operation which interrupt metro operations in the specific corridor for more than 10 mins.</p>	These penalties added on defect liability requirement are unreasonable. Please delete these penalties and limit the Contractor's liability for remedying defects in a timely manner.	Tender Conditions Prevail.	N														

Reply to Bidders Queries

SI. No.	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Reply	Addendum
44	Part 2 – Section VI	10.11.5	Two trains on each line shall be instrumented with separate Power Quality measuring instruments, data acquisition systems and power analyzer (with provision for permanent installation and necessary software/analysis tool) to measure, record and analyze the power quality. The measurement with these instruments shall include but not limited to Time, kW, kVAR, kVA, THD, TDD, Total PF and Displacement PF. The instruments supplied shall have the adequate capability of measuring and data acquisition to analyze higher order harmonics (up to 50th) and measure power quality parameters mentioned above with minimum accuracy of 0.1% and sampling rate of 100 kHz. Details of instruments shall be finalized during design stage. Other trains shall also have necessary provisions (suitable space, wiring etc.) for installation and recording power quality parameters as per above.	The same requirement is also called in ARE03 (Clause 10.11.15). As ARE03 is tendered out first, it is requested to remove the requirement from ARE02.	Tender condition prevails.	N
45	Part 2 – Section VI	10.11.6	If Contractor proposes to measure the power quality parameters as mentioned in above Para, through TCMS (it is preferred). In such case, TCMS shall have the adequate capability of measuring and data acquisition to analyze higher order harmonics (up to 50th) and measure power quality parameters mentioned above with minimum accuracy of 0.1% and sampling rate of 100 kHz. Also, a suitable power analyzer, software/analysis tool shall be built in. However, final approval will be provided by CMRL by comparing both proposals.	The same requirement is also called in ARE03 (Clause 10.11.15). As ARE03 is tendered out first, it is requested to remove the requirement from ARE02.	Tender condition prevails.	N
46	Part 2 – Section VI	10.11.21	Contractor shall hire a reputed Power system analysis Design Consultant with the approval of CMRL and provision shall be made for arranging minimum three presentations by design Consultant to CMRL.	The clarification provided for 2nd Pre-Bid meeting queries of ARE02 tender has clearly called for hiring 'Power system analysis Design Consultant' to carry out on all three corridors of Chennai Metro Phase 2 and to consider 414 cars. As complete scenario has been considered in ARE03 which is tendered out first, it is requested to remove this clause in ARE02 tender.	Tender condition prevails.	N
47	Part 2 – Section VI	10.11.22	Based on the operational requirements as above, Contractor shall furnish detail report on the minimum sub-station capacity required for adequate harmony with the all-out mode operation of trains within the feeding zone, low frequency control stability to ensure no operational or reliability issue even if the specified headway and large number of trains in the same feeding zone, number of trains parked on the end depot with extended feed and resonance stability of the complete system.	The clarification provided for 2nd Pre-Bid meeting queries of ARE02 tender has clearly called for hiring 'Power system analysis Design Consultant' to carry out on all three corridors of CMRL Phase 2 and to consider 414 cars. As complete scenario has been considered in ARE03 which is tendered out first, it is requested to remove this clause in ARE02 tender.	Tender condition prevails.	N
48	Part 2 – Section VI	11.8.2	A way side mounted axle bearing temperature measurement system shall be provided and fitted in situ by the contractor in all CMRL corridors where the bogies are expected to ply. The cost of these systems shall be deemed to be included in the quoted price. The equipment details shall be submitted to CMRL during design stage, for approval.	Please clarify the following:- (A) Does this requirement differs from 2nd para of 11.9.15 "The Contractor shall provide and install a way side Hot Axle measuring system in each corridor at a suitable location in consultation with CMRL.?" Please clarify. If the requirements are same, please remove the second para from 11.9.15. (B) The clarification (Sl.No.60) provided for 2nd Pre-Bid meeting queries of ARE02 tender has called for installation of ABTM in both UP and DOWN line of Corridor 4 of CMRL Phase 2. However, the clause calls for installation of all CMRL corridors. Considering the implementation of ABTM in corridor 4 under ARE03, please confirm in which corridor ABTM shall be installed?	a) Tender condition prevails. b) C3 & C5 shall be installed with Axle Box Temperature Measurement.	N
49	Part 2 – Section VI	11.9.15	The Contractor shall provide and install a wayside automatic wheel profile measuring system at a suitable location in CMRL maintenance depot, where the rakes are expected to be maintained. The cost of the system shall be deemed to be included in the quoted price. The equipment details shall be submitted to CMRL during Pre-final design stage, for approval. The Contractor shall provide and install a wayside Hot Axle measuring system in each corridor at a suitable location in consultation with CMRL. The cost of the system shall be deemed to be included in the quoted price. The equipment details shall be submitted to CMRL during Pre-final design stage for approval.	In ARE03 tender (please refer to line item 60 of clarification sheet provided by CMRL against queries of 2nd Pre-bid meeting), CMRL has already called for installation of wayside automatic wheel profile measuring system in two fully functional depots by ARE03 contractor. In section 11.4.1 of Appendix C of ERTS, It is mentioned that RS contractor has to only provide interface details to Depot Equipment Contractor who will be identified for supply of various depot equipments including automatic Wheel profile measurement. Considering the above, we request CRML to remove wayside wheel profile measurement system requirement from ARE02. Does the requirement of 2nd para differs from Clause 11.8.2? If the requirements are same, please remove the 2nd para from 11.9.15.	Wheel profile measurement system shall be provided in Madhavaram Depot only (under this contract).	N
50	Part 2 – Section VI	General	Uninterrupted Power supply and data network connectivity for all RS Wayside equipments and servers connectivity within depots, DCC , OCC and BCC.	We assume that power and data network requirements will be provided by CMRL. Kindly confirm.	Yes.	N
51	Part-1, Section – IV Bidding Forms	GA5, Item No. 25	Depot maintenance tools: Software tools for train equipment Maintenance, monitoring equipment & Depot Management performance.	In Appendix 'C' section 15 it is mentioned that RS contractor has to only interface with Depot Asset Management System only. We are of the opinion that the requirement of Sl.No. 25 in GA5 is same Section 15 of Appendix C. If our understanding is correct, CMRL is requested to remove Sl.No. 25 from GA5 list. Else, please elaborate what is to be supplied against Sl.No. 25 of GA-5 list.	Refer Addendum (02). Point 16.	Y
52	Part-1, Section – IV Bidding Forms	4.2 Pricing Summary	Price centre A – 8% Price centre CST – 3% Price centre FAI – 7% Price centre CPT- 3%	The NRC percentage (Price centers A, CST, FAI, CPT) of ARE03, which is 21% (8+3+7+3) has been retained in ARE02 tender as well. However, it is to be noted that owing to higher no. of metro cars (i.e., 210 cars), the NRC percentages will drop in ARE02 when compared to ARE03. The following price centre apportionment is proposed: Price centre A – 4% Price centre CST – 1% Price centre FAI – 3% Price centre CPT- 1% For kind consideration.	Tender condition prevails.	N
53	Part-1, Section – II	ITB 22.2	The power of Attorney authorizing to sign on behalf of the bidder shall be submitted in the format provided in Section IV - Bidding forms - Form : Power of Attorney for Signing of Bid.	The format for Power of Attorney is missing. Kindly provide.	Refer Addendum (02). Point 1.	Y
54	Part-1, Section – IV Bidding Forms	Bidding Forms	Form Goods / Services : Country of Origin of Goods and services	As per form Goods / Services, bidders need to mention the Japanese and Indian content ratios. Whereas, Section V mentions multiple options for considering as Japanese content. Therefore, Form Goods/Services is ascribing new meanings / sometimes conflicting to the multiple options provided in the Section V Eligible SOURCE Countries of Japanese ODA Loans. Hence, if Form Goods / Services is not prescribed by the JICA / Japanese agency, request to remove it from the bid submission. for Kind consideration.	Tender condition prevails.	N
55	Part-1, Section – IV Bidding Forms	Bidding Forms	Form Goods / Services : Country of Origin of Goods and services	We understand that bidder has to submit self declaration for meeting the Japanese content requirement during Bid stage. During execution stage, the methodology for the contractor to prove the achievement of Japanese content is not mentioned. Request to include this methodology for clarity / completeness / transparency.	Tender condition prevails.	N

Reply to Bidders Queries

Sl. No.	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Reply	Addendum
56	Part-1, Section – IV Bidding Forms	3.3.2	Contract Price of each 3 car trainset to be supplied against quantity variation shall be derived from the contracted cost of the original tendered quantity, against Price centres 'B', 'D'and 'F'(in case of offshore supply) or 'C', 'E', and 'F'(in case of indigenous supply).	As per clause 3.3.2, price of additional trainset procured under quantity variation amounts to the 79% of the existing price (total of price centres C, E, F) which is 21% reduction from the base quantity car price. It is not possible to supply trainsets at such a reduced value. Therefore, it is requested to maintain base quantity metro car price for optional cars as well. or, limit the deduction to 10% as followed by other metro rail corporations.	Tender condition prevails.	N
57	Tender	NA; CMRL website/ Procurement projection for next 5 years of various dept. Of CMRL	Budget allocated to Tender for 210 cars is 2280.60 Cr, i.e. 10.86 Cr per car	As per Chennai metro procurement projection of next 5 years, Budget allocated to Tender for 210 cars is 2280.60 Cr, i.e. 10.86 Cr per car. As this project requires setting up of factory in India and further 90% content to be sourced from Japanese parties, the budget allocated seems to be very low. Kindly review it, in light of above mentioned conditions. Also clarify whether this budget includes taxes and duties or is it exclusive of taxes.	Query shall pertain only to BID Documents. Tender Condition Prevails.	N
58	Part 1 : ITB	Bid Security ;21.2	The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option: (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company); (b) an irrevocable letter of credit; (c) a cashier's or certified check; or (d) another security specified in the BDS	As per Ministry of Finance, GOI Office Memorandum No.F.9/4/2020-PPD dated 12.11.2020 (copy enclosed), issued regarding Bid security/Earnest Money Deposit. As stated in the notification "no provision regarding Bid security should be kept in the bid documents in future and only provision for Bid security declaration should be kept in the bid documents". Therefore, may kindly include bid security declaration as an alternate to submit bid security.	Tender Condition Prevails.	N
59	Part 1 : BDS	ITB 21.1.	The amount and currency of the Bid Security shall be INR 45,61,20,000 (Indian Rupees, Forty Five Crores Sixty One Lakhs and Twenty Thousand Only) or JPY 684,135,000 (Japanese Yen, Six Hundred Eighty Four Million And One Hundred Thirty Five Thousand Only) or combination of these two currencies at an exchange rate of 1 JPY (Japanese Yen) = 0.67		Tender Condition Prevails.	N
60	Part 1 : BDS	11.2.1 (g)	In the case of a Bid submitted by a JV, a copy of the MoU or JV agreement signed by all members, to enter into a JV, indicating the specified activities of the Works to be executed by the respective members;	Our understanding is that in case of consortium bidding, consortium agreement would be submitted by the bidders. The format for such agreement is not available in the tender document. May kindly furnish.	JV agreement shall be prepared by the bidder in accordance with the requirements mentioned in the contract.	N
61	Part 1 : BDS	ITB 22.2	All document that are necessary to be filled shall be duly filled, signed, scanned and uploaded on the E-tender portal by the authorized signatory on behalf of the Bidder with his digital signature (DSC).	As per ITB 4.7, in case of JV/consortium, all bid documents should be stamped and signed by the authorized representative of the JV and shall be legally binding on all the Members of the JV. Kindly confirm the digitally signing and uploading of documents may be done by other members of consortium, who have DSC.	Tender Condition Prevails.	N
62	Part 1 : BDS	ITB 22.2	The Power of Attorney authorizing to sign on behalf of the bidder shall be submitted in the format provided in Section IV – Bidding Forms – Form: 'Power of Attorney for Signing of Bid'	The format for power of attorney is not available in section-IV – Bidding Forms. May we request, kindly share with the bidders.	Refer Addendum (02). Point 1.	Y
63	Part 1 : EQC	2.4.2 (a,b,c,d)	Specific Experience	BHEL is not meeting the criteria of specific experience independently. In case of consortium bidding, could BHEL be eligible as a "Lead Member" based on credentials of our consortium partner KHI.	YES.	N
64	Part 1 : Bidding Forms	3.1.3	As single rate of custom duty is available under project imports scheme under heading 98.01 of Custom Tariff Act 1975 for import of capital goods, the advantage of the same may be considered under project import scheme. After award of the Contract, Employer at the written request of a contractor shall facilitate the contractor for obtaining sponsoring / recommendation letter from the Ministry of Urban Development (MoUD) / GOI for getting themselves registered for availing Project Import benefits. However, the responsibility to avail the concessional benefits under Project Import or otherwise as extended in accordance with the law of the land shall solely rest with the Contractor.	i)As this project is entitled for project import benefits for import of capital goods and as per GCC clause 4.1 of the tender conditions, the successful bidder shall establish metro cars manufacturing facility in India foreign to manufacture at least 75% of the quantity ordered in this tender either through collaboration with companies based in India or by setting up an independent manufacturing unit in India. Kindly clarify, in case of any imported plant and machinery for setting up of car manufacturing facilities in India will also be entitled for custom duty exemption under project import scheme. ii)Please clarify, who will be liable for benefits for Custom duty etc. if the project import scheme are withdrawn or amended for this project during execution of project, resulting from any change in law/policy impacting non-realisation of refund partially or fully to contractor/employer.	i) No. ii) Applicable only for Cost centre B & G.	N
65	Part 1 : Bidding Forms	3.2	Price adjustment is applicable on all the Price Centres payable to the contractor excluding taxes & duties, excluding Price Centre H (Training, operation and Chennai Metro Rail Project – Phase 2 Part-1, Section – IV Bid No. CP26/ARE02 Bidding Forms CMRL / Rev. 0 BF-10 July 2021 maintenance manuals), and excluding Provisional Sum, in accordance with the Contract, during performance of the Contract to reflect changes in the cost of labour, copper, carbon steel, stainless steel/aluminium components and other inputs to the Works in accordance with the following general formula specified;	We understand that price adjustment is also applicable on price centre G" Unit exchange spares, mandatory spares, recommended spares, consumable spares, special tools, testing and diagnostic equipment" as per the price adjustment formula given for coaches in the tender document. If not, please inform how the price adjustment will be followed in case of these items.	The price centre is also applicable for "G". Tender Condition Prevails.	N
66	Part 1 : Bidding Forms	3.2	Price Adjustment for Coaches with Stainless Steel Car-body: $P_n = R \times \{ a + b (S_n/S_o) + c (C_n/C_o) + d (F_n/F_o) + f (L_n/L_o) \} - R$ Price Adjustment for Coaches with Aluminium Car-body: $P_n = R \times \{ a + e (A_n/A_o) + c (C_n/C_o) + d (F_n/F_o) + f (L_n/L_o) \} - R$	We understand that in most of other metro tenders like DMRC, MMRC they use the formula for coaches as under: Price Adjustment for Coaches with Stainless Steel Carbody : $P_1 = P_0 \times \{ 0.85 + 0.1 \times (S_1/S_0) + 0.05 \times (C_1/C_0) \} - P_0$ Price Adjustment for Coaches with Aluminium Carbody : $P_1 = P_0 \times \{ 0.85 + 0.05 \times (A_1/A_0) + 0.05 \times (S_1/S_0) + 0.05 \times (C_1/C_0) \} - P_0$ Kindly review it and if possible, amend it as above as widely accepted by other Metro authorities.	Tender Condition Prevails.	N
67	Part 1 : Bidding Forms	3.2.3	Application of Price Variation Clause to extra items and provisional sum: Price variation is not applicable on Extra items, Non-scheduled items and provisional sum for which the rates are separately fixed as per conditions of contract.	Please clarify what is the meaning of extra items, non-scheduled items. Our understanding is that any items which may be required beyond the items mentioned in the contract to fulfil contractual obligation.	Tender Condition Prevails.	N
68	Part 1 : Bidding Forms	3.2.6	No price increase will be allowed for periods of delay for which the Contractor is held responsible. The Employer will, however, be entitled to any price decrease occurring during such periods of delay.	The 1st sentence "No price increase will be allowed for periods of delay for which the Contractor is held responsible" is acceptable. However, the 2nd sentence "The Employer will, however, be entitled to any price decrease occurring during such periods of delay" appears to be unilateral. Request, may review it and delete the last line "The Employer will, however, be entitled to any price decrease occurring during such periods of delay."	Tender Condition Prevails.	N
69	Part 1 : Bidding Forms	3.3.3	The Key Dates for increased quantities shall be decided at the time of exercising the quantity variation by the Employer.	As mostly accepted by other metro authorities, we propose minor modification in the sentence as below: The Key Dates for increased quantities shall be decided mutually at the time of exercising the quantity variation by the Employer.	Tender Condition Prevails.	N
70	Part 1 : Bidding Forms	4.1.4	This is a lumpsum price Contract for "Design, Manufacture, Supply, Testing, Commissioning of Standard Gauge Metro Rolling Stock (Electrical Multiple units) and Training of Personnel." Bidder shall quote its lumpsum price inclusive of all taxes, levies, duties and other charges, including taxes to be deducted at source, leviable and payable to the authorities.	W.e.f 1st Jul, 2021, a new section 194Q, has been introduced in Finance Act, 2021, to the Income Tax Act, which requires a buyer to deduct TDS of seller @ 0.1% as per extant law provisions, while purchasing of goods. In Indian Railway contract, as per Railway Board Letter No. 2018/AC-II/1/46 dated 02.01.2019(copy attached), any transaction between PSU, central government, government agencies, TDS shall not be deducted on supply of goods and services. Is CMRL or metro authority has also taken similar exemption from Central Board of Indirect Taxes and Customs, GoI. If yes, kindly clarify. Similarly, for TCS last year, section 206C(1H) was introduced, where seller needs to collect TCS from buyer on sale of goods. Kindly clarify whether the same is applicable for metro project or any exemption is granted from GoI.	Tender Condition Prevails.	N

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Sl. No.	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Reply	Addendum
71	Part 1 : Bidding Forms	4.1.9	In case the successful bidder being a JV/Consortium, payment will be made only to the Bank account of JV/consortium and not to the Bank account of individual member of JV/Consortium.	In case the successful bidder being a JV/Consortium, payment will be made only to the Bank account of JV/consortium only. However, on combined request by all members of JV/Consortium, payments can be made to Individual JV/Consortium members with approval of employer. It is requested to modify this clause as it is acceptable to other metro authorities.	Tender Condition Prevails.	N
72	Part 1 : Bidding Forms	4	Price Schedules	Please clarify in case of consortium, how the bills would be submitted? is it through the lead bidder of the consortium or each members of the consortium can raise the bills/invoice to CMRL depending upon the scope of works as per their agreement?	Tender Condition Prevails.	N
73		4.3.2	Cost towards Currency fluctuations if any shall be deemed included in the Lumpsum Price and the Ceiling limit shall not be adjusted on this account.	For base cost, indices prevailing on the 28 days prior to the closing date for submission of bids may be taken and the current cost indices on the day 120 days prior to the shipment of cars. The ratio i.e $f = Z_n/Z_o$ should be multiplied by each price adjustment for coaches, as under: $P1 = P0 \times \{0.85 + 0.1 \times (S1/S0) \times f1 + 0.05 \times (C1/C0) \times f2\} - P0$ F1, f2... are the respective exchange correction factor for the various cost element such as stainless steel/aluminium. Applicability of Currency fluctuations is a normal practise and accepted by most of the Industries. Kindly include exchange variation in the tender.	clause related to the correction factor will be included in the Addendum (02). However, the referred clause Cost towards currency fluctuations is not related to Correction factor.	N
74		4.4.10	8. Employer may exercise the option to procure individual Spares listed in Annexures GA1 to GA6 by the bidder at any time within ten years of the date of issue of Performance Certificate. Procurement Price in such case shall be calculated by considering the percentage of increase/decrease per annum (with minimum duration as one month) as quoted by the Contractor in Annexures GA1 to GA6.	The 2nd line "Procurement Price in such case shall be calculated by considering the percentage of increase/decrease per annum (with minimum duration as one month) as quoted by the Contractor in Annexures GA1 to GA6" is unclear to us. Kindly inform us at which rate the percentage would be calculated, please explain. We propose a normal escalation of 10% per annum may be considered considering inflation, increase in steel, copper and labour prices both in domestic as well as global market.	Tender Condition Prevails.	N
75	Part 1 : ESC	4	Minimum 90% of the Contract Price (Ref. Part 1 – Section IV – Bidding Forms – Cl. 4.2 – Sl. No. 15) shall be sourced from Japanese manufacturer/Companies for Goods and Services as it is mandatory requirement under this package.	As per tender, "Minimum 90% of the Contract Price (Ref. Part 1 Section IV Bidding Forms Cl. 4.2 Sl. No. 15) shall be sourced from Japanese manufacturer/Companies for Goods and Services as it is mandatory requirement under this package". Also in the tender it is mentioned, "The successful bidder shall establish metro cars manufacturing facility in India to manufacture at least 75% of the quantity ordered in this bid either through collaboration with companies based in India or by setting up an independent manufacturing unit in India." Above, two requirements are conflicting with each other. Since, as per our understanding, any value addition locally in BHEL's facility does not fall in the category of Japanese content. Please, explain how an Indian company like BHEL, in consortium with KHI can execute it, meeting both above requirement at a time.	There is no conflict in the statement. Tender Condition Prevails.	N
76	Part 1 : ESC	12 (c) (ii)	The company has its appropriate facilities for producing or providing goods and services in India	Kindly elaborate "appropriate facilities". Does it mean facility of only metro rolling stock manufacturing? Would the existing facility of a company like BHEL, who is a regular supplier of Electric / Diesel Locomotives, be considered as appropriate facilities?	YES.	N
77	Part 3 : GCC	4.10.	To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):- a) the form and nature of the Site, including sub-surface conditions, b) the hydrological and climatic conditions,	The execution of the works does not involve any site works, construction etc. and hence request you to kindly delete risks associated with point (a) and (b)	Tender Condition Prevails.	N
78	Part 3 : GCC	14.2	Mobilization advance shall be paid in two equal instalments as mentioned below: The First instalment of the Advance Payment may be paid after: (i) the Contract Agreement is signed; and (ii) the required Bank Guarantee in the specified format from banks as mentioned above is submitted. The Second & final instalment of the Advance Payment may be paid after: (i) the required Bank Guarantee in the specified format from banks as mentioned above is submitted (ii) the evidence for satisfactory utilization of the First instalment of mobilization is submitted; and (iii) provision of 3D virtual models.	Mobilization advance shall be paid in two instalments, at 10% in the first instalment and 5% in second instalment. The First instalment of the Advance Payment may be paid after: (i) the Contract Agreement is signed; and (ii) the required Bank Guarantee in the specified format from banks as mentioned above is submitted. The Second & final instalment of the Advance Payment may be paid after: (i) the required Bank Guarantee in the specified format from banks as mentioned above is submitted (ii) the evidence for satisfactory utilization of the First instalment of mobilization is submitted. As the submission of 3D virtual models is covered under Price centre A. Therefore, the requirement "(iii) provision of 3 D virtual models" may kindly be deleted from advance payment.	Tender Condition Prevails.	N
79	PART-3: Conditions of Contract and Contract Forms Section-VIII: Particular Conditions (Part A: Contract Data)	14. Performance Security	The Performance Security shall be in the form of a Bank guarantee, in the amounts of 10% of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.	As per Ministry of Finance, GOI Office Memorandum No.F.9/4/2020-PPD dated 12.11.2020 (copy enclosed), issued regarding Performance security. As stated in the notification "to reduce the Performance Security from existing 5-10% to 3% of the value of the contract". Therefore, may kindly reduce the amount from existing 10 % to 3% in the tender.	Tender Condition Prevails.	N
80	PART-3, Section – VIII Particular Conditions (Part A: Contract Data)	PART- A 20. Total advance payment	10% of the Accepted Contract Amount (Excluding Provisional Sum), excluding taxes & duties, payable as Interest free Mobilization advance in the currencies and proportions in which the Accepted Contract Amount is payable. Mobilization advance shall be paid in two equal instalments.	As called in recent RS 17 tender of DMRC, we request kindly increase the mobilisation advance payment as 15 % of the Accepted Contract Amount (Excluding Provisional Sum), excluding taxes & duties, payable as Interest free Mobilization advance in the currencies and proportions in which the Accepted Contract Amount is payable.	Tender Condition Prevails.	N
81	PART-3, Section – VIII Particular Conditions (Part A: Contract Data)	Table: Summary of sections (Key date)	1. Prototype train 2. Delivery of Trains in nominated Depots. 3. Completion of Rolling stocks testing in Depot & Mainline to allow issues of No Objection by the Engineer 4. Completion of Integrated testing with all other systems	As the prototype train would be design, manufacture, test and supply for the 1st time as per Indian conditions and subsequently, it has to undergo various type tests at the depot, in 7.5 month after delivery at depot. Therefore, any problems (software/hardware) found during testing and commissioning of the prototype train need to be incorporated in the remaining trains, particularly 2nd train to make the train functional properly before dispatch from our factory. Thus, we need 3 months' additional time for this, meaning 6 months total. Secondly, the tender conditions allow setting up of manufacturing facility in India, as this requirement would be met by BHEL by setting up required facility for manufacturing of at least 75% of the ordered quantity. Thus, we need delivery time for each lot of KD-RS-2-1 to KD-RS-2-10 approx. 4 months in place of 2 months mentioned in the tender. We would request to reduce the numbers of milestones of Delivery in Depot, Testing in Depot and Integrated testing with other system against present 10 nos. to 5 nos.	Tender Condition Prevails.	N

Reply to Bidders Queries

SI. No.	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Reply	Addendum
82	PART-3, Section – VIII Particular Conditions (Part B:Specific Provisions)	7.7	Ownership of the Plant and Equipment (including spare parts) to be imported into the country where the Site is located shall be transferred to the Employer at high seas. Contractor shall maintain all insurance and bear all risks for safe handling and transport of the cars until delivery to Employer's depot site.	i)Please confirm that the bill of entry will be filed in the name of CMRL for the fully manufactured imported trains (under high seas sale) in addition to the fact that the imported trains are being consigned in the name of CMRL so that while claiming the custom duty paid, the same would be reimburse to us. ii)Please clarify the applicable INCO terms in case of fully imported trains, is it DDP or FOB in case of high sales. iii)Please also inform what are the documents needs to be submitted to CMRL for reimbursement of concessional duty of Custom duty in case of high sales as mentioned in clause 7.7 of GCC.	i) YES. ii) DDP iii) Will be informed after award of contract.	N
83	PART-3, Section – VIII Particular Conditions (Part B:Specific Provisions)	14.1 (e)	Car Shell Structural Qualification Testing' Payment Security and 'First Article Inspections' Payment Security: The Contractor shall at the time of the submission of the invoice for payment of Car Shell Structural Qualification Testing and First Article Inspections provide a security in an amount equal to the payment for these price centres (milestones) (calculated in accordance with Price Schedule to the Contract Agreement, and in the same currency or currencies. The security shall be in one of the forms of bank guarantee in the form provided in the bidding documents or in another form acceptable to the Employer. The security will become null and void when the first 35 trains are issued with the Taking-Over Certificate by the Employer. The security shall be returned to the Contractor immediately after its expiration.	In most of the metro tenders, provision of additional Payment Security in the form of bank guarantee on account of Car Shell Structural Qualification Testing' and 'First Article Inspections' are not available. The tender has the provision of performance Bank Guarantee, therefore, we request CMRL to delete this clause.	Tender Condition Prevails.	N
84	PART-3, Section – VIII Particular Conditions (Part B:Specific Provisions)	14.9	Retention money shall be deducted at the rate of 5% on each Interim payment certificates (IPCs), excluding taxes & duties, in respective currencies and up to the cumulative value equal to 5% of the Accepted Contract Amount (Excluding Provisional sum), excluding taxes & duties. Upon the request of the Contractor, the Employer after issuance of Taking Over certificate of each train may release 100% of the withheld retention money specific to that train, on submission of Bank Guarantee for an equivalent amount in respective currencies from a Public sector bank (PSB) of India or Scheduled Commercial Banks in India or any Japanese Bank as listed under Schedule of Commercial Banks by The Reserve Bank of India (RBI), in the format annexed to the Particular Conditions upon completion of Defect Notification Period of last train of base order or options vehicle, whichever is later, the Retention money amount or the Retention Money Bank Guarantees shall be certified by the Engineer for releasing to the Contractor.	Being a JICA funded project, for execution of contract and payment to different agency and sub-contractor especially Japanese companies from where the goods/services would be sourced, we request CMRL that this clause related with retention money deduction on each interim payment certificates up to 5% of the accepted contract amount may be deleted. Retention of money clause is generally seen in long term maintenance contract not in the supply contract.	Tender Condition Prevails.	N
85	Part 2 – Section VI	12.2.2	The Pneumatic and Air Supply System shall consist of, but need not be limited to, the following : a) Air compressor (s) unit and 3-phase 415V induction motor drive.	We request you to clarify compressor specification, LPM and Maximum working pressure	The details is specific to Brake system, hence it has to be confirmed by OEM. Tender condition prevails.	N
86	Part 1 : ESC	Part-1, Section-V, Clause-10 with Addendum (01)	With regard to Section A (4) above and in, the goods procured from Indian Company(ies) can be regarded and counted as Japanese origin if such goods satisfy all of the following conditions: a) The major component(s) is(are) substantially manufactured by a Japanese Company(ies); and b) Japanese Company(ies) substantially manufactures major component(s) and Japanese Rolling Stock manufacturing company(ies) substantially engage with final assembly or the final refinement / processing by the Indian company(ies) the manners including, but limited to technical cooperation, commissioning of manufacturing or provision of design	What is the methodology to measure substantially manufacturing of major items/components? In case Japanese Company(ies)/Japanese Rolling Stock Manufacturer(s) provide ToT/Design Cooperation for items/components/goods like Bogie or VAC and the same are manufactured by Indian Company(ies), shall CMRL consider it as Japanese Content?	Agreed	N
87	Part 1 : ESC	Part-1, Section-V, Clause-9	With regard to Section A. (4) above, if the major components(s) of goods, which is(are) procured from the Indian Company(ies), is(are) substantially manufactured by a Japanese Company(ies), the goods can be regarded and counted as Japanese origin.	A Rolling Stock Manufacturer who procures major components of goods substantially manufactured by a Japanese Company, from the Indian Company gives us an understanding that the Rolling Stock Manufacturer can procure from the Any Indian Trading Agent of Japanese Manufacturer. Please confirm if our understanding is correct and such procurement complies with Clause-4 (90% Japanese Content).	According to ITB4.8, middleman is not acceptable.	N
88	Part 1 : ESC	Part-1, Section-V, Clause-10 and subsequent Addendum No.1	With regard to Section A (4) above and in, the goods procured from Indian Company(ies) can be regarded and counted as Japanese origin if such goods satisfy all of the following conditions: a) The major component(s) is(are) substantially manufactured by a Japanese Company(ies); and b) Japanese Company(ies) substantially manufactures major component(s) and Japanese Rolling Stock manufacturing company(ies) substantially engage with final assembly or the final refinement / processing by the Indian company(ies) the manners including, but limited to technical cooperation, commissioning of manufacturing or provision of design	In case the bidder manufacturers in India under Technical Cooperation, Commissioning of Manufacturing or Provision of Design from a Japanese Rolling Stock Manufacturer, such manufactured products/goods including complete Rolling Stock, shall be treated as part of Part-I, Section-V, Clause-4 (90% Japanese Content). If our understanding is correct the following points needs to be clarified – a. Technical Cooperation from Japanese Rolling Stock Manufacturer means any of Technical Review / Certification related to Design / Manufacturing / Commissioning / Assembly of Rolling Stock. Please confirm. b. Any Critical / Major Components manufactured in India/overseas but procured under Supervision and Technical Guidance of the Japanese Rolling Stock Manufacturer shall also be considered as part of 90% Japanese Content. Please confirm.	Agreed	N
89	Part 1 : ESC	Addendum No.1	"Japanese Company(ies) substantially manufactures major component(s) and Japanese Rolling Stock manufacturing company(ies) substantially engage with final assembly or the final refinement / processing by the Indian company(ies) the manners including, but limited to technical cooperation, commissioning of manufacturing or provision of design"	"Japanese Company(ies) substantially manufactures major component(s) and Japanese Rolling Stock manufacturing company(ies) <u>and/or Japanese Manufacturing Company(ies) of any major / critical components of Rolling Stock</u> substantially engage with final assembly or the final refinement / processing by the Indian company(ies) the manners including, but limited to technical cooperation, commissioning of manufacturing or provision of design" Above amendment to the Addendum No. 1 by CMRL would induce more Japanese Manufacturers to engage with Indian Rolling Stock Manufacturers and thereby enhance the participation in this tender by more Japanese Manufacturers.	Refer Addendum (02). Point 25.	Y
90	Part 1 : ESC	Part-1, Section-V, Clause-4	"Minimum 90% of the Contract Price (Ref. Part 1 – Section IV – Bidding Forms – Cl. 4.2 – Sl. No. 15) shall be sourced from Japanese manufacturer/Companies for Goods and Services as it is mandatory requirement under this package."			
91	Part 1 : EQC	Part-1, Section-III, Clause-2.6	"The successful bidder shall establish metro cars manufacturing facility in India to manufacture at least 75% of the quantity ordered in this bid either through collaboration with companies based in India or by setting up an independent manufacturing unit in India. The contractor shall provide declaration through the Form Manufacturing Facility that he will establish a manufacturing facility in India and assembled/ manufacture at least 75% of the total ordered quantity."	Please confirm our understanding that metro cars manufactured by the bidding Indian company in India under Technical co-operation of a Japanese Rolling stock Manufacturer will be considered complying in line with our above Query No. 3 and, also to both these clauses.	Yes	N
92	Part 2 : ERTS	Part-2, Section VI, Clause-14.10.1	Operator Commands Log TCMS shall retain a non-volatile record of all train operators and ATP/ATO/UTO initiated commands and system responses for a minimum of 90 days before overwriting. Overwriting shall be such that the latest information is retained.	MELCO understood that the Wayside Server System is going to download the recorded data inside the TCMS (as per ERTS 14.11.1 h)), MELCO believes that the purpose to download the TCMS recorded data is for long term data storage. Therefore, the minimum 90 days data storage in the TCMS might not be necessary, please double check.	Tender Condition Prevails.	N

Reply to Bidders Queries

SI. No.	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Reply	Addendum																																
93	Part 2 : ERTS	Part-2, Section VI, Clause-14.10.2	Event/Fault Information Log Adequate redundancy shall be built into TCMS. The size of On-Board Database memory for fault records shall be sufficient to hold all car level and train level events (at least 30,000 events) between normal downloading intervals of 90 days through hardware download. In case of overwriting, 'Level 3' events/ faults only may be overwritten.	MELCO understood that the Wayside Server System is going to download the recorded data inside the TCMS (as per ERTS 14.11.1 h)), MELCO believes that the purpose to download the TCMS recorded data is for long term data storage. Therefore, the minimum 90 days data storage in the TCMS might not be necessary, please double check.	Tender Condition Prevails.	N																																
94	Part 2 : ERTS	Part-2, Section VI, Clause-20.6.5	Software Expansion Requirements i. The Contractor shall develop/supply software with consideration to possible future expansion provision or porting to other hardware/software environments. ii. The software design shall allow for further input/output dialogues, peripheral equipment and controlling equipment to be added. This shall be provided by mechanisms that ensure that the source code and internal data structure do not need modifying. iii. Software databases shall be designed to allow for ease of expansion. Where new database structures are implemented with fixed sizes then at least 25% spare capacity of each entry type and attribute shall be provided.	In order to add the Input and / or Output signal as well as to change the control function, the software source needs to be modified. Therefore please delete ii.	Tender Condition Prevails.	N																																
95	Part 2 : ERTS	Part-2, Section VI, Clause-20.6.5	Hardware spare capacity i. Spare capacity requirements shall apply to memory, disk storage, communication links/ports, input/output capacity. Minimum figures for spare capacity are given here below. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Resource</th> <th>Spare Capacity</th> </tr> </thead> <tbody> <tr> <td>Memory</td> <td>50%</td> </tr> <tr> <td>Disk Storage</td> <td>50%</td> </tr> <tr> <td>Communication Links/Ports</td> <td>50%</td> </tr> <tr> <td>Input/Output Capacity</td> <td>20%</td> </tr> </tbody> </table>	Resource	Spare Capacity	Memory	50%	Disk Storage	50%	Communication Links/Ports	50%	Input/Output Capacity	20%	1) Spare capacity for Communication Links/Ports is conflict with ERTS 14.2.7. Please double check the requirement. 2) Spare capacity for Input/ Output is conflict with ERTS 14.2.7. Please double check the requirement.	Refer Addendum (02) Point 26.	Y																						
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96	Part 2 : ERTS	Part-2, Section VI, Clause-2.15.9.7	The correction of slide shall act independently on each axle basis. The system shall be fully adaptive to varying adhesion conditions to maximise the use of the available adhesion level at every individual axle.	Traction Converter/Inverter will prevail the requirement mentioned in 10.11.1 i.e., bogie base control that cannot regulate the current flow in each motor fed by same inverter and therefore slip/slide control and correction shall be performed on car bogie by traction converter. Please reconsider the comment.	Tender Condition Prevails.	N																																
97	Part 2 : ERTS	Part-2, Section VI, Clause-2.15.9.8	If wheel spin is detected in any individual axle basis, the traction equipment shall reduce power to the concerned specific motor of the axle. When wheel spin is corrected in the individual axle, traction power shall be gradually increased to meet performance requirements per axle basis.	Traction Converter/Inverter will prevail the requirement mentioned in 10.11.1 i.e., bogie base control that cannot regulate the current flow in each motor fed by same inverter and therefore slip/slide control and correction shall be performed on car bogie by traction converter. Please reconsider the comment.	Tender Condition Prevails.	N																																
98	Part 1 Section III : EQC	1.1.1 Personnel	The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>No.</th> <th>Position</th> <th>Total Work Experience (Minimum number of years)</th> <th>Experience in Similar Works (Minimum number of years)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project Manager (to be Contractor's Representative under GC 4.3)</td> <td>20</td> <td>10</td> </tr> <tr> <td>2</td> <td>Engineering Manager</td> <td>20</td> <td>10</td> </tr> <tr> <td>3</td> <td>Interface Manager</td> <td>15</td> <td>7</td> </tr> <tr> <td>4</td> <td>Chief Maintenance Engineer</td> <td>12</td> <td>7</td> </tr> <tr> <td>5</td> <td>Project Quality Manager</td> <td>15</td> <td>7</td> </tr> <tr> <td>6</td> <td>Project OHSE Manager</td> <td>15</td> <td>7</td> </tr> <tr> <td>7</td> <td>Testing and Commissioning Manager</td> <td>10</td> <td>5</td> </tr> </tbody> </table> The Bidder shall provide details of the proposed personnel and their experience records in Forms PER-1 and PER-2 in Section IV, Bidding Forms.	No.	Position	Total Work Experience (Minimum number of years)	Experience in Similar Works (Minimum number of years)	1	Project Manager (to be Contractor's Representative under GC 4.3)	20	10	2	Engineering Manager	20	10	3	Interface Manager	15	7	4	Chief Maintenance Engineer	12	7	5	Project Quality Manager	15	7	6	Project OHSE Manager	15	7	7	Testing and Commissioning Manager	10	5	We request CMRL to kindly consider and remove the Key Management Personnel requirement from Evaluation and Qualification Criteria. This may be submitted by the bidder under Technical Bid.	Tender Condition Prevails.	N
No.	Position	Total Work Experience (Minimum number of years)	Experience in Similar Works (Minimum number of years)																																			
1	Project Manager (to be Contractor's Representative under GC 4.3)	20	10																																			
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4	Chief Maintenance Engineer	12	7																																			
5	Project Quality Manager	15	7																																			
6	Project OHSE Manager	15	7																																			
7	Testing and Commissioning Manager	10	5																																			
99	Part-1, Section - III : Evaluation and Qualification Criteria (EQC)	2.5 Subcontractors/manufacturers	Subcontractors/manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:	We request CMRL to kindly remove the subcontractor requirement for the major items from evaluation & qualification criteria and this may be submitted during execution stage	Tender Condition Prevails.	N																																
100	Part 1 Section III : EQC	2.6	The successful bidder shall establish metro cars manufacturing facility in India to manufacture at least 75% of the quantity ordered in this bid either through collaboration with companies based in India or by setting up an independent manufacturing unit in India. The contractor shall provide declaration through the Form Manufacturing Facility that he will establish a manufacturing facility in India and assembled/ manufacture at least 75% of the total ordered quantity.	We request CMRL to kindly include the requirement for Assembly of cars in existing facility.	Refer Addendum (02) Point 4.	Y																																
101	Part 1 Section IV : BF	Bidding Forms 4.4	MILESTONE NUMBER B1 First 3-car rake (Pilot Rake)... B10 Obtain as above for next 7 train sets	Please clarify if we manufacture 100% of Trains in India, this cost centre to be utilized or not.	Yes. It will not be utilized.	N																																
102	Part 1 Section IV : BF	4.4.10	G6 Intermediate Overhauling Spares" is mentioned as 2 Train Sets of 3 cars and Appendix E of Part 2 - ERTS mentioned as Intermediate Overhauling Spares for 1 trainset of 3-car configuration:	Please clarify Bidder to propose the Intermediate Overhauling Spares for 1 trainset or 2 trainsets?	Refer Addendum (02) Point 15.	Y																																
103	Part 1 Section IV : ESC	Sl. NO. 4	Minimum 90% of the Contract Price (Ref. Part 1 – Section IV – Bidding Forms – Cl. 4.2 – Sl. No. 15) shall be sourced from Japanese manufacturer/Companies for Goods and Services as it is mandatory requirement under this package.	We request CMRL kindly to revise the value of 90% as 50%, as the revision will facilitate us to give a competitive price.	Tender Condition Prevails.	N																																
104	Part-1, Section - V : Eligible Source Countries & Addendum No. 1	Sl. NO. 10(b)	Japanese Company(ies) substantially manufactures major component(s) and Japanese Rolling Stock manufacturing company(ies) substantially engage with final assembly or the final refinement / processing by the Indian company(ies) the manners including, but limited to technical cooperation, commissioning of manufacturing or provision of design	We request CMRL to kindly remove the changes pursuant to Addendum No. 1. This will restrict Indian companies to participate on their own and will be compelled to form JV with Japanese Company. This however may be modified as "and/or Japanese Rolling Stock manufacturing company(ies)".	Tender Condition Prevails.	N																																
105	Part-3, Section - VIII : Particular Conditions (Part A: Contract Data)	S. No. 20; Sub-Clause 14.2; Total advance payment	10% of the Accepted Contract Amount (Excluding Provisional Sum), excluding taxes & duties, payable as Interest free Mobilization advance in the currencies and proportions in which the Accepted Contract Amount is payable. Mobilization advance shall be paid in two equal instalments.	We request CMRL to consider 20% as Advance Payment	Tender Condition Prevails.	N																																
106	Part-3, Section - VIII : Particular Conditions (Part A: Contract Data)	S. No. 14; Sub-Clause 4.2; Performance Security	The Performance Security shall be in the form of a Bank guarantee, in the amounts of 10% of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.	In line with Ministry of Finance, Govt. of India, Department of Expenditure, Procurement Policy Division, office memorandum no. F.9/4/2020-PPD dated 12 Nov 2020, we request Chennai Metro to reduce the performance security amount from the existing 10% to 3%. Kindly consider the same	Tender Condition Prevails.	N																																