

**Corrigendum No. : 2**

Date - 04.09.2020

Tender for

“CMRL PHASE 1 EXTENSION – WASHERMANPET TO WIMCO NAGAR” - Design, manufacture, delivery, installation, testing and commissioning, training, supply of operation & maintenance manuals, supply of spares parts and consumables (oil, grease, filters, o-rings etc.) for preventive and corrective maintenance during DLP at Wimco Nagar Depot for Automatic Train Wash Plant, Mobile Lifting Jacks (15 ton), Car body stand (15 ton), EOT crane (3t/10t), Conical spring test press, Portable Air compressor, Retractable OHE, Self – propelled battery operated scissor lift and HVLS Fans.

Ref.: Tender No.: CMRL/RS/70 /2020, dated - 29.07.2020

Sl. No.	Part/Section No.	Clause ref.	Original Clause as in Tender Document	Modified as
1	Section III	Clause no. 1.2.3 Award Criteria for Multiple Contracts (ITB 38.4)	Bidders have the option to bid for any one or more lots/contracts. Bids will be evaluated lot/contract wise, taking into account discounts offered, if any, for combined lots/ contracts. The Contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots/contracts, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots/ contracts as the case may be.	Section III - Clause no. 1.2.3 Award Criteria for Multiple Contracts - to be read as follows:- Bidders have the option to bid for any one or more lots/contracts. Bids will be evaluated lot/contract wise. The Contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for each lot/ contract, subject to the selected Bidder(s) meeting the required qualification criteria for each lot/ contract as the case may be.
2	Section III	Clause no 2.4.2.a - Specific Experience	-	Clause no 2.4.2.a - Specific Experience - Documentation - Submission Requirements - to be read as follows: a. Form Exp - 2(a). b. Work Order copy and work completion certificate for the work mentioned in Form Exp-2(a).
3	Section III	Clause no 2.4.2.a - Specific Experience	Note: i. minimum of 16 nos of mobile lifting jacks will be considered as one facility ii. minimum of 16 nos of carbody stand will be considered as one facility iii. minimum of 3 HVLS fans will be considered as one facility. iv. For other facilities one number of supply will be considered as one facility.	Section III - Clause no. - 2.4.2.a - Specific Experience - Note. Deleted

Sl. No.	Part/Section No.	Clause ref.	Original Clause as in Tender Document	Modified as																					
4	Section III	Clause no 2.5 - Subcontractors/manufacturers	-	Section III - Clause no 2.5 - Subcontractors/manufacturers. Deleted																					
5	Section IV	Form MAN: Manufacturer's Authorization	-	Section IV - Form MAN: Manufacturer's Authorization. Deleted																					
6	Section VI	Employer's Requirement Part 1 - Technical Specification of Automatic Train Wash Plant (ATWP) - Clause no.- 4 (w)	<p>4- General design requirements: w. Material Specification for Mechanical drive,</p> <table border="1"> <thead> <tr> <th>Sl.no</th> <th>Description</th> <th>Material Specification</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Duplex Chain Drive</td> <td>SS304 or equivalent</td> </tr> <tr> <td>2</td> <td>Bearing and Pillow block</td> <td>SS304 or equivalent</td> </tr> <tr> <td>3</td> <td>Fasteners</td> <td>SS304 or equivalent</td> </tr> <tr> <td>4</td> <td>Safety guards</td> <td>SS304 or equivalent</td> </tr> <tr> <td>5</td> <td>Yoke, Arm & frames</td> <td>SS304 or equivalent</td> </tr> <tr> <td>6</td> <td>Bristles</td> <td>Polyethylene</td> </tr> </tbody> </table>	Sl.no	Description	Material Specification	1	Duplex Chain Drive	SS304 or equivalent	2	Bearing and Pillow block	SS304 or equivalent	3	Fasteners	SS304 or equivalent	4	Safety guards	SS304 or equivalent	5	Yoke, Arm & frames	SS304 or equivalent	6	Bristles	Polyethylene	<p>Section VI - Employer's Requirement Part 1- Technical Specification of Automatic Train Wash Plant (ATWP) - Clause no.- 4 (w) to be read as follows:</p> <p>w. Material Specification for Mechanical drive, shall be of stainless steel of suitable grade.</p>
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1	Duplex Chain Drive	SS304 or equivalent																							
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7	Section VI	Employer's Requirement Part 1 - Technical Specification of Automatic Train Wash Plant (ATWP) - Clause no.- 5 (g)	<p>5 - Design Responsibility g. All fasteners shall be of stainless steel. All structures and the frame shall be of stainless steel SS304 as per ASTM-AISI standard. All piping works shall be of Stainless steel of international standard.</p>	<p>Section VI - Employer's Requirement Part 1- Technical Specification of Automatic Train Wash Plant (ATWP) - Clause no.- 5 (g) to be read as follows:</p> <p>All fasteners shall be of stainless steel. All structures and the frame shall be of stainless steel of suitable grade as per ASTM-AISI standard. All piping works shall be of Stainless steel of international standard.</p>																					
8	Section VI	Employer's Requirement Part 7 - Technical Specification of Retractable-Overhead conductor rail - clause no. 3.1 (b)	<p>3.1 - Overhead conductor rail 3.1 (b) The transition from the conventional catenary system outside the repair bay to the overhead conductor rail shall be implemented by means of a transition element. At that point, usually in the repair bay entrance area, the conductor rail becomes a permanent installation. In an overlap area the overhead conductor rail shall be electrically and mechanically connected or disconnected when the Rolling stock enters or leaves the emergency repair bay. During the maintenance work the overhead conductor rail shall be electrically isolated by means of disconnectors.</p>	<p>Section VI - Employer's Requirement Part 7 - Technical Specification of Retractable- Overhead conductor rail - 3.1 (b) to be read as follows:</p> <p>The transition from the conventional catenary system outside the repair bay to the overhead conductor rail shall be implemented by means of a transition element. At that point, usually in the repair bay entrance area, the conductor rail becomes a permanent installation. In an overlap area the overhead conductor rail shall be electrically connected or disconnected when the Rolling stock enters or leaves the emergency repair bay. During the maintenance work the overhead conductor rail shall be electrically isolated by means of disconnectors.</p>																					

Sl. No.	Part/Section No.	Clause ref.	Original Clause as in Tender Document	Modified as
9	Section VII.	General Conditions - 13.2	<p>13.2. Advance Payment Security:</p> <p>13.2.1 The Contractor shall, within twenty-eight (28) days of the receipt of the Letter of Acceptance, provide a security in an amount equal to the advance payment calculated in accordance with the Appendix to the Contract Agreement titled Terms and Procedures of Payment, and in the same currency or currencies.</p> <p>13.2.2 The security shall be in the form provided in the Bidding Documents or in another form acceptable to the Employer. The amount of the security shall be reduced in proportion to the value of the Facilities executed by and paid to the Contractor from time to time, and shall automatically become null and void when the full amount of the advance payment has been recovered by the Employer. The security shall be returned to the Contractor immediately after its expiration.</p>	Section VII - Clause 13.2 of GCC - Advance Payment Security: Deleted.
10	Section VIII	PCC -PC 14	<p>Clause 22.2.8 is modified as below:</p> <p>a. Contract shall pay all custom and import duties for the plant imported from abroad.</p> <p>b. Employer will reimburse only GST.</p>	<p>Section VIII - Clause no. PCC - 14. 2 to be read as follows:</p> <p>Clause 14.2 is modified as below:</p> <p>a. Contractor shall pay all custom and import duties for the plant imported from abroad.</p> <p>b. Employer will reimburse only GST.</p>
11	Section IV.	Bidding Forms	-	The power of Attorney shall be submitted in the form mentioned below: Add Form 7- Power of Attorney (attached with this corrigendum no.2).
12	Section IV.	Bidding Forms - Add form 4	UNDERTAKING FOR MINIMUM LOCAL CONTENT	Section IV - Bidding Forms - Add form 4. Deleted
13	Section IX	Letter of Price Bid	As per original tender document.	"Letter of Price Bid" in original tender document is replaced by revised "Letter of Price Bid" (attached with this corrigendum no.2).

Note: -

- i. All other conditions of this tender document shall remain the same.
- ii. Bidders are requested to upload the sealed and signed copy of Corrigendum no.02 along with tender document.

**Additional General Manager (RSO),
Chennai Metro Rail Limited**

Single-Stage Bidding

Letter of Price Bid

Date: *[insert date of Bid submission]*
Loan Agreement No.: *[insert number]*
IFB No.: *[insert number]*
Alternative No.: *[insert identification No. if this is a Bid for an alternative]*

To: *[insert full name of Employer]*,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): *[insert the number and issuing date of each Addendum]*;
- (b) We offer to *[insert the services that apply, i.e., design, manufacture, test, deliver, install, precommission and commission]*, in conformity with the Bidding Documents, the following Plant and Installation Services: *[insert a brief description of the Plant and Installation Services]*;
- (c) **Deleted.**
- (d) **Deleted.**
- (e) Our Bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (g) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding Contract between us, until a formal Contract is prepared and executed; and
- (h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder**[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid [*insert complete title of the person signing the Bid*]

Signature of the person named above [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] day of [*insert month*], [*insert year*]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

FORM -7
POWER OF ATTORNEY FOR SIGNING OF BID
(To be executed on stamp paper having value Rs.100/-)

Know all men by these presents, we _____
_____ (name of the firm and address of the Registered Office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (name), _____ son / daughter / wife of _____ and presently residing at _____, who is presently employed with us / the Lead Member of our Consortium and holding the position of _____, as our true and lawful Attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the award of the contract for “**Tender For “CMRL PHASE 1 EXTENSION – WASHERMANPET TO WIMCO NAGAR” - Design, manufacture, delivery, installation, testing and commissioning, training, supply of operation & maintenance manuals, supply of spares parts and consumables (oil, grease, filters, o-rings etc.) for preventive and corrective maintenance during DLP at Wimco Nagar Depot for Automatic Train Wash Plant, Mobile Lifting Jacks (15 ton), Car body stand (15 ton), EOT crane (3t/10t), Conical spring test press, Portable Air compressor, Retractable OHE, Self – propelled battery operated scissor lift and HVLS Fans**” for which proposals are invited by Chennai Metro Rail Limited, (CMRL) including but not limited to signing and submission of all bids and other documents and writings, participate in bidders and other conferences and providing information / responses to Chennai Metro Rail Limited (CMRL), representing us in all matters before Chennai Metro Rail Limited, (CMRL) signing and execution of all contracts including the contract agreement and undertakings consequent to acceptance of our bid and generally dealing with CMRL in all matters in connection with or relating to or arising out of our bid for the award of contract to us and / or till the entering into of the contract Agreement with CMRL.

AND

we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20____

For _____ (Signature, name, designation and address)

Witnesses:

(Notarized)

1.

2.

Accepted

_____ (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when

It is so required; the same should be under common seal affixed in accordance with the required procedure.

The bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution / power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the bidder along with bid document at the time of executing the agreement.

CHENNAI METRO RAIL LIMITED
Tender document no. **CMRL/RS/70/2020**
Tender for

“CMRL PHASE 1 EXTENSION – WASHERMANPET TO WIMCO NAGAR” - Design, manufacture, delivery, installation, testing and commissioning, training, supply of operation & maintenance manuals, supply of spares parts and consumables (oil, grease, filters, o-rings etc.) for preventive and corrective maintenance during DLP at Wimco Nagar Depot for Automatic Train Wash Plant, Mobile Lifting Jacks (15 ton), Car body stand (15 ton), EOT crane (3t/10t), Conical spring test press, Portable Air compressor, Retractable OHE, Self – propelled battery operated scissor lift and HVLS Fans.

Response to pre -bid queries

S.No	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
Bidder -1 - Queries.					
1	Section III. Evaluation and qualification criteria (W/O Prequalification)	clause No. 2.5 - Sub Contractors/ Manufacturer	<p>In the case of a Bidder who offers to supply and install major items of supply under the Contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer’s authorization, using Form MAN provided in Section IV, Bidding Forms, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer’s country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and ITB 5 and meets the minimum criteria listed above for that item.</p>	<p>We “Swastik Overseas” would like to participate in tender as a bidder for “Automatic Train Wash Plant”. As per this clause, we understand that we need to provide form MAN as authorization from manufacturer. Also it states that “manufacturer or producer complies with the requirements of ITB 4 and ITB 5 and meets the minimum criteria listed above for that item” Kindly clarify if we can participate in this tender as a bidder and use manufacturers “Past experience” for this tender in support of clause “2.4.1 General Experience”, “2.4.2 a- Specific Experience” & “2.4.2 (b) specific experience”.</p>	<p>NO. Bidder shall comply with all the requirements mentioned in Section III - Evaluation and qualification criteria - as per clause no. 2.1 to 2.4.</p>

S.No	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
2	General	General	-	<p>Item - Mobile lifting jack</p> <p>Our principal OEM wants to participate for Mobile Lifting jacks tender however they do not have Digital signature for this purpose.</p> <p>Please clarify- Can they give us Authorization to submit their bid and attend tender opening and negotiations specifically for this tender, for this purpose can we upload and digitally sign the bid using our digital signature on behalf of our principal's.</p>	<p>NO. Bidder shall participate with their own official DSC. Procedure for DSC for Foreign Bidders is available in following link,</p> <p>https://eprocure.gov.in/eprocure/app?component=%24DirectLink&page=StandardBiddingDocuments&service=direct&session=T&sp=Sx3rcllu7jEcuNtLiv6c3pHTcDrR8iPRywn7kw%2FCzz0A%3D.</p>
Bidder -2 Queries					
3	Section III. Evaluation and qualification criteria (W/O Prequalification)	clause No. 2.5 - Sub Contractors/ Manufacturer	Should have worked as a subcontractor or member of Joint Venture/ consortium for similar works and successfully obtained completion certificate from Employer at least once in any metro system of India	<p>“Global Tender Procurement”, please look after the international procurement procedure and allow new foreign companies to participate.</p> <p>Or</p> <p>Follow “Make in India Policy”,</p> <p>So, being a “Global Tender Procurement”, we request you to accept Foreign Supplies also.</p> <p>In this procurement EQC is neither clarifies “International Standards or nor Indian Standards”.</p> <p>For eg. 5 Nos. ATWP in last 5 Years and 2 Nos. outside Country of Origin.</p>	Please refer Corrigendum no.02.
4	Section VI. Employer's Requirements	Technical Specification of Automatic Train Wash Plant (ATWP)	-	<p>How ATWP will be serviced, provision of Brushes change and CMRCL operator Safety – CMRL don't mentioned about anything “Ladder”</p> <p>We request CMRL to add Ladder in your design requirements so that in-build Ladder will be provided for Service and Maintenance. This addition of Ladder will provide CMRL operators “Safety” and “Brushes are Easy to Change and Maintained / Inspection” – NO Harm to CMRL.</p>	No change in technical specification.

S.No	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
5	Section VI. Employer's Requirements	Technical Specification of Automatic Train Wash Plant (ATWP)	<p>4. General design requirements</p> <p>h. The Plant shall be of proven design and design life shall be 30-years without rusting & corrosion in fixation base frame and structural components. The design life for mechanism, driving components, spray poles, brushes (except bristles) and others parts of the Plant shall be at least 15 years. No major structural repairs and major component replacement shall normally be required during the respective design life. The material & parts used for the same shall be specified in detail design stage</p> <p>w. Material Specification for Mechanical drive, SS304 or equivalent.</p> <p>5. Design Responsibility</p> <p>g. All fasteners shall be of stainless steel. All structures and the frame shall be of stainless steel SS304 as per ASTM-AISI standard. All piping works shall be of Stainless steel of international standard</p> <p>i. Contractor shall design the structure to survive for a period of atleast 30 years with out any deterioration.</p>	<p>Queries</p> <p>30 Years is acceptable, provided that:-</p> <p>Corrosion is natural and chemical reaction, corrosion depends upon 99% environment condition + 1% Metal Property, so if ATWP structures and all Metal parts are of SS 316, painted regularly and all Maintenance procedures follows, ATWP 30 Years running is NO Problem.</p> <p>(i) All Stainless Steel items must change from SS 304 to SS 316 grade.</p> <p>SS 304 is having life span of 5 -6 Years as compare to SS 316 which having life span on 12-13 Years.</p> <p>So, with proper maintenance and Paint on SS 316, ATWP will have life span of 15 Years.</p> <p>Reason for change because:-</p> <p>As per DMRC experience, one of the reputed manufacturer ATWP structures fails in 5-6 Years, because of SS 304 or equivalent Galvanized Steels.</p>	No change in technical specification.
	Section IX - Contract Forms	Appendix 1 - Terms and Procedures of Payment	<p>Schedule No. 1. Plant and Equipment Supplied from Abroad</p> <p>In respect of plant and equipment supplied from abroad, the following payments shall be made: 100% of the cost quoted against schedule No.1 after delivering plant and equipment at Wimco nagar elevated depot (+18 m from ground level) , within forty-five (45) days after receipt of invoice.</p> <p>Schedule No. 3. Design Services</p> <p>In respect of design services for both the foreign currency and the local currency portions, the following payments shall be made: 100% of the cost quoted against schedule No.3, after obtaining No objection certificate from Employer for the proposed design, within forty-five (45) days after receipt of invoice</p>	<p>Being a Foreign OEM, we request CMRKL to follow International Payment Terms all thru LC at site. For eg. standard international terms as</p> <p>All the payments towards supply value of stores will be made through an irrevocable Letter of Credit (LC) payable at site from a bank in India.</p> <p>(i) 80% payment of the supply value of stores will be made, on submission of following documents:</p> <p>(a) Certificate from the Employer of having received the Performance Bank Guarantee.</p> <p>(b) Invoice in duplicate (one original + one copy)</p> <p>(c) Shipping documents/Proof of Dispatch (Bill of Lading (in the case shipment) / Air Way Bill (in the case of air lifting)</p> <p>(d) Inspection Certificate from Employer or his authorised representative</p> <p>(e) Factory Acceptance Test Report witnessed and countersigned by</p>	<p>No change.</p> <p>Tender conditions prevail.</p> <p>CMRL is a Government Company. This project is fully funded by Japanese International Co- operation Agency (JICA).</p>

S.No	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
6			<p>Schedule No. 4. Installation Services In respect of installation services the following payments shall be made: a. 30% of the cost quoted against schedule No.4, after obtaining operational Acceptance Certificate, within forty-five (45) days after receipt of invoice. b.30% of the cost quoted against schedule No.4, after handing over the DLP spares and consumables to Employer, within forty-five (45) days after receipt of invoice. c. 10% of the cost quoted against schedule No.4 after completion of first six months of first year DLP Supervision services, within forty-five (45) days after receipt of invoice. d. 10% of the cost quoted against schedule No.4 after completion of last six months of first year DLP Supervision services, within forty-five (45) days after receipt of invoice. e. 10% of the cost quoted against schedule No.4 after completion of first six months of Last year DLP Supervision services, within forty-five (45) days after receipt of invoice. f. 10% of the cost quoted against schedule No.4 after completion of last six months of Last year DLP Supervision services, within forty-five (45) days after receipt of invoice. Note: If the DLP period extends by one year as per PC 27.8, then the schedule 4(e) and 4 (f) shall be paid in the third year of DLP. No amount shall be paid during second year of DLP period.</p>	<p>Employer or his authorised representative. (f) Copy of Insurance document with Insurance cover upto CMRL Wimco Depot, Chennai. (g) Packing list. (h) Certificate of country of origin (ii) 10% payment of the supply value of stores will be made through irrevocable Letter of Credit (LC) on submission of Employer's Certificate indicating the successful receipt of the stores in good condition at CMRL Wimco Depot, Chennai Balance 10% payment after the installation, testing, commissioning including integrated testing and O&M documentation and training to Employer's personnel will be made, after issue of Taking Over Certificate through irrevocable Letter of Credit (LC).</p>	
7	General	General	-	<p>OEM or Agent or Distributor or Indian Sub - Contractor We are aware that CMRL authorize only OEM to participate, but this project is of very small value so "J.V. or Consortium is not feasible". We request CMRL to authorize "Agent, Distributor or Indian Sub-Contractors" can participate on their "Principal behalf upon usage of principals Past Supplied Credentials</p>	<p>NO. Bidder shall comply with all the requirements mentioned in Section III - Evaluation and qualification criteria - as per clause no. 2.1 to 2.4.</p>

S.No	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
8	Section II	Instructions for online bid submission	-	<p>Please allow Authorize Person / Company to upload the Bid on behalf of their OEM / Principals Reason; To get Digital Signature directly in the name of the Foreign Company / Foreign Residential – Nationality is very difficult and time consuming process, therefore we request CMRL as follows:-</p> <p>(i) To allow “Authorize Indian Person / Company” only limited to upload the Bid using their Digital Signature on their OEM / Principals behalf”. Same practice is followed by IREPS and other GOI portal for Online Submission</p> <p>(ii) Bidders Authorize Indian Person / Company will submit Power of Attorney / Authorization in this respect.</p>	<p>NO. Bidder shall participate with their own official DSC. Procedure for DSC for Foreign Bidders is available in the following link:</p> <p>https://eprocure.gov.in/eprocure/app?component=%24DirectLink&page=StandardBiddingDocuments&service=direct&session=T&sp=Sx3rc1lu7jEcuNtLiv6c3pHTcDrR8iPRywn7kw%2FCzz0A%3D</p>
Bidder - 3 - Queries					
9	General	General	-	<p>Referring to the subject tender, we are going to quote for Scissor Lift Model No.: GS-1930 and the country of origin of the same is from China. We have enclosed a document which was released from our Government of India; kindly check it once and confirm whether you will be able to accept the machine importing from China.</p>	<p>Tender conditions and Government of India guidelines shall be followed.</p>
Bidder - 4 - Queries					
10	Section III. Evaluation and qualification criteria (W/O Prequalification)	Clause no. 2.4.2 (b) - Specific Experience	<p>Bidder should have supplied the proposed model at least two numbers to any metro system with Overhead catenary during the last 7 years starting 1st January 2013.</p>	<p>There is no difference whatsoever in technology for Retractable Catenary Systems as far as normal railway systems or metro railway systems are concerned. We request you to amend the clause to state ...”to any railway or metro system with.....</p>	<p>Please completely refer Clause 2.4 - Specific Experience of Section III.</p>

S.No	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
11	Section III. Evaluation and qualification criteria (W/O Prequalification)	clause No. 2.5 - Sub Contractors/ Manufacturer	Should have worked as a subcontractor or member of Joint Venture/ consortium for similar works and successfully obtained completion certificate from Employer at least once in any metro system of India”.	We TRAINANCE are the pioneers of the RRCS technology in the world, having first “developed over twenty eight years back in cooperation with SNCF, the French National Railways and have amongst the largest reference list of RRCS projects executed in the western world. However, as we were late entrants in the Indian market, we have not been able to secure any order yet in India. For the above reason, we request you to delete the words “of India”.	Refer corrigendum 2
12	Section VI. Employer’s Requirements - Technical Specification of Automatic Train Wash Plant (ATWP)	Clause no 2	2. Basic Parameters for the design of Retractable overhead conductor rail 4 Contact wire height from the TOR As per SOD	What is SOD?	Schedule of Dimensions (will be shared during design phase).
13	Section VI. Employer’s Requirements - Technical Specification of Automatic Train Wash Plant (ATWP)	Clause no 3.1 a and b	3.1 Overhead conductor rail a. The overhead conductor rail shall be fixed in repair line or workshop line of wimco nagar depot. The contractor shall do site survey before finalising the installation method. b. The transition from the conventional catenary system outside the repair bay to the overhead conductor rail shall be implemented by means of a transition element. At that point, usually in the repair bay entrance area, the conductor rail becomes a permanent installation. In an overlap area the overhead conductor rail shall be electrically and mechanically connected or disconnected when the Rolling stock enters or leaves the emergency repair bay. During the maintenance work the overhead conductor rail shall be electrically isolated by means of dis-connectors	Page 162 – Which track(s) is to be equipped? Paragraph 1 : The main purpose of this Retractable overhead conductor rail is to permit to freely let-in and let-out 6 car rake in emergency repair bay without interruption and without additional hauling systems. or Paragraph 3.1.a : The overhead conductor rail shall be fixed in repair line or workshop line of Wimco Nagar depot. The contractor shall do site survey before finalising the installation method.	The track mentioned in both paragraphs, pertains only to "emergency repair bay".

S.No	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
14	Section VI. Employer's Requirements - Technical Specification of Automatic Train Wash Plant (ATWP)	Clause no. 3.1 C - Overhead conductor rail	An earthing switch with an entry monitor shall ensure safe earthing. Design shall be in accordance with SIL 1 requirements.	Page 163 – Confirmation of scope: An earthing switch with an entry monitor shall ensure safe earthing. Is the earthing switch / disconnecter to be provided by the Retractable OHE contractor?	Yes
15	Section VI. Employer's Requirements - Technical Specification of Automatic Train Wash Plant (ATWP)	Clause no. 3.2 -e- Driving mechanism	An emergency stop switch shall be fitted to all motorized supports. When this button is pressed, no further movement of the overhead conductor rail is possible and the shifting process shall immediately be stopped. The emergency stop button shall lock automatically itself in the off position.	Page 163 – 3.2.e - Do you like to have the emergency stop for each motorized arm to be located at the bottom of each column ? Access to arms itself is restricted for safety reasons. An emergency stop switch shall be fitted to all motorized supports. When this button is pressed, no further movement of the overhead conductor rail is possible and the shifting process shall immediately be stopped. The emergency stop button shall lock automatically itself in the off position.	No change. Section VI - Employer's Requirements - Chapter 7 - Clause 3.2.e shall prevail.
16	Section VI. Employer's Requirements - Technical Specification of Automatic Train Wash Plant (ATWP)	Clause no. 3.3.1.f - Central control cabinet	ii- Position of the switches and the disconnectors in the track area v. Information about the safety monitoring viii. voltage transformers and the light signal control	How is the information from the transformers, disconnectors and other inputs made available ?	No change. Section VI - Employer's Requirements - Chapter 7 - Clause - 3.3.1.f shall prevail.
17	Section VI. Employer's Requirements - Technical Specification of Automatic Train Wash Plant (ATWP)	Clause no. 4 - Safety concept	G. Integration into an overall safety concept for the depot (e.g. with regard to crane position and train lifting gear). K. All necessary keys, accessories for implementing interlocks with roof access, jacks and EOT shall be supplied by retractable OHE contractor to the respective contractors.	Page 165 - 4. Safety concept g- Integration into an overall safety concept for the depot (e.g. with regard to crane position and train lifting gear) – What is the “Overall Safety Concept”- please provide the same. k- Is every peripheral equipment locked by key? How is the interlocking of the overhead crane done ? Can you confirm that it is up to Operator or Overhead Crane supplier to make sure that the crane is in parking position before locking it and releasing the key?	No change. Section VI - Employer's Requirements - Chapter 7 - Clause - 4 shall prevail.

S.No	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
18	Section VI. Employer's Requirements - Technical Specification of Automatic Train Wash Plant (ATWP)	Clause no. 5 - C - Signalling	Signalling by means of an LED strip light along the conductor rail shall also be available.	Page 165 – Point 5.c: Are the LED strip really necessary along the conductor rail (in addition to the requirement at point B). This is a lot of light visual information and it will detract attention from operators. Item 5.c is not recommended in addition to item 5.b.	No change. Section VI - Employer's Requirements - Chapter 7 - Clause - 5 shall prevail.
Bidder - 5 - Queries					
19	General	General	-	We request to define combination of lots which you intend to finalize under one turnkey contract & Identical Combination of lots will also enable Bidder's to offer best available technology at competitive rates. Same will be a common basis of evaluation of techno commercial offer of all interested Bidders. We request if tender Fees/EMD/pre-qualification criteria/award criteria/definition of substantial completion/forms of submissions-Undertaking of minimum local content/Price schedule etc. may be modified accordingly for the combined lots. An overall price schedule with Grand total Price of all lots may be allowed for purpose of evaluation. We request for the suitable modification to allow participation of turnkey management contractors for all the combined lots.	Existing tender conditions prevail. Also refer corrigendum no. 2.

S.No	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
20	Section III Evaluation and qualification criteria (W/O Prequalification)	2.4.2 (a)_Specific Experience	<p>Similar facility that have been satisfactorily and substantially completed as a prime contractor (single entity or JV member)between 1st January 2010 and the Bid submission deadline.</p> <p>The bidder share in the contract for completed facility shall not be less than the amounts defined below: One Similar Facility : INR 46,719,816 Or Two Similar Facility : INR 29,199,885 Or Three Similar Facility : INR 23,359,908</p>	<p>“Installed base of Retractable Catenary in India & commissioned is restricted to DMRC in Phase 3 project only (and others are in progress). In view of the above the EQC like One similar facility, Two similar facility & Three similar facility doesn't exist in India and would require modification to this clause.</p> <p>In view of the above it is requested to permit drawing out the experience of Associate / Affiliate firm of the Bidder (or Consortium Member) without their direct participation. “Associate” or “Affiliate” means, in relation to Bidder {and/or Consortium Members}, a person who controls, is controlled by, or is under the common control with such Bidder {or Consortium Member} (as used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person)”</p> <p>It is also requested to consider the credential in linear length (Average 100 metres) of RCR installed in India instead of financial value.”</p>	No Change. Existing tender conditions prevail.
21	Section VI Employer's Requirement Part 7	3.1 (a)	<p>The overhead conductor rail shall be fixed in repair line or work shop line of wimco nagar depot</p> <p>Wimco Nagar Depot tender Track Diagram</p>	<p>Clause 3.1 (a) of employer's requirement calls for fixing overhead conductor rail in repair line or work shop line. However as per tender track diagram of wimco nagar depot we could not identify repair line / work shop line.</p> <p>It is requested to provide clarity and eliminate inconsistency. It is also requested to provide the following details:</p> <ol style="list-style-type: none"> 1. Cross section drawing of Emergency repair bay. 2. Cross section of entry of SHED/Structure 3. Current arrangement of Emergency repair bay 4. Design & spacing of structure column and details of fixing arrangement where the I-section of the RCR to be installed. 5. Height of contact wire in the emergency repair bay. 	Repair line/ Workshop line to be read as "Emergency Repair Bay".

S.No	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
22	Section VI Employer's Requirement Part 7	3.1 (b)	The transition from the conventional catenary system outside the repair bay to the overhead conductor rail shall be implemented by means of a transition element. At that point, usually in the repair bay entrance area, the conductor rail becomes a permanent installation. In an overlap area the overhead conductor rail shall be electrically and mechanically connected or disconnected when the Rolling stock enters or leaves the emergency repair bay. During the maintenance work the overhead conductor rail shall be electrically isolated by means of dis-connectors	Provision of electrical and mechanical connection / isolation is feasible only in ares where RCR is installed. However in those locations only electrical connection / isloation is possible in ROCS. In view of the above it is requested to modify the clause as under: The transition from the conventional catenary system outside the repair bay to the overhead conductor rail shall be implemented by means of a transition element. At that point, usually in the repair bay entrance area, the conductor rail becomes a permanent installation. In an overlap area the overhead conductor rail shall be electrically and mechanically connected or disconnected when the Rolling stock enters or leaves the emergency repair bay. During the maintenance work the overhead conductor rail shall be electrically isolated by means of dis-connectors	Refer Corrigendum no. 2
23	Section VI Employer's Requirement Part 7	3.1 (c)	An earthing switch with an entry monitor shall ensure safe earthing. Design shall be in accordance with SIL 1 requirements.	As per our understanding SIL1 requirements can be achieved through an Isolator and earthing switch is not required. Kindly confirm.	No Change. Existing tender conditions prevail.
24	Section VI Employer's Requirement Part 7	3.3.1 (c)	All the error logs and other data shall be stored in this central control. The error logs in —Excell or —CSVl format shall be transmitted to the CMRL server.	It can be achieved by PLC. Please confirm	No Change. Existing tender conditions prevail.
25	Section VI Employer's Requirement Part 7	5 (c)	Signalling by means of an LED strip light along the conductor rail shall also be available.	The requirement call for will not provide 100% electrical isolation even after mechanical isolation since the LED lights will be connected to some source of power. As per our understanding provision of LED strip light along the conductor rail will defeat the purpose of RCR. In view of the above it is requested to delete this requirement.	No Change. Existing tender conditions prevail.
26	Section II BDS	18.7	The prices quoted by the Bidder shall be: fixed	Request you to please allow adjustment of Contract price on account of price variation	No Change. Existing tender conditions prevail.

S.No	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
27	Section VII GCC	13.3	The Contractor shall, within twenty-eight (28) days of the receipt of the Letter of Acceptance, provide a security in an amount equal to the advance payment calculated in accordance with the Appendix to the Contract Agreement titled Terms and Procedures of Payment, and in the same currency or currencies.	No amount of advance is provided in the Terms and procedures of payment. kindly provide the amount available for Advance Payment.	Refer Corrigendum no. 2
28	General	General	The Price bid for item of works will be in Excel format and shall be downloaded by the bidder and shall quote his prices against each Price Centre item which shall be inclusive of all taxes, duties etc.	Request you kindly provide the list of the applicable Labour Law with Rules. Further please confirm whether BOCW cess or BOCW welfare cess is applicable on Total value of contract Value or on service portion only?	Government of Tamilnadu labour laws including Minimum Wages Act shall be followed. Please refer Section VIII - PCC-14 and Corrigendum no.02
29	Section IV Bidding	Letter of Bid	Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.	As no format for Power of Attorney for person signing the bid is provided, please confirm whether General Power of Attorney can be submitted or kindly provide the format.	Refer Corrigendum no. 2
30	Section IV Bidding	Add Form 4: UNDERTAKING FOR MINIMUM LOCAL CONTENT	Add Form 4: UNDERTAKING FOR MINIMUM LOCAL CONTENT	Mentioned form is provided to comply with the minimum requirement of local content. However no requirement is provided in the ITB or BDS mentionig the minimum requirement of Local content. Request you to please clarify.	Refer Corrigendum no. 2
31	Section VIII PCC	PC 14	Clause 22.2.8 is modified as below:	For PC 14, it is mentioned as Clause 22.2..8 is modified whereas clause 22.2.2. is Funeral Arrangements	Refer Corrigendum no. 2
32	Section VIII PCC	PC 14	Contract shall pay all custom and import duties for the plant imported from abroad b. Employer will reimburse only GST.	Please confirm: a. "Contract" to be read as "Contractor" –and (b) if the Project qualifies under Project Import Benefit as per Chapter 98.01 of Customs Tariff Act to avail benefit of concessional rate of custom duty. Please confirm if the recommendation letter endorsed by Secretary of State Govt. under Project import regulations.	Project Import Benefit is not available for this project as on date.

S.No	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
33	Section VIII PCC	PC 14	Contract shall pay all custom and import duties for the plant imported from abroad b. Employer will reimburse only GST.	Please confirm if the Project qualifies under Project Import Benefit as per Chapter 98.01 of Customs Tariff Act to avail benefit of concessional rate of custom duty. Please confirm if the recommendation letter endorsed by Secretary of State Govt. under Project import regulations.	Project Import Benefit is not available for this project as on date.
34	Section VIII PCC	PC 14	Contract shall pay all custom and import duties for the plant imported from abroad b. Employer will reimburse only GST.	Please provide the IEC code for clearance of goods	IEC/HSN code applicable for the respective item shall be used.
35	Section VII GCC	Clause No. 10.7	In the event that the Employer shall be in breach of any of his obligations under this Clause, the additional cost incurred by the Contractor in consequence thereof shall be determined by the Project Manager and added to the Contract Price.	Breach of obligation of Employer's duty, Please include payment of Cost + Profit in case of any costs incurred due to delay not attributable to the Contractor	No Change. Existing tender conditions prevail.
36	Section VII GCC	Clause No 20	Design and Enginnering	Please include payment of Cost + Profit in case of any costs incurred due to delay not attributable to the Contractor	No Change. Existing tender conditions prevail.
37	Section VII GCC	Clause No 35	Unforeseen conditions	Please include payment of Cost + Profit in case of any costs incurred due to delay not attributable to the Contractor	No Change. Existing tender conditions prevail.
38	Section VII GCC	Clause No 36	change in law	Please include payment of Cost + Profit in case of any costs incurred due to delay not attributable to the Contractor	No Change. Existing tender conditions prevail.
39	Section VII GCC	Clause No 37	Force Majeure	Please include payment of Cost + Profit in case of any costs incurred due to delay not attributable to the Contractor	No Change. Existing tender conditions prevail.
40	Section VII GCC	Clause No 41	Suspension	Please include payment of Cost + Profit in case of any costs incurred due to delay not attributable to the Contractor	No Change. Existing tender conditions prevail.
41	Section VIII GCC	GC 8	Time for completion	Please add following statement at the end: "Contractual deadlines may change due to delays and/or disruptions in the supply chain or execution as a result of the Corona virus spread."	No Change. Existing tender conditions prevail.
42	Section VIII GCC	GC 30.1 (a)	Limitation of liability	Please add "loss of information and data" in the disclaimer to indirect and consequential losses	No Change. Existing tender conditions prevail.

S.No	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
Bidder - 6 - Queries					
43	Section VI - Employer's Requirements - Technical Specification of Self-Propelled Scissor Lift	Clause no. 2 (f)	Preferred colour - blue	Your preferred Colour - Blue - Our Machines is Orange in Colour. is it acceptable or We should Change.	No Change. Existing tender conditions prevail.
44	Section VI - Employer's Requirements - Technical Specification of Self-Propelled Scissor Lift	Clause no. 2 (a)	Overall Length 1800 to 2000 mm	Machine length - 1800 mm to 2000 mm - Our Machine is 1780 mm which is compact. But Not falling in your Range. Please confirm is it acceptable or length can be increased by 20 mm further.	No Change. Existing tender conditions prevail.
45	-	-	-	We request you to confirm the Qualification criteria for Participating only for scissor Lift.	Refer Section III - Evaluation and qualification criteria (W/O Prequalification) - Clause no.2 and corrigendum no.02.
Bidder - 7 - Queries					
46	Section III Evaluation and Qualification Criteria	Clause no. 2 Qualification	2.1 - Eligibility 2.2 - Historical Contract Non- Performance 2.3 - Financial Situation 2.4 - Experience	Can Premier India Agencies quote as bidder by forming consortium with OEM – Aquafriech, Germany and use credentials of OEM for meeting eligibility criteria – Kindly Confirm.	Yes, can quote by forming consortium. Credentials can be used only if JV/Consortium is formed.
47	Section I (Instruction to Bidder)	Clause no.11 - Document Comprising the Bid	The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.	Since this is an online bidding. Hence this clause is not applicable – Kindly Confirm.	Refer Section II - Bid data sheet - clause no. ITB 22.1

S.No	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
48	Section 1 (Instruction to Bidder)	18 Bid Prices and Discounts	<p>Plant manufactured within the Employer's country (Schedule No. 2):</p> <p>The price of the Plant shall be quoted on an EXW Incoterm basis (such as "ex-works," "exfactory," "ex warehouse" or "offthe- shelf," as applicable), and includes sales tax and all other taxes payable in the Employer's country on the Plant, as of twenty-eight (28) days prior to the deadline for submission of Bids, if the Contract is awarded to the Bidder.</p>	<p>Through this clause we understand that the price of the plant to be quoted on Ex-Works + all applicable taxes and other means of charges up to Destination.</p> <p>All these taxes has to be considered which are applicable twenty-eight (28) days prior to the deadline for submission of Bids, if the Contract is awarded to the Bidder – Kindly Confirm.</p>	<p>Please refer - Section VIII Particular comditions - Clause no. PC - 14 and Corrigendum no.02.</p>
49	Section II Bid Data Sheet	ITB 4.1	<p>A Bidder may be a firm that is a single entity or any combination of such entities in the form of a joint venture (JV) / Consortium under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV/ Consortium:</p> <p>(a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and</p> <p>(b) the JV/ Consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV/ Consortium is awarded the Contract, during Contract execution.</p> <p>Note: Wherever the word Joint Venture (JV) in this tender also implies consortium. The eligibility defined for each member of JV is also applicable for each member of consortium.</p>	<p>Can Premier India Agencies quote as lead bidder by forming consortium with OEM – Aquafrisch, Germany and use credentials of OEM for meeting eligibility criteria. Since, we cannot meet the eligibility criteria alone – Kindly Confirm.</p>	<p>Yes, can quote by forming consortium.</p> <p>Credentials can be used only if JV/Consortium is formed.</p>

S.No	Part/Section No.	Clause No.	Original Bid Condition	Bidder's Query	CMRL Response
50	Section VI Employer's Requirements	Part -1 Technical Specification of Automatic Train Wash Plant (ATWP) - Clause no.4	4 . General design requirements (i)The Plant shall be of proven design and design life shall be 30-years without rusting & corrosion in fixation base frame and structural components. The design life for mechanism, driving components, spray poles, brushes (except bristles) and others parts of the Plant shall be at least 15 years. No major structural repairs and major component replacement shall normally be required during the respective design life. The material & parts used for the same shall be specified in detail design stage.	Please confirm, if you wants Stainless Steel (SS) structure.	Please Refer - Section VI - Employer's Requirements - Part 1 - Clause no.5 (g) and corrigendum no.2.
51	Section VI Employer's Requirements	Part -2 - Technical Specification of Synchronized Mobile Lifting Jacks - Clause no.3.2	3.2 Drive Mechanism. (c) A rapid changing of the spindle nut without dismounting the jack and without additional hoists shall be possible.	This is not possible as for safety reason, we have to lift the cinematic chain, keep it on the bench and then remove spindly nut. Kindly accept this.	No change in technical specification.