

REPLY TO QUERIES FROM TENDERERS FOR THIRD PARTY INSPECTION OF ESCALATORS

S. No.	Query	DMRC Reply
1	In which city is SJEC located ?	Suzhou, nearly 150 km from Shanghai, China
2	How many sub-vendors does SJEC have for this job & in which cities are they Located ?	SJEC has proposed nearly 15 sub vendors most of them are in Suzhou and in Shanghai. One vendor each is located in Yangzhou, Tianjen and Shenzhen cities of China.
3	Will all Routine Tests be conducted at SJEC?	All routine testing of Escalators will be done at SJEC.
4	Will all Proto type Tests be conducted at SJEC?	Proto-type testing of Escalators will be done at SJEC.
5	Will SJEC provide INTERPRETER facility, if reqd?	SJEC will facilitate.
6	What is avg expenses per month for stay (Lodging) of ONE IE?	May be ascertained by the bidder.
7	What is avg expenses per month for food (Boarding) of ONE IE?	May be ascertained by the bidder.
8	What are Railway fares (rtn) for cities in 2) above.	May be ascertained by the bidder.
9	<p>Article 12 (p.10) provides for unlimited liability from TPI: The contractor will submit an indemnity bond/undertaking as per the approved format of DMRC to indemnity DMRC and the manufacturer against any Loss/damage / death suffered by the inspector during the course of inspection".</p> <p><i>"Notwithstanding any other provision of this Contract, the contractor's liability for defective performance whether under this Contract, in tort (including negligence) or otherwise at law shall be limited to re- Performance of such defective performance at its own cost or meeting the cost of such re-performance by another party, subject to an absolute financial maximum of (insert amount)"</i></p>	No change is agreeable
10	<p>Article 28 (p.14) provides that DMRC will propose the panel of arbitrators, out of which the contractor will have to choose.</p> <p><i>Kindly confirm that "The appointment of the arbitrators shall be made in accordance with the Indian Arbitration and Conciliation Act, 1996."</i></p>	The appointment of the arbitrators and the procedure shall be made in accordance with agreed Arbitration clause available in the contract agreement to be executed between the parties.
11	How long was / is the manufacturing duration of 1 escalator and 20 escalators ?	Average time for manufacturing an Escalator is 75 days.
12	<p>In annex C, client has made 3 different types testing from item 4 to item 6.</p> <ul style="list-style-type: none"> - Item 4 prototype test: it is required one representative model testing: - Item 5 type test: one model for each range of duty. - Item 6 route test: 100%% check or random check. <p>But in annex B, only the price of prototype test and route test are mentioned, I don't know how to propose the part of type test of items?</p>	The Type test whenever entrusted by DMRC, will be paid based on man-days rate under item - C.

13	Clause 13 page 7 , Calls for 7 days notice for undertaking the inspection at manufacturer works. This is too short a period for overseas inspections. We propose notice period to be enhanced from 7 days to 21 days. This is the standard practice followed for all overseas inspection by us.	No change is agreeable.
14	Clause 17, page 11 , Calls for submission of bank guarantee of Rs three lakhs as EMD. We being a public Sector Undertaking, should be exempted from submission of EMD.	No change is agreeable.
15	Clause 9 page 8 , Payment schedule specifies, 80% of prototype /routine testing after inspection by TPI agency & balance 20% after taking over of escalator by DMRC. However further it is indicated that 75% of payment of item A&B of price bid format shall be paid on submission of inspection documents and balance 25% after completion of satisfactory testing and commissioning. Is testing and commissioning different from taking over of escalator by DMRC? We propose that the inspection charges should be payable 100% after the inspection report is submitted, which normally is a standard practice. It may also be clarified that liability of TPI agency ends with submission of inspection report. In case of dispute, the re-inspection is done free of cost to the DMRC. Costs if any and applicable are borne by the supplier of the equipment.	The payment terms will be as under:- (a) 80% of prototype /routine testing after inspection by TPI agency & (b) Balance 20% after Taking - over of Escalator by DMRC. (Escalators will be taken over by DMRC after Testing and commissioning). Corrected accordingly in the Addendum.
16	Under heading 'scope of works" the time suggested for routine testing and prototype testing including preparation of inspection report is considered to be impracticable. This may be reviewed.	Time specified is indicative based on time taken by DMRC in inspecting the first Six Escalators, the firms / bidders are free to make their own assessment and submit their offers.
17	Additional Details required	
a	Type and quantity of each type of escalator	List containing number of Escalator of different rises is enclosed. The list is indicative, the quantity of Escalator in the band may vary depending upon actual site requirements. As per the Price bid format, the Inspection charges have been asked per Escalator and variation in Inspection charges depending on rise & type of Escalator is not envisaged.
b	Inspection schedule with minimum no of escalator likely to be offered per inspection call / visit	Minimum Five Escalators will be offered for inspection at a time, except the Prototype Escalator.
c	No. of inspection location for each type of escalators and subassemblies.	Already replied above.

18	Cl.4 Pg 6, The agency would also act as an 'ADVISOR' We provide only Third Party Inspection services.	The clause 4 (Page - 6) intends to clarify that the Third Party Inspecting Agency would also advise DMRC regarding the suitability of Inspection schedules for ensuring that the finished Escalator complies with the contract specifications and relevant International standards. In this regard the Third Party Inspecting firm may suggest some improvements in the Test formats, etc.
19	Cl.21 Pg12, Forfeiture of Earnest Money Deposit & Performance Bank Guarantee Not acceptable.	No change is agreeable.
20	Cl.5 Pg 21, Attach work orders & completion certificates issued by the client. Not acceptable, since these are covered under confidentiality agreement with respective clients.	These documents are necessary for assessing the experience of the Firms/ Tenderers. Experience Certificates from the clients may be provided without any financial data.
21	App. C , Cl.I Pg 33, TPI to prepare a sample test format. Sample formats to be prepared by vendors, approved by yourselves for our use.	No change is agreeable.
22	Cl.1 .1, General requirements for tests during manufacture – Acceptance of the ' Engineer' 'Engineer ' please define.	Engineer is the officer nominated by DMRC (Employer) for executing and supervising this contract. Name of the Engineer will be conveyed to the TPI firm by DMRC.
23	Also we make note that :- - No inspection involved at the site .	Agreed.
	- Routine and Type Test and also some inspection is requested during manufacture ? Is it at random ?	Routine Test will not be after the manufacturing of Escalator is completed and these are not random inspection. Type Tests will be undertaken by the TPI firm as and when advised by DMRC and the payments for the same will be on man-days rate as per item - C of Price Bid format.
24	In case we are awarded the final contract , the terms & conditions , bank guarantee details will be finalized only after consultation with our legal advisors.	Sample Formats for Contract Agreement and Performance Guarantee are enclosed with the Addendum. No change subsequently is agreeable.

**Indicative list for number and type of Escalator with
different rises for Phase -II**

Type of Balustrade			
Rise (M)	Glass	Stainless Steel	Grand Total
4	0	3	3
5	36	30	68
6	81	46	131
7	4	8	12
8	0	7	7
9	0	27	27
10	0	1	1
11	0	6	6
12	0	1	1
Total	121	129	250