



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		--	--	All the manpower deployed at site (excluding site In-charge) shall be on third party payroll. However, we shall be responsible for entire selection, training & performance of the said staff. Please confirm upon acceptance as per same. We can give Indemnity for this to CMRL similar to Annexure 12 -Indemnity by Contractors (Packet-A) Also, Please clarify the necessary approvals of subcontracting.	Sub contracting of the assigned work is not permitted. Tender condition prevails.
2	GCC	6.1	Similar work means “Providing Operation or Maintenance service of Metro Rolling stock.	Kindly confirm if "Operation or Maintenance / MEP service to Metro for electromechanical equipment" can be consider as Similar work experience for evaluation.	Tender condition prevails.
3	GCC	12	LABOUR LAWS, PROVIDENT FUND, ESI, ETC.	Kindly confirm upon schedule of employment applicable at CMRL for this work along with earned leaves and declared holiday followed at CMRL. Kindly confirm regarding gratuity and implication of min wages revision by govt.	Tender condition prevails.
Bidder-02 queries					
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).	In view of the circular / Office Memorandum from Ministry of Housing and Urban Affairs (MoH&UA) regarding reduction of Performance Security vide letter no. K-14011/03/2020-MRTS-Coord (E-9086215), dated: 18-11-2020, the Performance Security for this tender shall be 3% of Accepted Value of Work in which the Contract Price is payable. Request CMRL to clarify.	Please refer Addendum-02
5	GCC	23.3	Within 21 days from the issue of LOA by CMRL, the successful bidder shall furnish the performance security in accordance with the conditions of contract as per the prescribed format (Annexure -11).	Request CMRL to consider the furnishing of the following in 45 days from the date of issuing the LOA.	
6	GCC	24.2	Prior to signing of the contract agreement, the successful bidder shall be required to submit the following, within 21 days of award of Letter of Acceptance:- i. Performance security ii. Commercial General Liability insurance and iii. Professional Indemnity Insurance	i. Performance security ii. Commercial General Liability insurance and iii. Professional Indemnity Insurance Request CMRL to consider for execution of Contract agreement in 45 days from the issuing of LOA.	Tender condition prevails.
7	GCC	24.3	The contract agreement shall require to be executed within thirty days (30) from the date of issue of the Letter of Acceptance.		
8	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.	In case if Spares for First trainset which are to be replaced are defective or not in working condition / not fit to used in trainset, please confirm whether CMRL will replace the item.	CMRL will provide spares in working condition.

9	GCC	30.6	Any damages in spares occurred during overhauling due to poor workmanship shall be repaired by the contractor at their own cost.	Request CMRL to provide the cost for the list of spares in Annexure-15.	Tender condition prevails.
10	SCC	7	The Contractor has to supply necessary consumables as listed in Annexure-14 for overhauling service at free of cost. However any other consumable not listed if required, shall be supplied by the contractor after approval by CMRL. CMRL will reimburse Actual Cost + 10% overhead + GST in each case of procurement by contractor.	Request in case of any other consumables not in list were required, will be supplied by contractor, however list need to be provided in advance (2-3 months) and their availability is subject to lead time.	Tender condition prevails.
11	SCC	9	All hand tools and special tools as listed in Annexure-16, will be provided by CMRL at free of cost. However any other tools not listed if required, shall be supplied by the contractor after approval by CMRL. CMRL will reimburse Actual Cost +10% overhead + GST in each case of procurement by contractor.	Request in case of tool and special tool not in list were required, will be supplied by contractor, however prior intimation (2-3 months) is necessary and their available is subject to lead time.	Tender condition prevails.
12	SCC	13	The train will be handed over by CMRL to the contractor and after performing overhauling services as per stipulated procedures, the fit train shall be handed back to CMRL. Issue of job cards by CMRL/PPIO and closing of job cards by contractor in E2M application software shall form part of this process.	Noted, however we request CMRL to consider for joint inspection, functional check static and dynamic condition before taking over of Train by contractor from CMRL for Overhaul. However in case of any card, equipment, component failure which is not part of works under overhaul checksheet, shall not be attributed to the contractor.	Tender condition prevails. However the Contractor is free to do any inspection prior to undertaking the trainset for overhauling.
13	Scope of Work	5.3	Any damages in Spares occurred during Overhauling due to poor workmanship shall be repaired by the contractor at their own cost.		
14	SCC	15	CMRL reserves the right to instruct the contractor to increase manpower for improving quality of overhauling. If the contractor is not in a position to perform overhauling service to the satisfaction of CMRL even after deploying the additional manpower, the contract is liable to be terminated after giving three months prior notice, in which case the contractor's performance bank guarantee will be forfeited.	Noted and request CMRL to consider 90 days (considering 60 days of training period) of time to provide the manpower resources for implementation of work.	Tender condition prevails.
15	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.	Noted and request CMRL to provide the respective procedures, specification of parts, consumables. Procedure for function checks, testing of trains, check sheet, test protocols, also application files, interface cabels, PTU with software tool and test equipment are to be provided by CMRL. List of Signage details with specification are to be provided by CMRL.	Necessary documents will be provided at the time of training.
16	Scope of Work	2.3	Based on the reliability of sub-systems, CMRL reserves its right to revise/modify/ introduce any special schedules or special works additionally to the works listed in Annexure-13. The contractor has to accordingly re-orient his resources for accomplishing the revised tasks.	In case of any special schedules or special works additionally, Request CMRL to consider under the positive variation clause.	Tender condition prevails.

17	Scope of Work	2.4	For any such revised tasks explained in clause 2.3., the rates will remain the same as initially quoted by the Contractor.		
18	Scope of Work	2.5.3	Preparation of Spares such as motors, bogies, batteries, etc., required for train overhauling by overhauling/ re-conditioning them;	Request CMRL to arrange the spares from OEM, Since CMRL can negotiate for a better price and the OEM might charge higher rate to contractor, which will result in loading of bid price.	Spares will be provided by CMRL. The Contractor is expected to perform repair/re-conditioning within his scope.
19	Scope of Work	2.5.4 to 2.5.7	Testing of Overhauled Spares before fixing them in train. Replacement or Re-fixing of overhauled spares in train as per stipulated procedure. Checking the Pneumatic tightness of Brake cylinders, Bogies and as well as train. Adjustment of Floor height as per standards after completion of overhauling.	Noted, The required test procedure and test bench operation method training need to be arranged by CMRL	Please refer clause 12 of Scope of Work
20	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	As per the Man hour calculation, our understanding is weekly OFF is included and no. of working days is 6 days a week and no manpower to be deployed on the weekly Off. Request CMRL to kindly clarify.	Tender condition prevails.
21	Scope of Work	6.2	Any additional consumables required for rolling stock overhauling which are not listed in Annexure - 14 shall be purchased by the contractor and the purchased bills shall be submitted to CMRL with overhead charges (10%) and shall be claimed from CMRL while claiming bills for overhauling service.	Request in case of any other consumables not in list were required, will be supplied by contractor, however list need to be provided in advance (2-3 months) and their availability is subject to lead time.	Tender condition prevails.
22	Scope of Work	6.7	The Stock of consumables listed in Annexure 14 must be maintained for at least two trainsets by the contractor in Contractor's store as part of safety stock at all times during the period of contract.	We will abide for the maintaining of atleast 2 trainset consumables, however based on the lead time from suppliers, we request to consider for relaxation of 10-20% on the total consumables.	Tender condition prevails.
23	Scope of Work	7.2	Any additional tools required for overhauling service which are not listed in Annexure -16 shall be purchased by the contractor with prior approval of CMRL. The purchased bills shall be submitted to CMRL with overhead charges (10%) for necessary claim.	Request in case of tool and special tool not in list were required, will be supplied by contractor, however prior intimation (2-3 months) is necessary and their available is subject to lead time.	Tender condition prevails.
24	Scope of Work	8.2	Any other special tools required for overhauling service shall be purchased by the contractor with prior approval of CMRL. The purchased bills shall be submitted to CMRL with overhead charges (10%) for necessary claim.		
25	Scope of Work	7.3	Missed, broken or damaged tools shall be replaced immediately by the contractor at their own cost.	Noted, we request CMRL to consider replacement period of 60 days.	Tender condition prevails.
26	Scope of Work	9.2	The Contractor has to train their personnel for operating such equipment. Necessary training support required will be provided by CMRL.	Request CMRL to provide training for the first time.	Please refer clause 12 of Scope of Work
27	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 consider 60 days for inducting service Manager.	Tender condition prevails.
28	Scope of Work	11.4	Recruitment of RS Team Leader & RS Maintainers: At least a minimum of Thirty Six (36) RS Maintainers and Three (03) RS Team Leaders including Safety In-Charge shall be recruited and inducted for training within 60 days of issuance of Letter of Acceptance.	Request to issue Job description for safety In-charge.	Team lead will also act as safety-in charge to ensure the safety procedures at work site being followed during execution of overhauling activities.

29	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.	Recruiting staff speaking Tamil language with experience in rolling stock is difficult, instead can we recruit staff experienced in the similar field of Electrical and Mechanical. Request CMRL to consider.	Tender condition prevails.
30	Scope of Work	12.2	First aid, firefighting and electrical safety training or other required safety training by professional agencies shall also be the part of induction & refresher training, apart from technical training.	Request CMRL to mention the Training period for each batch.	please refer clause 12.3 of Scope of Work
31	Scope of Work	17.5	The Service Manager shall always be in position to co-ordinate and manage the daily overhauling service activities and requirements throughout the contract period.	Request CMRL, In the absense of service manager (weekly off, Leave) whether the Team leader can take-up the role to co-ordinate and manage the acitivities.	Tender condition prevails.
32	Scope of Work	24.6	CMRL will also perform random or periodic audit of consumables (two trainset stock), spares & safety equipment/tools available with the contractor.	We will abide for the maintaining of atleast 2 trainset consumables, however based on the lead time from suppliers, we request to consider for relaxation of 10-20% on the total consumables.	Tender condition prevails.
33	Scope of Work	25.5	The Contractor has to fill all the details such as man power deployed, work done on the particular day, and close all the job cards raised related to overhauling within the time from which normal work time will be calculated for billing.	Request CMRL to clarify this clause how the working time is attributable to billing. Since point 2.2 mentions : The bidder shall quote his bid as lump sum for all the overhauling services per trainset only. The lump sum amount shall be arrived as total of all the unit wise costs.	Please refer clause 16, 25.6 & 30 of scope of work.
34	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.	Request to consider variation of $\pm 25\%$, as followed in other metros.	Tender condition prevails.
35	Scope of Work	32.1	Exceeding maximum timeline of forty (40) days for completing one complete trainset overhauling. - Rs. 10000/trainset.	We request CMRL, if the delay is not due to the R.S maintenance contractor, it is not attributed on us.	Please refer clause 25.7 of scope of work.
36	Scope of Work	32.6	Not maintaining minimum stock quantity of consumables in contractor stores.- Rs.5000/week	We will strive to abide in maintaining minimum stock quantity of consumables, however based on the lead time from suppliers, we request to consider for relaxation (@ 10-20% on the total consumables) on penalties.	Tender condition prevails.
37	Annexure-14	--	LIST OF CONSUMABLES/ LIFTING TACKLES REQUIRED TO BE SUPPLIED BY CONTRACTOR	Request CMRL to provide the specification, data sheet of the attached consumables.	All required details will be provided by CMRL.
Bidder-03 queries					
38	Scope of Work	7.3	Missed, broken or damaged tools shall be replaced immediately by the contractor at their own cost.	Request customer to confirm, Whether brand new special tools will be issued to contractor, If exisiting tools are issued how to overcome the damages and wear's in tool.	Tender condition prevails.
39	Scope of Work	16.1 & 16.2	The normal timeline for completing the overhauling activities and releasing one train is 35 days. The contractor shall make all arrangements necessary for completing the activities within the time period including consumables, tools, overhauling of spares, etc., required for the respective train as listed in clause 1(c) of Scope of work. However, a maximum timeline of 40 days is allowed in exceptional cases. Exceeding the maximum timeline of 40 days will attract penalty as per clause 32.1 of Scope of work.	Request customer to confirm, 1)In any case post to part replacement for overhauling, if the part is found faulty after fixing in train and it if required to repalce the give time line will be exceeded, as this is not the fault of contarctor whether this down time will be considered. 2) Any component difficult remove due to aging or wear (ex rust, head damage) requires additional time than the planned hours, how to consider these additional hours.	Tender condition prevails.

40	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.	Annexure 15 consists of few spares which are consumable in nature (ex filter, gear box oil). Request customer to confirm ,whether these spares will be provided by CMRL for all train sets?	All items listed in Annexure-15 will be provided by CMRL at free of cost.
41	Annexure-13	Sl. No. 10	TCR, KPC & Inverter replacement	These components are not part of Annexure 15, Request customer to confirm, whether CMRL will provide these components.	Spares will be provided by CMRL.
42	Annexure-13	Sl. No. 80 81 92	SIL –Replacement DIL –Replacement Saloon lights	These components are not part of Annexure 15, Request customer to confirm, whether CMRL will provide these components.	Spares will be provided by CMRL.
43	Annexure-13	Sl. No. 102 103 104	Blue band, Car Identification Number & CMRL Logo Replacement Damaged signage replacement Damaged signage replacement	Request customer to confirm, Whether these signages and band will be provided by CMRL.	Supply and fixing of Signage, CMRL Logo & blue band will be under the contractor scope.
44	GCC	6.1	Similar work means “Providing Operation or Maintenance service of Metro Rolling stock.	Bidder request CMRL to modify the eligibility criteria as, if RS OEM/Manufacturer is bidding for this tender, then bidder need not to have O&M experience.	Please refer Addendum-02
Bidder-04 queries					
45	GCC	3.1	The EMD shall be made payable without any condition to the CMRL. An amount of INR9,86,000/- (Indian Rupees Nine Lakh and Eighty-Six thousand) is required to be paid online through NEFT/RTGS to CMRL Bank Account or in the form of DD/ Bank Gaurantee, as bid security. The UTR no. is required to be filled in Mandatory Information for eligibility of the bid (Annexure -6) and same need to be signed and submitted along with the techno-commercial bid.	The EMD amount should be waived off for MSME as is this case with most government tenders.	Tender condition prevails
46	GCC	6.1	1. Average annual financial turnover during last three financial years should be at least Rs. 5,91,65,207/- (Indian Rupees Five Crore Ninety-One Lakh Sixty-Five Thousand Two Hundred and Seven Only).	Average annual financial turnover during last three financial years should be at least Rs. 5,91,65,207/- (Indian Rupees Five Crore Ninety -One Lakh Sixty-Five Thousand Two hundred and Seven only) as mentioned in point 6.1.1 in the tender Document. This figure should be reduced to Rs 3,00,00,000 (Three crore Only) considering the total expected value of the tender. Also due to loss of business in the last 2 years it is difficult to maintain such an average for most MSME's.	Please refer Addendum-02

47	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>In terms of Experience point 6.1.2 again the value of orders should be brought down considering the loss of business in the past 2 years.As an MSME we should be given consideration and relief from the mentioned value.</p>	<p>Please refer Addendum-02</p>
48	GCC	23.2	<p>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).</p>	<p>Performace Bank Gaurantee should be reduced to 3% from 10% as is notified by the Ministry of Finance, Government of India till March 31st 2023. Point 23 of the tender. If 3 % of the Tender value is not feasible as per your working then we propose the value of the PBG should be 10% of the yearly estimated billing . Since we are providing service on monthly basis and billing is also on monthly basis it is fair to kepp the PBG value at 10% of the yearly estimated billing.</p>	<p>Please refer Addendum-02</p>

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