

CHENNAI METRO RAIL LIMITED

PRE –BID QUERIES & REPLIES

TENDER ID: 2023_CMRL_738947_1

NIT NO: CMRL/ PR/DM-01/RT01/2023

Sl.No	Page No & Clause No	Clause Description	Bidder Queries	CMRL Replies
1	Page No : 2 &13 1. Invitation for Open Tender & Annexure V	The agency must have been Empanelled with Directorate of Information and Public Relations, Government of Tamil Nadu for Digital Media Marketing/Public Relations/Social Media/Branding	<p>1. Request deletion of this eligibility clause for maximum participation in the bid. Also request to amend Annexure 5 accordingly.</p> <p>Directorate of Information and Public Relations, Government of Tamil Nādu does not empanel agencies for Digital media. They empanel agencies for print media only.</p> <p>2. The above clause mandates the bidders to have empanelled with Directorate of Information and Public relations, Government of Tamil nadu. However, the said department only empanels agency for print media only. Directorate of Information and Public Relations department currently do not empanel social media agencies.</p> <p>We are eager to participate in this prestigious tender and to work with CMRL. Request you to kindly delete the above clause to enable us to participate in the tender.</p>	<p>Agreed</p> <p>May please refer to Addendum 01</p>
2	Annexure I Section 2. Scope of Work 2.1. Work Requirement for Digital Marketing Requirement, SI.No 6	Email Promotion on CMRL Products and Offers	1. We understand you are looking to avoid spam-free delivery in email campaigns, For that we need authentic data which needs to be provided by your office. So, please confirm if you would provide us.	Agreed Relevant content will be provided by PR Department.
			2. Whether ORM tool for analytics will be provided by you or the agency has to use its own?	Not Agreed Original Tender Conditions Prevails ORM tool for analytics must be owned by the Agency
2	Page No 6 6. CRITERIA FOR SELECTION	The Authority reserves the right to modify the evaluation process at any time during the RFP process , without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.	<p>Clarification</p> <p>1. Evaluation methodology cannot be modified post bid submission.</p> <p>2. Bids (Technical and Commercial) are submitted based on the evaluation process and terms and conditions mentioned in the RFP document. If the evaluation process/terms and conditions are modified then it must be communicated with the prospective bidders.</p>	<p>Agreed</p> <p>May please refer to Addendum 01</p>
3	Page No : 8, 7.4. Discharge of Bid Security of unsuccessful Bidder(s)	7.4. Discharge of Bid Security of unsuccessful Bidder(s) The Bid Security of unsuccessful Bidders will be discharged / returned after signing of the contract with the successful bidder and NO interest will be paid for the EMD amount.	7.4. Discharge of Bid Security of unsuccessful Bidder(s) The Bid Security of unsuccessful Bidders will be discharged / returned within 15 days after signing of the contract with the successful bidder and NO interest will be paid for the EMD amount.	Not Agreed Original Tender Conditions Prevails
4	Page No : 8, 7.5. Discharge of Bid Security of Successful Bidder	The Bid Security of the Successful Bidder shall be discharged only after the successful bidder(s) furnishes the Performance Securities as required and signing of Contract.	The Bid Security of the Successful Bidder shall be discharged within 15 days only after the successful bidder(s) furnishes the Performance Securities as required and signing of Contract.	Not Agreed Original Tender Conditions Prevails
5	Page No : 9, 7.9. Payment Terms/Terms of engagement	Engagement shall be on a monthly retainer model. Monthly payment will be made post auditing as per targets fixed and performance based. A quarterly evaluation will be done by the monitoring committee to assess the fulfilment of the deliverables.	Request to mention the payment timelines of submission of bills to CMRL and expected timeline of payment from CMRL from the date of submission of bills.	Agreed Payment will be made within 7 – 10 days.
6	Page No : 10,7.10. OTHER TERMS AND CONDITIONS	Successful Bidder is required to submit the Performance Security at 7.5 % of the accepted contract amount , Within Twenty-Eight days (28) from issue of Letter of Acceptance.	Request amendment as below: Successful Bidder is required to submit the Performance Security at 3 % of the accepted contract amount , Within Twenty-Eight days (28) from issue of Letter of Acceptance.	Not Agreed Original Tender Conditions Prevails.
7	Page No : 10, 7.11. Tenure of License	d) If in case of successful completion of the full term of the contract period i.e. 6 months , Interest Free Security Deposit/Performance Security of the Bidder shall be refunded after adjusting the outstanding dues, if any.	Request to clarify on the contract period duration. As per Clause 7.11 - a the contract period is for 1 year.	Typographical error may please refer to Addendum 01
			Also request to mention the no. of days within which the BG will be returned to the bidder after successful completion of the contract.	Not Agreed Please refer to Clause 7.13 (a) (1) is self-explanatory.

CHENNAI METRO RAIL LIMITED

PRE –BID QUERIES & REPLIES

TENDER ID: 2023_CMRL_738947_1

NIT NO: CMRL/ PR/DM-01/RT01/2023

8	Page No : 11, 7.13. Interest Free Performance Security	a) The selected Bidder shall submit “Performance Security to CMRL equivalent to 10% of contract value, of which: 1. 7.5% of the contract value shall be as performance bank guarantee from the public sector bank only with the validity up to 1 year. The Contractor is required to extend the PBG validity whenever is required. The PBG will be returned to the contractor upon the completion of work. 2. 2.5% shall be kept as retention amount till the end of contract period or till extended period if any. Retention money will be deducted from each bill at 2.5% of the bill value and the will be returned to the contractor upon the completion of work without any interest.	Request clarification on the amount of performance security. Page no. 10, Clause no. 7.10 -d mentions the performance security amount as 7.5% of Contract value. In this clause it is mentioned as 10%. Request to amend the performance security amount to 3% of contract value and request deletion of Clause 7.13 - a, 2: Retention amount of 2.5%	Not Agreed Original Tender Conditions Prevails.															
9		b) The successful contractor is required to submit performance bank guarantee for performance security from a Nationalized Public Sector Bank (PSU) ONLY.	Request to include scheduled commercial banks also as per the industry practice.	Not Agreed Original Tender Conditions Prevails.															
10	Page No : 12, 7.16. Penalty	Liquidated Damages/Delay damages: When time is essence of the contract, liquidated damages/delay damages are imposed on the agency for delay in the work. Total liquidated damages/delay damages so claimed shall not exceed 10% of the total contract amount.	Request amendment as below: When time is essence of the contract, liquidated damages/delay damages are imposed on the agency for delay in the work. Total liquidated damages/delay damages so claimed shall not exceed 5% of the total contract amount.	Not Agreed Original Tender Conditions Prevails.															
11		In case of non-deployment or absent of key personnel’s a penalty will be levied as below: · Rs. 6000/- (Rupees Six Thousand only) per day for Social Media Experts · Rs. 2500/- per day for other key persons or photographers/videographers	Request amendment as below: In case of non-deployment or absent of key personnel’s a penalty will be levied as below: · Rs. 3000/- (Rupees Three Thousand only) per day for Social Media Experts · Rs. 1000/- per day for other key persons or photographers/videographers	Not Agreed Original Tender Conditions Prevails															
12		3. The Agency has to complete the job assigned / as listed in the Key Deliverables section in Annexure-I, 2.1. Work Requirement for Digital Marketing Requirement within the stipulated time. If the agency is not completed or partially completed the set targets within the stipulated time, delay damages shall be levied as below: <table><tr><td>Sl.No</td><td>Description</td><td>Non Performance or delay</td><td>Max. delay damages in INR</td></tr><tr><td>1</td><td>Any of work mentioned in scope of work Annexure-1, Sl.No:1 to Sl.No:13.</td><td>Meeting the 80 % of the targeted requirements per month</td><td>5000</td></tr><tr><td>2</td><td>Any of work mentioned in scope of work Annexure-1, Sl.No:1 to Sl.No:13.</td><td>Meeting the 60 % of the targeted requirements per month</td><td>10,000</td></tr><tr><td>3</td><td>Any of work mentioned in scope of work Annexure-1, Sl.No:1 to Sl.No:13.</td><td>Meeting the 50 % of the targeted requirements per month</td><td>20,000</td></tr></table> The agency is liable to pay the compensation against the loss of cost & risk to the CMRL.	Sl.No	Description	Non Performance or delay	Max. delay damages in INR	1	Any of work mentioned in scope of work Annexure-1, Sl.No:1 to Sl.No:13.	Meeting the 80 % of the targeted requirements per month	5000	2	Any of work mentioned in scope of work Annexure-1, Sl.No:1 to Sl.No:13.	Meeting the 60 % of the targeted requirements per month	10,000	3	Any of work mentioned in scope of work Annexure-1, Sl.No:1 to Sl.No:13.	Meeting the 50 % of the targeted requirements per month	20,000	Request amendment: 1. Meeting the 80% of the targeted requirements per month: Max delay damages in INR: 2500. 2. Meeting the 60% of the targeted requirements per month: Max delay damages in INR: 5000. 3. Meeting the 50% of the targeted requirements per month: Max delay damages in INR: 10000.
Sl.No	Description	Non Performance or delay	Max. delay damages in INR																
1	Any of work mentioned in scope of work Annexure-1, Sl.No:1 to Sl.No:13.	Meeting the 80 % of the targeted requirements per month	5000																
2	Any of work mentioned in scope of work Annexure-1, Sl.No:1 to Sl.No:13.	Meeting the 60 % of the targeted requirements per month	10,000																
3	Any of work mentioned in scope of work Annexure-1, Sl.No:1 to Sl.No:13.	Meeting the 50 % of the targeted requirements per month	20,000																