

**Pre-Bid Queries-2 for Tender for Providing “Comprehensive Maintenance of Ballast less Track for Elevated, Underground sections and Depot in Corridor 1, 1 Extension & 2.**

S.No.	Reference/Clause	Page	Description of Clause	Queries From Bidders	Clarification from CMRL
<b>1. Queries From M/s. VOLTECH O And M Services PVT. LTD</b>					
1	In S.no.9/ Point 6.2 Eligibility Criteria	Page 2 of Addendum.	The tenderer shall predominantly be in the business related to Rail industry either in India or Abroad or Both. Work Experience of having completed the business related to Railway Industry during the last Five (5) years, either in India or Abroad or Both, ending last day of the previous month to which this tender is published. “Business related to Rail Industry” means the works of “Construction/Maintenance/Inspection/Certification in Railway Track construction or Maintenance”. Work Experience from Reputed Metro Railway/Rail Industry	we Voltech O and M services is doing OHE and PS maintenance work in "CMRL" from April-2019 onwards, which is an Joint Bid participation ( <b>Voltech and thirumuthi Hitech</b> ) and formed an SPV. In this we Voltech is the lead Bidder. Please clarify , As a lead Bidder <b>we individually qualified for the participation in as "Voltech O &amp; M services Pvt Ltd"</b>	A company or SPV is in Railway Industry for Five(5) years is eligible for participation. However, if one company from the JV is willing to bid, then it should independently meet the eligible criteria.
2	GCC 3	Page 8 of 359	Payment of EMD amount Rs. 3,00,000	Is EMD is exemption for the MSME registered vendors	Not Agreed.
3	GCC 8.2	page 13 of 359	Manpower requirement	Kindly share us the estimated minimum manpower required	1. Lead Manager-1 No,2.Senior Executive Engineer(Track)-5Nos,3. Executive Engineer(Track) 7Nos, 4.Engineer(Track)-30Nos
4			The bidder should have been a profit making entity for the preceding three financial years	In case of JV any one party profit is considered or both parties profit is considered	Profit of any one party will be enough. If one company of the JV is participating, then the participating company shall independently qualify the requirement.
5	GCC 13.6	Page 16 of 359	The contractor shall ensure the minimum wages to their Employees as per Minimum Wages Act-1948(Central Act XII of 1948)	please clarify us on the minimum wage reference followed is central or state wage	Tamil Nadu State government's minimum wages for corporation- Skilled category shall be followed.
6	GCC 24.3	Page 21 of 369	PBG submission Within 21 days from the issue of LOA by CMRL	In case of participation through JV, 21 days may not be sufficient, in case if we want to form an SPV	PBG submission Within 28 days from the issue of LOA by CMRL
7	GCC 33.3	Page 24 of 369	If contractor require transportation for their personnel through metro trains necessary travel cards need to be purchased by the contractor. No free travel/concession is permitted.	During working (on duty shift hours) CMRL can permit the employee for the movement to reach the required stations as early at free of cost.	On any case, cost to be beared by contractor. During Emergency CMRL shall reimburse on submission of duty allocation.
8	SCC 8.1	Page 35 of 369	The contractor is expected to commence comprehensive maintenance of track works in full swing within 4 months from the date of issue of LOA. Until such time no payment will be made by CMRL. No Penalties will be imposed up to six months from date of issue of LOA.	Even during the stabilization period we may not be doing all the relevent works, but we need to pay salary to all the employees. Hence, CMRL has to consider on the criteria of salary / wages	Not Agreed.No change
9	SCC 9.1	Page 35 of 369	The contractor shall develop a web based maintenance management system within three months from the date of receipt of Letter of Acceptance.	Since, there is an stabilization period as per point 8.1, for the same it can be relaxed till 6 months.	Separate tender shall be called by CMRL to develop a web based maintenance management system, if required.
10	GCC-Annexure-1-Joint Bidding Agreement	Page 40 of 359	Shareholding in the SPV	minimum proportion of shareholding among the Parties	As per GCC Clause 9.2, the number of consortium members shall not exceed three.Minimum proportion for lead member shall be 40% and 30% for other two members.
11	Part-A-Scope of work-sub clause-1.1.1-Preventive maintenance	Page 65 of 359	Ultrasonic testing of rails/ welds and classification of failures	Is third pary to be assigned by Bidder or will CMRL representative will take care	The contractor is required to arrange his own RDSO approved USFD operator and USFD equipment or RDSO approved third pary with RDSO approved operator to carry out USFD testing of rails/welds as per frequency of testing as stated in part A and as per schedule. If required RDSO trained CMRL representative shall be nominated by CMRL for witness. ( at present 2JEs are trained for USFD)
12			Supply of spares / special consumables / special tools	is will be on CMRL scope completely, kindly clarify.	CMRL will issue only items described in Page 68 of 359, Part-A -Scope of work-1.1.2-Corrective maintenance-sub clause 1.1.2.3 and 1.1.2.7.

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13	Part-A-Scope of work-sub clause-3.10-Maintenance office and space	Page 84 of 359.	Accommodation facility for the employee	Labour colony type provision or atleast free space provided by CMRL to build up a accomodation facility	Not Agreed. No change
14	SCC 3.1	Page 33 of 359	All type of maintenance activities in mainline shall be carried out only during Non-Revenue hours (approximately 0030hrs to 0330hrs at present) with taking Permit to Work (PTW) from operation departments. In case of any Emergency, the work may be carried out at revenue hours which require special permission from Track and Operation Department of CMRL.	During emegency CMRL shall allow employee movements in metro to reach the spot on time	On any case, cost to be beared by contractor. During Emergency CMRL shall reimburse on submission of duty allocation.
15	GCC 40.1	page 27 of 359	The Price variation at 5% for the second year, 10% for the third year, 15% for the fourth year, 20% for the fifth year, 25% for the sixth year and 30% for seventh year (if extended) to the base rate ( first year cost) is applicable.	In case of BOQ-2 items price goes beyond of the annual escalation consideration, will CMRL do reimburse the difference in increase amount	No.Please refer Addendum-01
16			For transporting rails by road vehicles to the work site. Road cranes with special spreader beam should be used for loading/unloading of rails.	Type of vehicle requirement for transport and Loading / unloading material handling equipment list is not provided. In case of any special vehicles, then CMRL shall take in their scope.	Please refer Addendum-02
17			Bid submission Extension	Considering COVID-19 Situation, Request for the Extension	Not Agreed. No change
<b>2.Queries from M/s.United Rail Road Consultant Pvt. Ltd.</b>					
18	GCC 2.2 & Annexure 14	Page 70 of 359	Qualification and Experience: 2.2.8 Age limit: Not older than 55 years is allowed for other personnel. For key personnel, not older than 58 years as on date of submission of bid.	As per tender conditions of clause 2.2.8 under key personnel clearly mentioned in that as " For key personnel, not older than 58 years as on date of submission of bid", but in Annexure-14 of Appendix - 01 under general qualification written as less than 55 yrs - 100% , this should be attended by written as less than 58 yrs - 100%. This should be addressed.	Agreed. Please Refer Addendum-02.
19	Part-A-Scope of work-clause-3.1.3-Preventive maintenance Table-2	Page 79 of 359	Preventive maintenance schedules to be carried out by the contractor or the agency approved by CMRL.	As per clause 3.1.3 under preventive maintenance in item no -4 of table 2 mentioned for " Anti corrosive paint once in three years ( Need basis only) should be attended by mentioning the quantity to be attended per year.	Please Refer Addendum-02.

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<b>3.Queries from M/s.Matha Track &amp; Infra Tech</b>					
20	Appendix -1 Overview of the section	Page 91 of 359	Overview of Phase-1 and Phase 1 Extension of Project	Total Track Kilometer mentioned in Tender documents at page no (91 of 259) is 105 TKM (90+15), but in BOQ it has been written 128 TKM, please clarify the same.	Phase -1 consist of two corridors for a length of 90 Track kilometres and one Depot for a length of 15 track kilometres. Phase 1 Extension consist of one corridor with a total route length of 9.16km and Elevated depot for a length of about 4.5Track kilometres. Henceforth, total 128 TKM.
21	SCC - List of Annexures	Page 46 of 359	Annexure - 4: Banker's Guarantee For EMD	For executing EMD in the form of Bank Guarantee how much stamp paper duty we need to submit.	To be executed on Stamp paper of minimum Rs.100
22	GCC - 47.1 Insurances	Page 29 of 359	During the term of this agreement, the contractor shall obtain and maintain at his own expense, adequate insurance with regards to all its obligations under this agreement including Commercial General Liability (CGL) Insurance, for which is 5% of contract value covering bodily injury or death suffered by third parties (including the CMRL's Personnel) and loss of or damage to property (including the CMRL's property), Professional Indemnity Insurance, for which is 3% of contract value covering for the financial consequences of professional negligence, following a breach of professional duty by way of neglect, error or omission and workmen compensation(if applicable) in accordance with the statutory requirements applicable in the country where the facilities or any part thereof is executed.	Is Insurance of 8% (Commercial General Liability (CGL) Insurance, for which is 5% of contract value + Professional Indemnity Insurance, for which is 3% of contract value) for contract value for every year? Please clarify.	Yes. Insurance cover to remain valid till the expiry of contract.
<b>4. Queries from E To E Transportation Infrastructure Private Limited</b>					
23	Annexure 13 clause-1.8	Page 355 of 359	clause-1.8 Measurement and Payment	a. Is the payment will be divided with respect to the Corridor? b. Phase 1 B (Extension) in the construction phase. Is there any deduction in the initial period (up to commissioning of phase 1B)?	a.No. b.Yes. Proportionate deduction will be made till commissioning of Phase 1 Extension (Corridor 1 Extn)
24	Annexure 14	As per Addendum 1		a. As per Addendum 1 (Annexure 14), the score will be considered up to 65 age b. In tender document page, no-70 & point 2.2.8 - For key personnel, not older than 58 years as on date of submission of the bid. c. Please clarify	Please refer Addendum-02
25	GCC 6	Page 10 of 359	6.2. Eligibility Criteria	a. Employee/Candidate is ready to share the experience certificate after the confirmation/deployment to the project. b. We request CMRL to exempt the submission of experience certificate during bid submission c. Experience certificate will be submitted on or before 30 days from the LOA date.	Please refer Addendum 01.