

Response To Queries

Tender No: CMRL-RSP-002-2024

Name of Work: “Design, Supply, Installation, Testing and Commissioning of Anti Drag Feature/System in all the saloon doors of 52 trains of CMRL Phase-1”

SN	Clause No.	Article no.	Description	Changes suggested/ Query	CMRL Response
1	Part 2, Section VI, 4. Anti-Drag System Requirements	4.1 Detection Capabilities	4.1.2 The system shall function in all directions (0- 180 degrees) against doors and car body.	FTRTIPL request to amend this clause: following EN14752 2019 + A1: 2021. Standard defines the functionality being asked and globally used.	Tender conditions shall prevail
2	Part 2, Section VI, 4.2 System Components	4.2.1 Sensing Mechanism/ Sensitive Edge Switch (SES)	4.2.1.2 The new front seals and SES shall have a minimum service life of 15 years.	The material tested and used so far life of 12 years for front seals + Sensitive edge. We have so far not designed or tested any material which can give a life of 15 years. Considering the timeline of tender and short delivery, FTRTIPL requests to consider the life of 12 years. We also would like to mention that in Chennai metro Ph-2 tender, Maintenance schedule was 12 years.	Please refer Corrigendum-1

3	Part 2, Section VI, 4.2 System Components	4.2.4 Interfacing with the Rollingstock manufacturer	4.2.4.1 Contractor shall do necessary interface with Rolling stock manufacturer for transferring the following signals to TCMS: 1. SES/ ADS health status of each Saloon Door 2. SES Active/inactive signals of each saloon Door 3. Any other signals as requested by Rolling-stock manufacturer.	FTRTIPL will manage EDCU software updates for TCMS status reporting. We request CMRL to manage the work required and the necessary TCMS changes. Any delay that happened due to non-availability of information/ support/ component because of Rolling stock manufacturer or CMRL will automatically extend the timeline without penalty to FTRTIPL.	Tender conditions shall prevail
4			4.2.4.2 By using the signals from EDCU, Rolling- stock manufacturer shall apply the Emergency Brakes to stop the train upon detection of Anti Drag system activation.		Tender conditions shall prevail
5	Part 2, Section VI, 7. Stages of Implementation of Working Proposal	7.2 <u>STAGE 2: Prototype Demonstration phase</u>	7.2 <u>STAGE 2: Prototype Demonstration phase</u> (Static and Dynamic testing in pilot train in non-passenger operation)	FTRTIPL requests CMRL to change the timeline to show the 1 st demonstration on the factory mock- up by 3 months from the date of technical and commercial clear PO. (CD+13 weeks)	Please refer Corrigendum-1
6	Part 2, Section VI,	8.1 Design Documents :	4. Method statement for Door removal, Front seal replacement and Door installation 5. Compliance to the standards mentioned in 1. section 1.	The designed documents are proprietary and confidential in nature. FTRTIPL will not be able to share the manufacturing details as well as any confidential information. We request you to kindly accept the deviation.	Tender conditions shall prevail

	8. Documents			Tender specification is to be updated for this point as " The information necessary for maintenance & Overhaul" shall be provided at project phase"	
7	Part 2, Section VI, 8. Documents	8.2 Interface Documents:	Interface Documents: Interface agreement shall be signed with the Rollingstock manufacturer for exchange of information as mentioned in clause 4.2.4 above. This document shall be submitted along with the Design Documents.	Same request as asked at Sr. No. 3 & 4 of this table.	Tender conditions shall prevail
8	Part 2, Section VI, 4.2.3	4.2.3.7	For implementing the ADS function, if the software/firmware of EDCU be updated it shall be done by the contractor, and a copy of those software shall be given to CMRL for future maintenance activities.	FTRTIPL will only update the EDCU firmware/ software to meet the ADS functionality. However, as the firmware is IP of the firm, we'll not be able to provide a copy. FTRTIPL confirms we'll provide the monitoring software function with updated functionality.	Tender conditions shall prevail
9	Part 2, Section VI, 7.1	7.1.1 (7)	Supplier (OEM) details of all components.	FTRTIPL will not be able to provide sub suppliers' details as this is confidential information.	Tender conditions shall prevail
10	Part 2, Section VI, 7.1	7.1.3 (4)	Software Algorithms & Flowcharts,	Please refer to response at Sr. No. 8 (Part 2, 4.2.3.7)	Tender conditions shall prevail

11	Part 2, Section VI, 7.5	7.5.1	Stage 5- of the fleet. The date of completion of Stage 5 is also subject to any extension of Defect Liability Period/warranty subject to the terms and conditions of the Contract.	FTRTIPL requests to keep DLP completion within 24 months from project completion date. Please consider 18 months warranty only for the retrofitted part.	Tender conditions shall prevail
12	Part 2, Section VI, 7.5	7.5.3 Scope of corrective maintenance	Corrective Maintenance of ANTI-DRAG SYSTEM is under the scope of the Contractor during this phase. It is the obligation of the Contractor to ensure adequate level of spare parts be available at Contractor's store for timely resolution of any failures occurring during DLP phase. Any part replacement/ adjustments of ADS system during corrective maintenance period is under the scope of contract.	Scope of warranty needs to be amended as follows: "Warranty of the failure of new replaced parts as per the BOM of the project will be in the scope of Contractor during DLP period" Any parts which are the continuing from the past will be employers' liability such as Door leaf, EDCU, driving screw, hanging device, motor etc.)	Tender conditions shall prevail
13	Part 2, Section VI, 7.5	7.5.4	The Contractor shall provide CMRL all software/hardware tools for maintenance and modification of ANTI-DRAG SYSTEM before start of DLP of first train. Completion of Stage-5 is subject to the approval of CMRL.	Please refer to response at Sr. No. 8 (Part2, 4.2.3.7)	Tender conditions shall prevail

14	Part 2 Section VI, 7.5.5	7.5.5.1 Reliability Assessment	Reliability Targets: The total Number of failures allowed in the ADS system shall be 16 for a period of six months. Any component failure, malfunction in the ADS system which sends erroneous feedback to TCMS, ADS malfunction which causes delay to operation shall be considered as a failure. Failures reported in the Depot and mainline shall be considered for Reliability assessment.	FTRTIPL requests to kindly amend this clause. Scope of reliability target needs to be limited to 16 failures for the failure of new installed part as per retrofit BOM. Failure due to existing parts in the door system does come under this reliability target.	Tender conditions shall prevail
15	Part 2 Section VI, 7.5.5	7.5.5.5	After completion of the retrofit, the DLP shall be provided for 24 months from the date of completion of last train from the fleet.	Please refer to response at Sr. No. 11 (Part 2, 7.5.1), we request you to kindly amend the clause.	Tender conditions shall prevail
16	Part 2 Section VI, 9.0	9.2 (b)	b. Software for the Anti-drag, including the necessary firmware, operating system, and any proprietary software required for seamless functionality.	Please refer to response at Sr. No. 8 (Part 2, 4.2.3.7) for supply of any software.	Please refer Corrigendum-1

17	Part 3, Section VIII: Particular Conditions	PC clause No. 4 GC clause No. 1.1 (o)	Defect Liability period 730 days. Defects Notification Period” or “DNP” shall have the same meaning as “Defects Liability Period” or “DLP During DLP, Assistance in Maintenance, Preventive maintenance, and deployment of skilled manpower, fault rectification including availability of DLP spares and special Tools during DLP period are to be ensured by the contractor.	FTRTIPL requests to only consider breakdown/Corrective maintenance in scope of contractor as PM activities can be done by CMRL.	Please refer Corrigendum-1
18	Part-3, Section VII. General Conditions, E. Finishing the Contract	61. Termination	61.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.	We request you to kindly amend the clause as: Contract to be terminated only upon fundamental breach.	Please refer Corrigendum-1

19	<p>Part-3</p> <p>Section VII. General Conditions</p> <p>E. Finishing the Contract</p>	63. Payment upon Termination	<p>63.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of the Contract by the Employer, the Project Manager shall issue a certificate for the value of the work executed, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p>	<p>We request you to kindly amend the clause as:</p> <p>If the Contract is terminated for the Employer's convenience or because of a fundamental breach of the Contract by the Employer, the Project Manager shall issue a certificate for the value of the work executed, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p>	Tender conditions shall prevail
20	Part 3, Section VIII:	PC	<p>Time is the essence of the Contract and time for Completion shall run from the date of the commencement of the Works under this Clause.</p>	<p>We request you to kindly amend the clause as:</p> <p>Time is the essence of the Contract and time for Completion shall run from the date of the commencement of the Works under this Clause.</p>	Tender conditions shall prevail

	Particular Conditions	Clause No. 15, GC Clause No. 19	The Contractor shall not commence the Works or any part of the Works unless and until the Engineer has endorsed the relevant approved design in accordance with the Employer's Requirements.	The Contractor shall not commence the Works or any part of the Works unless and until the Engineer has endorsed the relevant approved design in accordance with the Employer's Requirements. Any delay in grant of permission by the Engineer, which is not in account of Contractor, shall be treated as Compensation Event.	
21	Part 3, Section VIII: Particular Conditions	PC Clause No. 16, GC Clause No. 24	The Site possession date(s) shall be from the date of commencement.	We request you to kindly amend the clause as: The Site possession date(s) shall be from the date of commencement. Any delay in granting possession of the site by the Employer, shall be treated as Compensation Event.	Tender conditions shall prevail
22	Part 3, Section VIII: Particular Conditions	PC Clause No. 19, GC Clause No. 26.1	<u>Add the following to the end of Sub-clause 26.1</u> The Employer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The	We request you to kindly amend the clause as: The term "Engineer" needs to be defined wherever it is referred to in the document. Since "Project Manager" is already defined, the term "Engineer" should either be replaced with "Project Manager" or must be clearly defined.	The term "Engineer" can be used synonymously with "Project Manager" wherever it is mentioned.

			<p>Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 41 [Variations] shall apply.</p>		
23	Part 3, Section VIII: Particular Conditions	PC Clause No. 23, GC Clause No. 30.2	a. The failure of the sub-contractor, to commence or to carry out work in due time,	We request you to kindly amend the clause as: The failure of the sub-contractor to start or complete the work on time, which is not due to the fault of the Contractor.	Tender Conditions shall prevail
24	Part 3, Section VIII: Particular Conditions	PC Clause No. 23, GC Clause No. 30.2	c. Inclement weather conditions, other than 1 in a 50-year cycle,	We request you to kindly clarify the clause: Note clear with the condition	Tender Condition shall prevail.

25	Part 3, Section VIII: Particular Condition s	PC Clause No. 23, GC Clause No. 30.2	d. The Contractor not fulfilling his obligations under the contract.	We request you to kindly amend the clause as: The Contractor not fulfilling his obligations under the contract, which is beyond its control and not fault of it.	Tender Condition shall prevail.
26	Part 3, Section VIII: Particular Condition s	PC Clause No. 39, GC Clause No. 61	a) forfeit the whole or such portion of the Performance Security amount as he may consider fit, and the amount to be recovered may be deducted by the Employer from any monies then due or which, at any time, thereafter, may become due to the Contractor alone or jointly under this or any other Contract or otherwise. The Contractor shall be obliged to compensate any excess cost incurred by the Employer for the execution of the remaining Scope of works by other parties.	We request you to kindly amend the clause as: forfeit the whole or such portion of the Performance Security amount as he may consider fit, and the amount to be recovered may be deducted by the Employer from any monies then due or which, at any time, thereafter, may become due to the Contractor alone or jointly under this or any other Contract or otherwise. The Contractor shall be obliged to compensate any excess cost incurred by the Employer for the execution of the remaining Scope of works by other parties.	Tender condition shall prevail

27	Part 3, Section VIII: Particular s condition s	PC clause No. 27, GCC clause No. 46	Replaced Clause 46 with the Following (a) The amount certified, accounting for all deductions, recoveries for advances and any amounts due from the Contractor, shall be paid within 56 days, from the date Engineer received payment application (IPA) from the contractor. The amount certified in the Final Payment Certificate, shall be paid within 56 days after the Employer receives this Payment Certificate.	We request you to kindly amend the clause as: FTRTIPL kindly requests to amend this clause for payment terms 30 days from the date of Project manager confirmation.	Tender Condition shall prevail
28	Part 3, Section VIII: Particular s condition s	Clause to be added		We request you to kindly add the clause as: Rectification of any defective part of existing door system at Train level or in stock will be in the CMRL's scope before applying the ADS modification/ retrofit. In case FTRTIPL is asked to do the correction, the cost associated will be additionally chargeable and any delay on organizing of such part will be added in the project timelines to avoid the penalty.	Not Considered. Tender conditions prevail

29	Part3, Section VIII: Particula rs condition s	PC clause No. 14, GCC clause No. 18	No material, tools, plant or equipment shall be supplied by the Employer. The Contractor has to arrange all tools, plant, equipment as well as construction materials required for the work.	FTRTIPL request to emend the clause: FTRTIPL will be required the depot facilities such as crane, compressed air, water, electricity.	Depot facilities such as crane, compressed air, water, and electricity shall be provided subject to availability. Any other items required for the execution of the contract shall be arranged by the contractor as per the tender conditions.
30	Part3, Section VIII: Particula rs condition s	PC clause No. 23, GCC clause No. 30.2,	30.2.1 Extension of time for completion for other reasons Whether or not the Contractor fails to achieve any Key Date by reason of any delay shall not by itself be material to the Contractor's entitlement to an extension of time. Any extension to a Key Date shall not by itself entitle the Contractor to an extension to any other Key Date and the Time for Completion.	FTRTIPL request to emend the clause: Any delay in key date (KD) on employers' liability or situation not in control of contractor to be adjusted by extension and not applicable for any LD.	Tender Condition shall prevail

31	<p>Part-3</p> <p>Section VII: General Conditions</p> <p>A: General</p>	16. Insurance	<p>16.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the PC for the following events which are due to the Contractor's risks stated in Sub-Clause 15.1:</p> <p>(a) loss of or damage to the Works, Plant, and Materials;</p> <p>(b) loss of or damage to Equipment;</p> <p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and</p> <p>(d) personal injury or death.</p> <p>16.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p> <p>16.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the</p>	<p>FTRTIPL is insured globally and will provide a global certificate for insurance which will cover the project.</p> <p>Insurance Certificate will be issued from the existing policies with employer (CMRL) insured as well.</p> <p><u>Personal injury or death-</u> Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor for the project are adequately covered under the policy.</p> <p><u>Loss or Damage to the contract works, plants, materials,</u></p>	Tender Condition shall prevail
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32	Part 3, Section VIII: Particulars conditions	Table - 1: Contract Key Dates & Liquidated Damages	<p>Liquidated damages: Rs. 20,000 per day</p>	<p>FTRTIPL requests to amend the penalty amount to Rs. 5000 per day.</p>	Tender Conditions shall prevail
33	Part 3, Section VI: General Conditions, 21 Safety	21.2	<p>The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's personnel and any other person who are entitled to be on the Site. In collaboration with local health authorities, the Contractor shall ensure that medical staff,</p>	<p>FTRTIPL request to amend the clause: Full time ambulance service at all times is not possible, we request CMRL to take care this in their Scope.</p>	Please refer Corrigendum-1

34	Part 3, Section VI: General Conditions, 21 Safety	21.3	The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.	FTRTIPL request to amend the clause: A full-time safety officer is not permanently stationed on-site, a safety officer will make regular visits to ensure all safety precautions are being followed.	Please refer Corrigendum-1
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