

ARE04A Contract - Reply to Bidder Queries (Set-2)

SI no	Part/ Section No	Clause No.	Original Bid Condition	Bidder's queries	CMRL Response																																													
1	Part 1, Section- IV, Bidding Forms	4.4.18	<p>4.4.12 PRICE CENTRE 'RS-CMC' – Comprehensive Maintenance Contract of Rolling Stock for 15 years This Price Centre comprises of all requirements / activities associated with ERTS – CMC</p> <p>1 DETAILS ARE NOT TO BE SUBMITTED WITHIN THE TECHNICAL BID, THEY ARE TO BE FILLED AND UPLOADED IN THE PRICE BID DOCUMENT OF E-PROCUREMENT PORTAL ONLY.</p> <table border="1"> <thead> <tr> <th rowspan="2">MILESTONE NUMBER</th> <th rowspan="2">WORK DESCRIPTION</th> <th colspan="2">APPORTIONED AMOUNT</th> <th rowspan="2">Apportioned AMOUNT</th> </tr> <tr> <th>INR COLUMN A</th> <th>FC1 COLUMN B</th> </tr> </thead> <tbody> <tr> <td colspan="5">Obtain the "No Objection With Comments (NOWC) or Notice of No Objection (NONO)" from the Employer / Engineer for CMC Works:</td> </tr> <tr> <td>RS-CMC1-1</td> <td>Apportioned amount for 70 32 trainset : 1st Year (Quarter 1)</td> <td></td> <td></td> <td>0.30 % 1.00 %</td> </tr> <tr> <td>RS-CMC1-2</td> <td>Apportioned amount for 70 32 trainset : 1st Year (Quarter 2)</td> <td></td> <td></td> <td>0.30 % 1.00 %</td> </tr> <tr> <td>RS-CMC1-3</td> <td>Apportioned amount for 70 32 trainset : 1st Year (Quarter 3)</td> <td></td> <td></td> <td>0.30 % 1.00 %</td> </tr> <tr> <td>RS-CMC1-4</td> <td>Apportioned amount for 70 32 trainset : 1st Year (Quarter 4)</td> <td></td> <td></td> <td>0.30 % 1.00 %</td> </tr> <tr> <td>RS-CMC2-1</td> <td>Apportioned amount for 70 32 trainset : 2nd Year (Quarter 1)</td> <td></td> <td></td> <td>0.30 % 1.00 %</td> </tr> <tr> <td>RS-CMC2-2</td> <td>Apportioned amount for 70 32 trainset : 2nd Year (Quarter 2)</td> <td></td> <td></td> <td>0.30 % 1.00 %</td> </tr> </tbody> </table>	MILESTONE NUMBER	WORK DESCRIPTION	APPORTIONED AMOUNT		Apportioned AMOUNT	INR COLUMN A	FC1 COLUMN B	Obtain the "No Objection With Comments (NOWC) or Notice of No Objection (NONO)" from the Employer / Engineer for CMC Works:					RS-CMC1-1	Apportioned amount for 70 32 trainset : 1 st Year (Quarter 1)			0.30 % 1.00 %	RS-CMC1-2	Apportioned amount for 70 32 trainset : 1 st Year (Quarter 2)			0.30 % 1.00 %	RS-CMC1-3	Apportioned amount for 70 32 trainset : 1 st Year (Quarter 3)			0.30 % 1.00 %	RS-CMC1-4	Apportioned amount for 70 32 trainset : 1 st Year (Quarter 4)			0.30 % 1.00 %	RS-CMC2-1	Apportioned amount for 70 32 trainset : 2 nd Year (Quarter 1)			0.30 % 1.00 %	RS-CMC2-2	Apportioned amount for 70 32 trainset : 2 nd Year (Quarter 2)			0.30 % 1.00 %	<p>It is highlighted that in the present apportionment limit specified in the tender, there is no additional payment for cost incurred during overhauls which is there for recent Metro Tenders like Bhopal Indore(BH&IN-02), Bangalore Metro (BMRCL 5RS-DM) & Indian Railways Tender (IR100). Further in case of DMRC phase-IV Tender the apportionment % for Year wise CMC payment had been left open to the bidder to propose yearly payment based on bidder's maintenance schedule.</p> <p>It is reiterated that the current apportionment percentages is not as per the market standards and will lead to additional financial cost to the bid.</p> <p>In view of above, we propose following options:</p> <p>i) Option 1 :The apportionment amount for individual 'Milestones' for Price Centre 'RS-CMC' shall be left open to the bidder to propose year wise payment based on Contractor's maintenance schedule.</p> <p>ii) Option 2 :As an alternate option, higher percentages shall be incorporated to cover for the additional cost of intermediate & major overhauls.</p>	Refer Addendum SI. No. 1			
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3	Part 1, Section- IV, Bidding Forms	2. Schedule of Adjustment Data	<p align="center">Table D. For Price Centre RS-CMC (Applicable for INR)</p> <p>DETAILS ARE NOT TO BE SUBMITTED WITHIN THE TECHNICAL BID, THEY ARE TO BE FILLED AND UPLOADED IN THE PRICE BID DOCUMENT OF E-PROCUREMENT PORTAL ONLY.</p> <table border="1"> <thead> <tr> <th>Code</th> <th>Description</th> <th>Source</th> <th>Weightage</th> <th>Base value and date</th> </tr> </thead> <tbody> <tr> <td>a</td> <td>Non-adjustable (Fixed)</td> <td>N/a</td> <td>0.20</td> <td></td> </tr> <tr> <td>b</td> <td>All India Consumer Price Index for Industrial Workers for Chennai (CPI-IW)</td> <td>*i</td> <td>0.40</td> <td></td> </tr> <tr> <td>c</td> <td>Wholesale Price Index for Manufacture of Electrical Equipment (WPI-MEE)</td> <td>*ii</td> <td>0.20</td> <td></td> </tr> <tr> <td>d</td> <td>Wholesale Price Index for Manufacture of Computer, Electronic and Optical Products (WPIMCEOP)</td> <td>*iii</td> <td>0.20</td> <td></td> </tr> </tbody> </table> <p>Note: *i' -..... *ii' -..... *iii' -.....</p> <p>iv - Bidders shall submit the filled above table and include along with their Price bid and necessary proof.</p> <p>v - Bidders shall fill 'Column – base value and date' with value as on 28 days prior to last date of bid submission.</p>	Code	Description	Source	Weightage	Base value and date	a	Non-adjustable (Fixed)	N/a	0.20		b	All India Consumer Price Index for Industrial Workers for Chennai (CPI-IW)	*i	0.40		c	Wholesale Price Index for Manufacture of Electrical Equipment (WPI-MEE)	*ii	0.20		d	Wholesale Price Index for Manufacture of Computer, Electronic and Optical Products (WPIMCEOP)	*iii	0.20		<p>It is highlighted that the present price adjustment formulae is not reflecting the correct cost structure and hence may or may not cover the actual inflation in the project phase. Also, indices like WPI-MEE and WPIMCEOP are considered to be very volatile posing additional risk to contractor and employer.</p> <p>Moreover, the maintenance cost contribution of computer, electronics and optical product is hardly 5-10% for the Comprehensive Maintenance Contract. Hence, it is proposed for the Price adjustment formula in line with recent Indian Metro Tenders i.e. 20% fixed, 40% CPI-IW (base Year 2016) and 40% WPI for all commodities (base Year 2011-12) which also reflects the maintenance cost during the CMC period.</p> <p>In view of above we propose:</p> <table border="1"> <thead> <tr> <th>Code</th> <th>Description</th> <th>Source</th> <th>Weightage</th> <th>Base value and date</th> </tr> </thead> <tbody> <tr> <td>a</td> <td>Non-adjustable (Fixed)</td> <td>N/a</td> <td>0.2</td> <td></td> </tr> <tr> <td>b</td> <td>All India Consumer Price Index for Industrial Workers for Chennai (CPI-IW)</td> <td>*i</td> <td>0.4</td> <td></td> </tr> <tr> <td>c</td> <td>Wholesale Price Index for all Commodities (WPI)</td> <td>*ii</td> <td>0.4</td> <td></td> </tr> </tbody> </table> <p>Note: *i' – "CPI-IW" means the Consumer Price Index for Industrial Workers published by Labor Bureau, Government of India (Base Year 2016) and shall include any index which substitutes the CPIIW, and any reference to CPIIW shall, unless the context otherwise requires, be construed as a reference to the CPIIW published for the period ending with the preceding month. *ii' – "WPI" means the Wholesale Price Index for all commodities published by Economic Adviser, Ministry of Commerce & Industry, Government of India, Base Year 2011-12, GOI and shall include any index which substitutes the WPI for all commodities, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month. iv - Bidders shall submit the filled above table and include along with their Price bid and necessary proof. v - Bidders shall fill 'Column – base value and date' with value as on 28 days prior to last date of bid submission.</p>	Code	Description	Source	Weightage	Base value and date	a	Non-adjustable (Fixed)	N/a	0.2		b	All India Consumer Price Index for Industrial Workers for Chennai (CPI-IW)	*i	0.4		c	Wholesale Price Index for all Commodities (WPI)	*ii	0.4		Tender Condition Prevails.
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4	Part 2 – Section VI A: ERTS – Rolling Stock Chapter 15 – System Support	15.4 15.4.1 15.4.2 15.4.3	<p>MAINTENANCE, REPAIR AND OVERHAUL FACILITIES</p> <p>15.4.1 In order to support the Comprehensive Maintenance Contract (CMC) Works provided by the Contractor; the Contractor is obliged to establish localized facilities for a broad range of Maintenance, Repair and Overhaul (MRO) activities. The facilities shall be provided at the principal RS Maintenance Depot.</p> <p>15.4.2 A detailed list of MRO facilities shall be proposed by the Contractor as part of the Maintenance Philosophy submission. The list shall provide a detailed breakdown of all MRO facilities and equipment together with a full explanation of the usage application / maintenance tasks which each item shall accomplish.</p> <p>15.4.3 Types of MRO equipment to be provided by the Contractor, shall include, but not be limited to: a. Test and Repair workbench for Electronic Cards and Subsystems, which will minimally cover at least five (5) different train subsystems b. A mechanical workshop for teardown of at least five (5) mechanical Subsystems. c. Pneumatic overhaul and test facilities, for complete servicing of Brake Valves, Tread Brake Units, Air dryers, Main and Auxiliary Compressors, EP Valves etc. d. VAC maintenance and test bench</p>	<p>The present requirements of setting up facilities of Maintenance, Repair and Overhauls (MRO) will result in certain level of ambiguity as it is subject to interpretations.</p> <p>Further, as 15 years maintenance for the fleet is included in the scope of the bid, it shall be left open to the bidder to define the repair strategy which would be most economical for this size of fleet.</p> <p>Hence we propose the following options:</p> <p>Option1: To remove the requirement of setting up of MRO facility from the scope. Option 2: To specify the five (5) different train subsystems for Electronic Card Test and Repair workbench and five(5) mechanical Subsystems. Option 3: In a case if CMRL wants to have an estimate for MRO facility, this can be quoted as optional price outside the scope of bid evaluation.</p>	Refer Addendum SI. No. 4																																													

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5	Part 2 – Section VI A: ERTS – Rolling Stock Chapter 15 – System Support	15.4 15.4.1 15.4.2 15.4.4	MAINTENANCE, REPAIR AND OVERHAUL FACILITIES 15.4.1 In order to support the Comprehensive Maintenance Contract (CMC) Works provided by the Contractor; the Contractor is obliged to establish localized facilities for a broad range of Maintenance, Repair and Overhaul (MRO) activities. The facilities shall be provided at the principal RS Maintenance Depot. 15.4.2 A detailed list of MRO facilities shall be proposed by the Contractor as part of the Maintenance Philosophy submission. The list shall provide a detailed breakdown of all MRO facilities and equipment together with a full explanation of the usage application / maintenance tasks which each item shall accomplish. 15.4.4 Types of MRO equipment to be provided by the Contractor, shall include, but not be limited to: a. Test and Repair workbench for Electronic Cards and Subsystems, which will minimally cover at least five (5) different train subsystems b. A mechanical workshop for teardown of at least five (5) mechanical Subsystems. c. Pneumatic overhaul and test facilities, for complete servicing of Brake Valves, Tread Brake Units, Air dryers, Main and Auxiliary Compressors, EP Valves etc. d. VAC maintenance and test bench	Criticality - Tender requires minimum of 5 nos. each of Electronic, Mechanical, Brake and VAC test benches. - This being bundled tender, bidder is responsible for comprehensive maintenance. Therefore, this will add to overall cost which can be avoided. Changes Requested - Our request is to either delete this requirement or to limit the requirement to only specific list of Electronics and Mechanical test benches to optimize the project cost.	Refer Addendum SI. No. 4
6	Part 3 : Section VIII Particular Conditions (Part B: Specific Provisions)	1.1.3.13	Add a new Sub-Clause 1.1.3.13: "Comprehensive Maintenance Contract (CMC) Period" or "CMC Period" defines the period during which the Contractor shall be responsible for undertaking comprehensive maintenance of Rolling Stock. Commencement of the CMC Period is defined in Part 3 Section VIII PCC I(Part B) SI. No. 31. Requirements during the CMC Period are described in Part 2 – VI C ERTS – CMC RS and DM&P. Any extension of DLP / DNP beyond the start of the CMC Period will result in the following Consequences : Only For Rolling Stock:- There shall be no delay in the start of the CMC Period, however, if the DLP / DNP extension arose on account of non-fulfilment of the Reliability Demonstration targets for Rolling Stock (as defined in Part 2, Section VI A, ERTS-RS clause 18.6) then payments made against RS-CMC Price Centres shall be reduced by 65%. This notional price reduction is to offset costs for the portion of CMC Works that are Corrective Maintenance in nature and would otherwise have been undertaken by the Contractor through an extension of the Warranty Period. The price reduction shall prevail until such time that the DLP / DNP extension for Rolling Stock ends.	Since this is Supply cum Maintenance contract, it would be the responsibility of the Contractor to carry out maintenance during the DNP/DLP and CMC phase and achievement of performance requirements(KPIs), thereby bidder request to delete this clause. Please also note that Corrective Maintenance is not the major cost contributor in CMC payment and accounts only for 20-25 % of CMC fee for the year. Further it is highlighted that MDBF target may not be achieved during DLP period due to other factors apart from the design of train such as larger headways due to lower ridership, smaller mainline network etc. which result in lesser annual mileage achieved than the designed mileage of 1,50,000 km. Hence these are beyond the control of the Contractor. In view of above, it is requested to delete this CMC fee reduction clause in case of DLP extension.	Refer Addendum SI. No. 6
7	Part 3 : Section VIII Particular Conditions (Part B: Specific Provisions)	1.1.3.13	Add a new Sub-Clause 1.1.3.13: "Comprehensive Maintenance Contract (CMC) Period" or "CMC Period" defines the period during which the Contractor shall be responsible for undertaking comprehensive maintenance of Rolling Stock. Commencement of the CMC Period is defined in Part 3 Section VIII PCC I(Part B) SI. No. 31. Requirements during the CMC Period are described in Part 2 – VI C ERTS – CMC RS and DM&P. Any extension of DLP / DNP beyond the start of the CMC Period will result in the following Consequences : Only For Rolling Stock:- There shall be no delay in the start of the CMC Period, however, if the DLP / DNP extension arose on account of non-fulfilment of the Reliability Demonstration targets for Rolling Stock (as defined in Part 2, Section VI A, ERTS-RS clause 18.6) then payments made against RS-CMC Price Centres shall be reduced by 65%. This notional price reduction is to offset costs for the portion of CMC Works that are Corrective Maintenance in nature and would otherwise have been undertaken by the Contractor through an extension of the Warranty Period. The price reduction shall prevail until such time that the DLP / DNP extension for Rolling Stock ends.	Criticality - If bidder is unable to prove Reliability targets than DNP will get extended and RS-CMC payment will be reduced by a significant 65%. -This is a huge risk, as Reliability target achievement is not only dependent on Train design and performance but also on operating corridor length, Annual mileage, operation frequency etc. which are generally lower in DNP period. - Penalty of 65% CMC payment will have considerable impact on bidder's risk provisions and thereby overall project cost. Changes Requested As the bidder is responsible for preventive and corrective maintenance during entire DNP and CMC period, we request deletion of 65% CMC payment reduction clause. Penalties associated with Reliability and Maintenance KPIs are already available with employer to address non performance of contractor and therefore reduction of Maintenance fees of 65% will be double dipping.	Refer Addendum SI. No. 6
8	Part 2 – Section VI A: ERTS – Rolling Stock Chapter 18 – Systems Assurance Part 2 – Section VI C: ERTS – CMC of RS and DM&P (Chapter 2 – Management of Maintenance Depot) Part-3 Section VII. General Conditions	18.13.2.2 2.3.2 vii) 4.19	The Contractor shall arrange its own furnishing, security etc. Charges for the electricity consumption (for the site office area only) shall be payable by the Contractor at the prescribed rates. Maintenance obligations of CMRL CMRL receives the electricity at its receiving substations and then distributes it to the Maintenance Depot for traction and non-traction usage. Details shall be shared after award of Contract. The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Employer's Requirements, for the tests. The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Employer's Requirements. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed. The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.	As per Clause 18.13.2.2, bidder understands that during CMC period also the Contractor shall pay for the electricity consumption for Contractor's Site Office (100 sqm area as defined at Clause 18.13.2.1) only. Please confirm that our understanding is correct. As requested above, please confirm that Contractor shall pay for the electricity consumption for Contractor's Site Office (100 sqm area as defined at Clause 18.13.2.1) only in CMC period also.	Tender Condition Prevails.
9	Part 2 – Section VI A: ERTS – RS Chapter 18 – Systems Assurance Part 2 – Section VI C: ERTS – CMC of RS and DM&P (Chapter 2 – Management of Maintenance Depot) Addendum 1	18.13.2.9 2.3.1 vii) S. No. 55	The Contractor shall be responsible for making applications or requests to the concerned Authorities for availing of the above facilities. In the event that electricity or water supplies are arranged by another Designated Contractor in the Designated Depot(s) area, the Contractor may avail himself of those supplies from the Designated Contractor, either directly on agreed terms and conditions. The Contractor shall comply with all regulations of the utility companies and Government departments concerned. The Contractor shall optimize the consumption of the water required for maintenance and other Project activities. Considering the scarcity of the water resources at present & in future, the Contractor by all innovative means shall progressively make efforts to limit the water consumption. Not Used.	As requested previously and in response to Addendum 1, SI.No.55, please clarify if water supplies will be made available free of cost to the Contractor in the CMC period? If no, please provide water consumption and water supply charges details presently being paid by CMRL at similar depots for reference purpose to the bidder.	Tender Condition Prevails.

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10	Part 2 – Section VI C: ERTS – CMC of RS and DM&P (Chapter 3 – Operation Plan)	1.17 1.18 1.20.2 3.3.4 3.3.5 3.3.6 3.4 3.5	KEY PERFORMANCE INDICATORS (KPI) – ROLLING STOCK PASSENGER SAFETY & COMFORT KEY PERFORMANCE INDICATORS (KPI) – MAINTENANCE Whenever, the Contractor gets any Deductions / Penalties of >8% of Quarterly CMC payments for TWO (2) consecutive quarters, then CMRL reserves the right to Terminate the Works in accordance with GCC. RS Availability Damages RS Penalties on Service Failures DM&P Availability Target OPERATION OF DEPOT M&P ASSETS: PENALTY REGIME FOR DEPOT M&P ASSET MAINTENANCE COMPLIANCE:	It is observed that additional KPIs have been introduced in Addendum 01. Since Comprehensive Maintenance of Rolling Stock is in scope of contract, the Contractor is responsible for performance of Rolling Stock. These clauses calls for multiple penalties on account of performance and results in double dipping of penalties, bidder therefore requests to delete the penalty defined under Clauses 1.17,1.18, 3.3.6, 3.4 & 3.5. Further Clause 1.20.2 calls for termination of contract in case penalties are greater than 8% of quarterly CMC payment for two consecutive quarters which is an additional risk to the Contractor. Hence it is requested to delete this clause. Accordingly bidder requests to retain only the penalty at Clause 3.3.4 & 3.3.5 and delete the other penalty KPIs as it leads to double dipping of penalties and poses an additional risk to the Contractor. This is also consistent with recent tenders like DMRC RS17, BMRCL 5RS-DM.	Tender Condition Prevails.
11	Part 2 – Section VI C: ERTS – CMC of RS and DM&P (Chapter 3 – Operation Plan)	3.3.4 3.3.5	RS Availability Damages RS Penalties on Service Failures New Clause for Cap on Penalty	It is requested to keep the capping on Penalty on account of KPIs applicable for CMC limited to 10% of Annual CMC value.	Tender Condition Prevails.
12	Part 2 – Section VI C: ERTS – CMC of RS and DM&P	1.17.4, KPI 1	PAPIS System a) Non-functioning / broadcasting of any passenger announcement in a car. b) Non-functioning / broadcasting of any display (DRM, FD, ID, advertisement etc) in a car. c) Non-functioning of PEI in a car. d) Non-functioning of any internal and external door indicator in a car.	As requested above, it is requested to delete this KPI at Clause 1.17.4. As an alternate option, bidder requests for following: Bidder Request to Modify this clause as follows: a) Non-functioning / broadcasting of any passenger announcement in a car. Loss of complete passenger announcement in a car b) Non-functioning / broadcasting of any display (DRM, FD, ID, advertisement etc) in a car. Loss of complete of display (DRM & ID) in a car c) Non-functioning of PEI in a car Loss of complete PEI in a car . d) Non-functioning of any internal and external door indicator in a car. Loss of complete Internal and External Indicator Allowable Failure: Bidder also request to consider 10 Nos. of allowable failures for the fleet per month instead of 4 failures per month. Justification: Bidder understand that loss of functioning of any one/two speakers or one /two display broadcasting will not lead to discomfort to passenger, as we have sufficient number of speakers, displays, PEI in each car for passengers. Passengers can utilize any of the nearest PEI in case of emergency and the audio- visual information will be available through other display and loud speaker. Moreover for FDI, we have displays at the platform as well as External side display (ESD) in the train, hence failure of FDI will not lead to discomfort for passengers.	Tender Condition Prevails.
13	Part 2 – Section VI C: ERTS – CMC of RS and DM&P	1.17.4 KPI 3	Saloon / Detrainment Door a) Failure of train door opening automatically. b) Failure of door closing in a car. c) Isolation of any door in a car. d) Emergency Door opening and closing failure.	As requested above, it is requested to delete this KPI at Clause 1.17.4. As an alternate option, bidder requests for following: Clarification: Bidder Request to modify the a, b & c failure scenario clauses and consider the below: a) Failure of train door opening automatically. b) Failure of door closing in a car. c) Isolation of any door in a car. •Isolation of 2 door per side Justification: Isolation of 2 door per side can lead to discomfort to passengers. Allowable Failure: Bidder request to consider 6 Nos. of allowable failures/month instead of 2 failures/month in the fleet.	Tender Condition Prevails.
14	Part 2 – Section VI C: ERTS – CMC of RS and DM&P	1.17.4 KPI 4	VAC System a) Temperature and Humidity are not maintained as defined in VAC chapter in a car. b) Nonfunctioning of Emergency Inverter in a car. c) Non-functioning of a VAC in a car.	As requested above, it is requested to delete this KPI at Clause 1.17.4. As an alternate option, bidder requests for following: Clarification Bidder Request to remove the failure scenario. a) Temperature and Humidity are not maintained as defined in VAC chapter in a car. a) Nonfunctioning of Emergency Inverter in a car. c) Non-functioning of a VAC in a car. a)Non functioning of both VACs in a car Justification: If functioning of one HVAC can maintain the defined temperature in a car , then it will not lead to discomfort to the passenger. Allowable Failure: Bidder request to consider 8 Nos. of allowable failures/month instead of 4 failures/month in the fleet.	Tender Condition Prevails.
15	Part 2 – Section VI C: ERTS – CMC of RS and DM&P (Chapter 5 – Asset Maintenance Management System (AMMS))	5.2.5	The Contractor shall procure / provide sufficient number of licenses to operate, manage & monitor the AMMS. The Contractor shall transfer the licenses to CMRL at the end of the CMC Period which shall be further valid for the period of at least one year after completion of CMC. In addition, the Contractor shall also provide TWO fully functional AMMS terminals (Latest version laptop) to CMRL maintenance personnel to access the real time information of maintenance and enable CMRL for the generation of reports. CMRL shall also be able to generate service requests from their terminals. The Contractor shall make suitable arrangement to securely store the database of AMMS system.	It is submitted that the AMMS solution is a proprietary solution of the bidder. Hence the same cannot be transferred. The bidder will build interface to the employer's SAP or similar ERP solution and the KPI data will be shared during entire contract period and at the end of the CMC period we will handover all the data by extracting the same from our AMMS. Accordingly we request you to delete the requirement of handing over of AMMS terminal to CMRL and the access to the CMRL personnel for generating service request.	Tender Condition Prevails.
16	Part 2 – Section VI C: ERTS – CMC of RS and DM&P (Chapter 5 – Asset Maintenance Management System (AMMS))	5.2.5	The Contractor shall procure / provide sufficient number of licenses to operate, manage & monitor the AMMS. The Contractor shall transfer the licenses to CMRL at the end of the CMC Period which shall be further valid for the period of at least one year after completion of CMC. In addition, the Contractor shall also provide TWO fully functional AMMS terminals (Latest version laptop) to CMRL maintenance personnel to access the real time information of maintenance and enable CMRL for the generation of reports. CMRL shall also be able to generate service requests from their terminals. The Contractor shall make suitable arrangement to securely store the database of AMMS system.	Further even in case of AMMS systems available in the market (eg. SAP and Maximo), the license is not transferrable to employer at the time of handover. And it has to be procured directly from the respective developer of the AMMS system. Hence we request CMRL to remove this requirement of transferring the license to CMRL at the end of CMC period.	Tender Condition Prevails.

ARE04A Contract - Reply to Bidder Queries (Set-2)

SI no	Part/ Section No	Clause No.	Original Bid Condition	Bidder's queries	CMRL Response	
17	Battery	9.6.9. (ii)	# Note: 24hrs is the minimum duration of Sleep Mode condition which must be achieved (and demonstrated by the Contractor) before the battery charge depletes to the level where the voltage supervision orders a full shutdown of the train. Battery voltage supervision shall always be available when the train is in Sleep Mode.	<p>Justification: Bidder would like to inform that sleep mode of 24 hrs is on higher side and it is leading to oversizing of the battery there by increasing the cost & weight of the car. Normally 06 hrs sleep mode is considered in GoA4 as per rex from other projects like ML3, DMRC RS10, RS17, Bhopal/Indore. However, in ARE03A we have agreed for 16 hrs of sleep mode hence we request to consider 16hrs sleep mode for current tender.</p> <p>Amendment Requested: # Note: 16hrs 24hrs is the minimum duration of Sleep Mode condition which must be achieved (and demonstrated by the Contractor) before the battery charge depletes to the level where the voltage supervision orders a full shutdown of the train. Battery voltage supervision shall always be available when the train is in Sleep Mode.</p>	Tender Condition Prevails.	
18	Coupler cut-out	4.7.3	Each coupler shall include cut-out cocks for manual pneumatic isolation. The location of the cutout cocks shall allow access to operate from both the exterior of the train (at platform level) as well the interior (near the Emergency Operator's Desk).	<p>Justification: Bidder would like to inform that normally uncoupling is performed through the uncoupling switch/Push button available at driver desk. Utility of coupler cut out cock is only in case of magnetic valve failure also the uncoupling is normally done within the depot premises. Accordingly bidder request deletion of this requirement.</p> <p>Amendment Requested: Each coupler shall include cut-out cocks for manual pneumatic isolation. The location of the cutout cocks shall allow access to operate from both the exterior of the train (at platform level) as well the interior (near the Emergency Operator's Desk).</p>	Tender Condition Prevails.	
19	EPBAC	12.16.4	The Contractor shall provide an EPBAC in the cab area to allow an onboard shunter to rapidly vent the MR pressure to apply the parking brakes on the dead train in case of an emergency. The EPBAC handle shall be located behind a clearly labelled access flap.	<p>Justification: Bidder would like to inform that PB isolation cock is already available in each saloon car which can be used for applying PB with faster response as it will release the air pressure in Parking brake line and apply PB instantly. EPBAC cock within the cab to vent MR pressure is not required as it will take very long time to apply Parking Brake.</p> <p>Accordingly, bidder request to delete this requirement.</p>	Tender Condition Prevails.	
20	Gear Box	17.5.2.16 (b)	The test shall be started with the unit at room temperature 55°C. A fan or other device may be provided so that in-service airflow conditions are simulated. The temperature rise measured in the oil sump shall not exceed the gear oil supplier's recommendations for maximum temperature consistent with the life between oil changes, as called out in the Contractor's maintenance manuals. The direction of rotation shall be reversed every 8 hours, until the 100 hour test is completed.	<p>Justification: Bidder would like to inform that the temperature performance test is done in 55°C and fatigue test is done at room temperature likewise in other Indian contracts including ARE02A. Moreover, supplier doesn't have facility to perform the fatigue test at 55°C hence it is requested to keep the clause same as in RFP (in line with ARE02A).</p> <p>Amendment Requested: The test shall be started with the unit at room temperature 55°C. A fan or other device may be provided so that in-service airflow conditions are simulated. The temperature rise measured in the oil sump shall not exceed the gear oil supplier's recommendations for maximum temperature consistent with the life between oil changes, as called out in the Contractor's maintenance manuals. The direction of rotation shall be reversed every 8 hours, until the 100 hour test is completed.</p>	Tender Condition Prevails.	
21	Transformer	10.8.3	The main transformer shall be designed to conform to IEC 60310 and the temperature rise limits of windings and oil shall correspond to IEC 60310 limits (minus 20o C if forced cooling is adopted). The insulation class of main transformer shall be minimum Class F.	<p>Justification: Bidder would like to inform that insulation in the transformer is decided based on the thermal characteristics required for load cycle. Hence minimum insulation of class F type may not be necessarily required. Accordingly, bidder request to CMRL to provide flexibility for selection of insulation class on basis of OEM recommendation.</p> <p>Amendment Requested: The main transformer shall be designed to conform to IEC 60310 and the temperature rise limits of windings and oil shall correspond to IEC 60310 limits (minus 20o C if forced cooling is adopted). The insulation class of main transformer shall be minimum Class F.</p>	Tender Condition Prevails.	
22	Display	13.7.1.16.1	6 no's of LCD with LED backlit displays (or superior technology) shall be provided inside each coach. Screens shall be at least 27 inches corner to corner and 16:9 aspect ratio. Display locations and specification shall be submitted for CMRL approval.	<p>Justification: Bidder would like to request to keep the requirement in line with other projects like DMRC RS17, ARE03A etc. so that the proven standard product available in the market can be used.</p> <p>Amendment Requested: 6 no's of LCD with LED backlit displays (or superior technology) shall be provided inside each coach. Screens shall be at least 27 21 inches corner to corner and 16:9 aspect ratio. Display locations and specification shall be submitted for CMRL approval.</p>	Tender Condition Prevails.	
23	Part 3, Section - VIII Part A Contract Data,	S.No. 18, Clause 14.2	Interest free Mobilization Advance to a maximum of 10% of the Accepted Contract Amount (Excluding Taxes & Duties, Provisional Sum and Price Centre 'RS-CMC') is payable in INR only . Mobilization advance shall be paid in two equal instalments .	Bidder requests for Advance payment of 15% (interest free) payable in two parts : 10% & 5% for the total contract amount (as in the initial RFP) payable in respective currencies as awarded in contract.	Tender Condition Prevails.	
24	Part-1, Section – IV 3.1.3		As single rate of custom duty is available under project imports scheme under heading 98.01 of Custom Tariff Act 1975 for import of capital goods, the advantage of the same may be considered under project import scheme. After award of the Contract, Employer at the written request of a Contractor shall facilitate the Contractor for obtaining sponsoring / recommendation letter from the Ministry of Housing and Urban Affairs (MoHUA) / GOI for getting themselves registered for availing Project Import benefits. However, the responsibility to avail the concessional benefits under Project Import or otherwise as extended in accordance with the law of the land shall solely rest with the Contractor.	<p>As per pre-bid clarifications, we understand that the Employer will issue a sponsorship letter in the name of the Contractor.</p> <p>Request you to please confirm the Applicability of Concessional custom duty for sub-contractors import.</p>	Tender Condition Prevails.	
25	Part 3/Section - VIII Particular Conditions (Part A: Contract Data)	S.No. 24, Clause 18.2	24. Maximum amount of deductibles for insurance of the Employer's risks	18.2(d) INR 1,00,000 /-	We request customer to please remove the deductibles capping here. Insurance Deductibles shall be decided by the Insurer based on various factors/conditions/nature of project/duration.	Tender Condition Prevails.
26	Part 3/Section - VIII Particular Conditions (Part A: Contract Data)	S.No. 25, Clause 18.2	25. Minimum amount of third party insurance	18.3 In case of death, INR 50,00,000 per person in each case. In case of permanent disability, INR 25,00,000 per person in each case. In case of partial disability, INR 10,00,000 per person in each case. In case damage to facility, the Contractor shall be responsible for full coverage of damages without limit of occurrences. Hence, the amount shall be decided by the Contractor based on his experience.	<p>Without capping the Max limit in the policy (i.e Unlimited Occurrences), Insurer's doesn't provide TPL cover in India.</p> <p>So, we request to please provide TPL cover with 25 Crs limit per year. Please confirm.</p>	Tender Condition Prevails.
27	Part-1, Section – IV		4.2 Pricing Summary (BID TOTAL) Allowable Apportionment: Price Centre RS-C: 44.45% Price Centre RS-E: 5.6% Price Centre RS-F: 4.9%	<p>As the bidder would incur most of its costs upon delivery of the train sets. Actual cost incurred for T&C (CC: E) and ITC (CC: F) are lower than the allowable apportionment mentioned in bid document, hence we request you amend the Price Center C,E,F as below:</p> <p>Price Centre RS-C: 52.85% Price Centre RS-E: 1.4% Price Centre RS-F: 0.7%</p>	Tender Condition Prevails.	

ARE04A Contract - Reply to Bidder Queries (Set-2)

SI no	Part/ Section No	Clause No.	Original Bid Condition	Bidder's queries	CMRL Response																																																																		
28	Part 3: Section VIII 13 Variations and Adjustments		Quantity variation Variations may be initiated by the Engineer at any time during the performance of the Contract, either by an instruction or by a request for the Contractor to submit a proposal". Reference shall be made to Part 1 - Section IV – Bidding Forms – 'Instructions for completing the Pricing document' – Cl. 3.3 for Quantity variation conditions.	Bidder proposes to keep the quantity variation timeline as per clause 3.3 of Part 1 - Section IV – Bidding Forms – 'Instructions for completing the Pricing document' 'remove this amendment i.e. "the Employer may exercise this option at anytime prior to the date that is twelve (12) months' before the scheduled date for delivery of the last trainset." Bidder would require time to plan the resources and manufacturing facility to meet the quantity variation order.	Tender Condition Prevails.																																																																		
29	Part 3: Section VIII 13 Variations and Adjustments		Quantity variation Variations may be initiated by the Engineer at any time during the performance of the Contract, either by an instruction or by a request for the Contractor to submit a proposal". Reference shall be made to Part 1 - Section IV – Bidding Forms – 'Instructions for completing the Pricing document' – Cl. 3.3 for Quantity variation conditions.	Criticality -for the option quantity, Bidder is only entitled to receive 78.5% of the Supply Contract Value. -This is significantly low value considering design value is approx. 10% of Base Contract value and therefore reduction of 21% impacts overall cost of the bid. -Secondly, above can be exercised by employer, during entire performance period (Supply +CMC period) Changes Requested Our request is to exercise option quantity at 90% of supply price as being followed in all RS tenders in India. Timeline to exercise this clause should be any time prior to twelve (12) months before delivery of the last trainset to secure commitment from suppliers and secure production planning.	Tender Condition Prevails.																																																																		
30	Part-1, Section – IV	2. SCHEDULE OF ADJUSTMENT DATA	<table border="1"> <thead> <tr> <th>(a)</th> <th>(b)</th> <th>(c)</th> <th>(d)</th> <th>(e)</th> <th>(f)</th> <th>(g)</th> </tr> <tr> <th>Index Code</th> <th>Index Description</th> <th>Source of Index</th> <th>Base value and date</th> <th>Currency of Index</th> <th>Weightage #</th> <th>Weightage to be filled by Bidder</th> </tr> </thead> <tbody> <tr> <td></td> <td>Non-adjustable (Fixed)</td> <td>---</td> <td>---</td> <td></td> <td>0.33</td> <td>0.33</td> </tr> <tr> <td>L₁</td> <td>Labour</td> <td>All India Consumer Price Index for Industrial Workers Published by RBI Bulletin (base year 2015)</td> <td></td> <td></td> <td>0.10 ~ 0.25</td> <td></td> </tr> <tr> <td>S₁</td> <td>Stainless steel (Cr)</td> <td>CRU</td> <td></td> <td></td> <td>0.15 ~ 0.25</td> <td></td> </tr> <tr> <td>A₁</td> <td>Aluminium</td> <td>ALCOA</td> <td></td> <td></td> <td>0.10 ~ 0.30</td> <td></td> </tr> <tr> <td>F₁</td> <td>Carbon Steel</td> <td>CRUspi</td> <td></td> <td></td> <td>0.04 ~ 0.10</td> <td></td> </tr> <tr> <td>C₁</td> <td>Copper</td> <td>LME</td> <td></td> <td></td> <td>1.00</td> <td>1.00</td> </tr> <tr> <td colspan="6">Total</td> <td>1.00</td> </tr> </tbody> </table>	(a)	(b)	(c)	(d)	(e)	(f)	(g)	Index Code	Index Description	Source of Index	Base value and date	Currency of Index	Weightage #	Weightage to be filled by Bidder		Non-adjustable (Fixed)	---	---		0.33	0.33	L ₁	Labour	All India Consumer Price Index for Industrial Workers Published by RBI Bulletin (base year 2015)			0.10 ~ 0.25		S ₁	Stainless steel (Cr)	CRU			0.15 ~ 0.25		A ₁	Aluminium	ALCOA			0.10 ~ 0.30		F ₁	Carbon Steel	CRUspi			0.04 ~ 0.10		C ₁	Copper	LME			1.00	1.00	Total						1.00	The Referred Price Variation clause is not representative of the overall cost structure of the bid. Also as you would be well aware about the fluctuation dynamics in the commodity prices & indices, it would be hard for the bidder to predict the trend during the course of the contract. Thereby request you to slightly modify the clause as below. Non Adjustable : 10% Labour : 33% CRU Stainless Steel : 10% Carbon Steel : 10% Copper LME : 7% WPI All Commodities : 30%	Tender Condition Prevails.			
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31	Part-1, Section – IV	3.3.2	The Price of each 3-car train-set to be supplied against Quantity Variation shall be derived from the contracted cost of the original tendered quantity, against 'RS-C', 'RS-E' and 'RS-F' (in case of indigenous supply).	In line with other metro project like DMRC RS 17, Bangalore 5 RSDM, Bidder requests to consider the price determination formula for additional quantities . Thereby price per 3 Car Trainset shall be (90% of the Lump sum price (Rolling stock) excluding Price Centre RS-CMC) divided by 32 Train sets.	Tender Condition Prevails.																																																																		
32	Part-3, Section - VIII Particular Conditions (Part B: Specific Provisions)	Clause 11.1	DLP / DNP for Rolling Stock shall start from the date of issuance of Taking-over Certificate (TOC) for the 1st trainset and the fleet DNP / DLP ends two years after the TOC date of the 32nd Trainset.	It is requested that DLP for each trainset should be limited to 24 months after the acceptance of each respective trainset due to the following reason: 1. Please note that in a situation where ROD of partial trains are taken over due to infrastructure or any reason not attributable to Contractor, then the DLP of the Trains will be unlimited, unknown and cannot be determined by the Employer or Contractor. Considering above, we request CMRL to start CMC train-wise and not depend on ROD of last trainset.	Tender Condition Prevails.																																																																		
33	Part-3, Section - VIII Particular Conditions (Part B: Specific Provisions)	Clause 11.1	DLP / DNP for Rolling Stock shall start from the date of issuance of Taking-over Certificate (TOC) for the 1st trainset and the fleet DNP / DLP ends two years after the TOC date of the 32nd Trainset.	Criticality - DNP for Rolling Stock commences from the issuance date of taking over Certificate (TOC) for the 1st trainset, and ends two years after the TOC of the 32nd Trainset. - Due to above condition, DNP for the initial trains will be minimum 3 years which will add to overall cost of the project. - Further, if there is delay in project for reasons beyond contractor's control, DNP for entire fleet is likely to be extended and therefore bidder will have to consider additional risk provision increasing the overall cost. Changes Requested Our request is to keep DNP in line with ARE03A Contract wherein DNP for each trainset is for 2 years and not linked with last train. This will optimize overall cost for the project.	Tender Condition Prevails.																																																																		
34	Section – VIII Part-B	Clause 17.6	The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free Issue Material], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the following sums: 1) Limitation of Liability During the Project Period = Accepted Contract Amount – Less [Price Centre 'RS-CMC'] 2) Limitation of Liability During the CMC Period = Price Centre 'RS-CMC'	Limitation of liability for Comprehensive Maintenance Contract should be limited to yearly contract value as per the internationally accepted practice. Also, maintenance is a rolling activity and hence the liability cap should be related to the year in which it is carried out. Requested modification "The total liability of the Contractor to the Employer,, shall not exceed the following sums: 2) Limitation of Liability During the CMC Period = proportionate Annual Contract value of RS-CMC"	Tender Condition Prevails.																																																																		
35	Section – VIII Part-B	Clause 20.2	The Contractor has to pay the entire amount (100%) of the DB and raise an invoice of 50% of such cost (Employer Share) which will be reimbursed	We request you to please confirm the cost for each DB members as this is not defined in the tender	Tender Condition Prevails.																																																																		
36	Section – IV,	Clause 4.4.8	<table border="1"> <thead> <tr> <th rowspan="2">MILESTONE NUMBER</th> <th rowspan="2">WORK DESCRIPTION</th> <th colspan="3">APPORTIONED AMOUNT</th> <th rowspan="2">PERIOD OF COMPLETION FROM MILESTONE COMMENCEMENT DATE (QUANTITY)</th> <th rowspan="2">ALLOWABLE APPORTIONMENT (Under the Price RS-E)</th> </tr> <tr> <th>INR</th> <th>FC1</th> <th>FC2</th> </tr> <tr> <th></th> <th>MILESTONE ACTIVITY</th> <th>COLUMN A</th> <th>COLUMN B</th> <th>COLUMN C</th> <th></th> <th>%</th> </tr> </thead> <tbody> <tr> <td>RS-E1</td> <td>First 3 car rake (Prototype Rake)</td> <td></td> <td></td> <td></td> <td>NTP + 900</td> <td>5.17% 5.12%</td> </tr> <tr> <td>RS-E2</td> <td>Obtain as above for first 6 train sets</td> <td></td> <td></td> <td></td> <td>NTP + 930</td> <td>4.66% 18.75%</td> </tr> <tr> <td>RS-E3</td> <td>Obtain as above for next 6 train sets</td> <td></td> <td></td> <td></td> <td>NTP + 990</td> <td>4.66% 18.75%</td> </tr> <tr> <td>RS-E4</td> <td>Obtain as above for next 6 train sets</td> <td></td> <td></td> <td></td> <td>NTP + 1050</td> <td>4.66% 18.75%</td> </tr> <tr> <td>RS-E5</td> <td>Obtain as above for next 6 train sets</td> <td></td> <td></td> <td></td> <td>NTP + 1110</td> <td>4.66% 18.75%</td> </tr> <tr> <td>RS-E6</td> <td>Obtain as above for next 6 train sets</td> <td></td> <td></td> <td></td> <td>NTP + 1195</td> <td>4.23% 21.87%</td> </tr> <tr> <td colspan="2">RS-E: PRICE CENTRE TOTAL (RS-E1 – RS-E6)</td> <td colspan="3">Carried over from Price Centre 'RS-E' (After Discount)</td> <td></td> <td>4.66% 100%</td> </tr> </tbody> </table>	MILESTONE NUMBER	WORK DESCRIPTION	APPORTIONED AMOUNT			PERIOD OF COMPLETION FROM MILESTONE COMMENCEMENT DATE (QUANTITY)	ALLOWABLE APPORTIONMENT (Under the Price RS-E)	INR	FC1	FC2		MILESTONE ACTIVITY	COLUMN A	COLUMN B	COLUMN C		%	RS-E1	First 3 car rake (Prototype Rake)				NTP + 900	5.17% 5.12%	RS-E2	Obtain as above for first 6 train sets				NTP + 930	4.66% 18.75%	RS-E3	Obtain as above for next 6 train sets				NTP + 990	4.66% 18.75%	RS-E4	Obtain as above for next 6 train sets				NTP + 1050	4.66% 18.75%	RS-E5	Obtain as above for next 6 train sets				NTP + 1110	4.66% 18.75%	RS-E6	Obtain as above for next 6 train sets				NTP + 1195	4.23% 21.87%	RS-E: PRICE CENTRE TOTAL (RS-E1 – RS-E6)		Carried over from Price Centre 'RS-E' (After Discount)				4.66% 100%	We request to modify milestone RS-E6 to 7 trainset in order to achieve total quantity of 32 TS	It is a typographical error in the published Addendum (01). Bidder shall read "RS-E6" as "Obtain as above for next 7 train sets". Tender Conditions Prevails
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37	Section – IV	Clause 4.4.18	<p>4.4.18 DNP Maintenance Cost: DETAILS ARE NOT TO BE SUBMITTED WITHIN THE TECHNICAL BID. THEY ARE TO BE FILLED AND UPLOADED IN THE PRICE BID DOCUMENT OF E-PROCUREMENT PORTAL ONLY.</p> <table border="1"> <thead> <tr> <th rowspan="2">Sl. No.</th> <th rowspan="2">WORK DESCRIPTION</th> <th colspan="3">AMOUNT</th> </tr> <tr> <th>INR</th> <th>FC1</th> <th>FC2</th> </tr> <tr> <th></th> <th></th> <th>COLUMN A</th> <th>COLUMN B</th> <th>COLUMN C</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>The below mentioned Services shall form part of the Works to be provided and undertaken by the Contractor during the DNP of the 32 trainsets: a. Preventive and all other scheduled maintenance of trainsets b. Cleaning of Trainsets c. Waste Management d. Asset and Maintenance Management System (AMMS) e. Coordination with OGC / BCIC / DPIC / PPHO The Total cost of the above mentioned scope shall be included in Lumpsum Price for Rolling Stock. 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ARE04A Contract - Reply to Bidder Queries (Set-2)

SI no	Part/ Section No	Clause No.	Original Bid Condition	Bidder's queries	CMRL Response
38	Part 1 – Section Section - III (EQC)	2.5 Item no. 2	<p>Propulsion system (Traction converter, Auxiliary converter and Traction motors) : The designer of Traction converter-inverter shall be considered as the integrator of the Propulsion system and shall individually have experience of minimum ten (10) years in the Design and Manufacturing of Traction converter-inverter for <u>Metro rolling stock</u> AND the system supplied have been in satisfactory revenue operation for at least four (4) years in minimum aggregate 300 cars comprising of both powered and non-powered cars, supplied against minimum three (3) different contracts in the <u>Metros (i.e. MRT, Metro-lite, LRT, LRV, Tramway, Suburban Railways, EMU or high speed railways).</u></p> <p>Integrator of the propulsion system shall have the entire responsibility for any warranty obligations and design modifications of propulsion system during the contract period for which it should have adequate past experience. Besides, other suppliers must qualify for respective scope of work against the eligibility criteria as per the eligibility conditions mentioned in the respective tenders of the metros</p>	<p>Since Metros are already elaborated as including MRT, Metro-lite, LRT, LRV, Tramway, Suburban Railways, EMU or high speed railways, we understand the term "Metro rolling stock" underlined in the adjacent paragraph include rolling stock supplied for MRT, Metro-lite, LRT, LRV, Tramway, Suburban Railways, EMU or high speed railways.</p> <p>Please confirm our understanding.</p>	<p>Bidder's understanding is correct. Tender Condition Prevails.</p>
39	Part 1 – Section Section - III (EQC)	2.5 Item no. 2	<p>Propulsion system (Traction converter, Auxiliary converter and Traction motors) : The designer of Traction converter-inverter shall be considered as the integrator of the Propulsion system and shall individually have experience of minimum ten (10) years in the Design and Manufacturing of Traction converter-inverter for Metro rolling stock AND the system supplied have been in satisfactory revenue operation for at least four (4) years in minimum aggregate 300 cars comprising of both powered and non-powered cars, supplied against minimum three (3) different contracts in the Metros (i.e. MRT, Metro-lite, LRT, LRV, Tramway, Suburban Railways, EMU or high speed railways).</p> <p>Integrator of the propulsion system shall have the entire responsibility for any warranty obligations and design modifications of propulsion system during the contract period for which it should have adequate past experience. Besides, other suppliers must qualify for respective scope of work against the eligibility criteria as per the eligibility conditions mentioned in the respective tenders of the metros</p>	<p>Eventhough the intent of this clause is clear, the content does not appear to be complete with respect to Traction Motors, Auxiliary Converter . We request to include the following phrase:</p> <p>The designer of Traction converter-inverter shall be considered as the integrator of the Propulsion system and shall individually have experience of minimum ten (10) years in the Design and Manufacturing of Traction converter-inverter for Metro rolling stock AND the system supplied have been in satisfactory revenue operation for at least four (4) years in minimum aggregate 300 cars comprising of both powered and non-powered cars, supplied against minimum three (3) different contracts in the Metros (i.e. MRT, Metro-lite, LRT, LRV, Tramway, Suburban Railways, EMU or high speed railways). <u>The Auxiliary Converter, Inverter and Traction Motor can be outsourced by the Traction Converter Inverter Manufacturer.</u></p> <p>Integrator of the propulsion system shall have the entire responsibility for any warranty obligations and design modifications of propulsion system during the contract period for which it should have adequate past experience. Besides, other suppliers must qualify for respective scope of work against the eligibility criteria as per the eligibility conditions mentioned in the respective tenders of the metros</p> <p>The change is in line with recent DMRC RS17 tender and BMRCL 5RS-DM tenders. Clause extracts are enclosed for ready reference please. We request to modify the clause accordingly.</p>	<p>Tender Condition Prevails.</p>
40	Part-1/ Section I	22.2 Pg-ITB-9	<p>The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initiated by the person signing the Bid.</p>	<p>We kindly request CMRL to consider use of DSC for signing the Bid documents. Necessary authorization consisting of a written confirmation as specified in the BDS shall be attached to the Bid.</p>	<p>Tender Condition Prevails.</p>
41	Part-1/Section I	2.5	<p>Subcontractors / Manufacturers Subcontractors / Manufacturers for the following major items of supply or services must meet the following minimum criteria, herein listed for that item:</p>	<p>The collection of the SYS form is a time-consuming process that can impact the bid submission. Therefore, we kindly request CMRL to consider the submission of the SYS form of Subcontractors in the project's vendor finalization stage post award of the contract.</p>	<p>Tender Condition Prevails.</p>
42	Part 2 – Section VI A: ERTS	16.12.1.1 Pg-257	<p>The design submissions include Design Calculations, Design Reports and Design Drawings. All design submissions shall include a 'clause by clause' compliance status to all this Contract.</p>	<p>According to the TRSL interpretation, it is necessary to submit CBC solely for ERTS- Section VI A: Rolling stock, and not for ERTS- Section VI C: CMC. Kindly Confirm.</p> <p>We also request you to kindly confirm whether the CBC compliance for ERTS will be provided with only the Clause number, without the description of the Clause.</p> <p>According to the TRSL interpretation, it is necessary to submit CBC only for ERTS- Section VI A: Rolling stock, and not for Part-1: Bidding Procedure and Part 3: Conditions of Contract and Contract Forms. Kindly Confirm</p>	<p>Tender Condition Prevails.</p>
43	Part I (Section III)	2.4 2.4.2 (b)	<p>Specific Experience</p> <p>(A) A minimum of 25 cars (Metro, LRT, Suburban EMUs, Train sets) with stainless steel / Aluminum must have been designed and manufactured. (OR) (B) A minimum of 25 cars comprising stainless steel / steel EMU / MEMU / Metro car manufactured in India for either metro company or Indian Railways (OR) (C) Assembled more than 100 aluminum/ stainless steel metro cars in premises in India.</p> <p>Note: a) For (B) and (C) the bidder should either have design experience or procure / subcontract design from experienced designer or form a JV with a company having design experience. The credential to this effect should be submitted with the bid. Here, "experienced designer" means a firm / company having relevant design experience. b) Experience certificates can be submitted in any formats. It is bidder's responsibility to ensure that all the necessary information sought above are captured.</p>	<p>Specific Experience</p> <p>(A) A minimum of 25 cars (Metro, LRT, Suburban EMUs, Train sets) with stainless steel / Aluminum must have been designed and manufactured. (OR) (B) A minimum of 25 cars comprising stainless steel / aluminium / Corten steel / steel EMU / MEMU / Metro car manufactured in India for either metro company or Indian Railways (OR) (C) Assembled more than 100 aluminum/ stainless steel metro cars in premises in India.</p> <p>Note: a) For (B) and (C) the bidder should either have design experience or procure / subcontract design from experienced designer or form a JV with a company having design experience. The credential to this effect should be submitted with the bid. Here, "experienced designer" means a firm / company having relevant design experience. b) Experience certificates can be submitted in any formats. It is bidder's responsibility to ensure that all the necessary information sought above are captured.</p>	<p>Refer Addendum SI. No. 2</p>
44	Part I (Section IV) Bidding Forms	Annexure (1) of Addendum (01) Note (viii)	<p>Amounts declared by the bidder for Price Centers RS-A, RS-CST, RS-FAI, RS-CPT, RS-C, RS-E, RS-F, RS-H and RS-CMC are capped by the Allowable Apportionment shown in Table 4.2 Pricing Summary, which is expressed as a percentage of the Lumpsum price. Bidders shall ensure that the prices filled throughout submitted Pricing Tables do not exceed the Allowable Apportionment limits. The Bidder may offer discount for each Price Centres (except RS-CMC) and this amount will be calculated for the Lumpsum Price (after Discount). The individual Price centre (after Discount) will be taken as the basis for determining the allowable Apportionment limits for the respective Price centres (RS-A, RS-CST, RS-FAI, RS-CPT, RS-C, RS-E, RS-F, RS-H), which are then applied to each Milestone.</p>	<p>We understand that the Lumpsum Price (after Discount) will not be re-apportioned to each Price centres (RS-A, RS-CST, RS-FAI, RS-CPT, RS-C, RS-E, RS-F, RS-H) as per original "Allowable apportionment" defined for each Price Centre.</p> <p>The individual Price centre Price (after Discount) will be further apportioned as per "ALLOWABLE APPORTIONMENT" defined in that Price Centre to obtain each Milestone price.</p> <p>Eg. If Price Centre RS-C (Before Discount) is Rs. 120 and RS-C (After Discount) is Rs. 100. Then sub milestones of Price Centre RSC will be derived from discounted price as below: - RS-C1: Rs. 3.125 (3.125% of Rs. 100) - RS-C2: Rs. 18.75 (18.75% of Rs. 100) - ... - RS-C6: Rs. 21.875 (21.875% of Rs. 100)</p> <p>Please confirm if our understanding is correct.</p>	<p>Bidder's understanding is correct. Refer Addendum SI. No. 3</p>