

| “Tender for providing maintenance services of Rolling Stock for GMRC, Phase-1”  |                        |          |                         |                      |   |   | GMRC's Response/<br>Clarifications<br>dated 25-04-2022   |
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| TENDER NOTIFICATION No: GMRC/RS MAINTENANCE SERVICES/ PH-1/2022, Dt: 28/03/2022 |                        |          |                         |                      |   |   |  |
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| 1   | GCC                    | 14       | 4.2.1 (i)               |                      | Within 30 days of receipt of the Letter of Acceptance, the successful Tenderer shall furnish Performance Security in the form of a bank guarantee from a branch in India of a scheduled foreign bank or from a scheduled commercial bank in India acceptable to the Employer for an amount of 10% (ten percent) of the Contract value in types and proportions of currencies in which the Contract Price is payable. The approved form provided in the 'Instructions to Tenderers' documents or any other form approved by the Employer shall be used for Bank Guarantee. The Bank Guarantee shall be valid up to 6 months beyond the Defect Liability Period. In case the contract value exceeds beyond 25% of the original contract value, the contractor shall have to submit Additional Performance Security. | <p>The values of Performance Security are different in other documents, please confirm the correct value.</p> <p>The conflicting statements and clause are<br/>1. Vol.1 ITT, clause F5.1,<br/>2. Vol.1 NIT. clause 1.1.2.</p> <p>Kindly consider for submission of PBG 45 days from the date of receipt of LOA.</p> | <p>Ref. Clause 1.1.2 and Appendix- 1 of FOT Performance Security 3% of Accepted value of work.</p> <p>Tender conditions prevail.</p> |
| 2   | GCC                    | 22       | 4.16                    |                      | The Contractor shall provide and maintain all lights, guards, fences and warning signs and watchmen when and where necessary or required by the Engineer or by laws or by any relevant authority for the protection of the Works and for the safety and convenience of the public and all persons on or in the vicinity of the Site.....  | Kindly clarify whether it is applicable for this contract   | It is clarified that provision of the clause related with the scope of work of this contract shall be applicable.                    |
| 3   | GCC                    | 22       | 4.13                    |                      | The Contractor shall submit a detailed programme to the Engineer after receipt of the Letter of Acceptance not later than 28 days from the date of receipt of Letter of Acceptance. The Contractor shall also submit a revised programme whenever the Engineer finds that the previous programme is inconsistent with actual progress or with the Contractor's obligations.   | Kindly clarify whether it is applicable for this contract   | It is clarified that provision of the clause related with the scope of work of this contract shall be applicable.                    |

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| 4   | GCC                    | 22       | 4.14                    |                      | The Contractor shall submit to the Engineer by the end of each calendar month his Monthly Progress Report which shall, amongst other things, highlight actual or potential departures from the Works Programmes and/or the Design Submission Programme and state the measures which the Contractor proposes to take in order to make good or reduce any delay. If requested by the Engineer, the Contractor shall submit to the Engineer, at weekly intervals, a written report as to the progress of off-Site manufacture of Plant, Rolling Stock and Materials.  | Kindly clarify whether it is applicable for this contract | It is clarified that provision of the clause related with the scope of work of this contract shall be applicable. |
| 5   | GCC                    | 16       | 4.2.4                   |                      | Within 30 days of the date of Letter of Acceptance of the Tender, the Contractor shall submit to the Employer:<br>(a) An Undertaking in the approved format from a parent company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Tender and against which the Employer shall have raised no objection.....   | Kindly clarify whether it is applicable for this contract | Tender conditions prevail.  |
| 6   | GCC                    | 16       | 4.3                     |                      | Unless the Contractor's Representative is named in the Contract, the Contractor shall, within 14 days of Notice to Proceed, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior consent of the Engineer. The Contractor's Representative so nominated shall have full authority to act on behalf of the Contractor. The Contractor's Representative shall give his whole time to directing the preparation of the Construction and/or Manufacture Documents and the execution of the Works. | Kindly clarify whether it is applicable for this contract | Tender conditions prevail.  |

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|   |                           |             |                         |                         | The Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, no objection certificate approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the Site, a suitable replacement person shall be appointed, with prior consent of Engineer.....  |   |   |
| 7   | GCC                       | 17          | 4.4                     |                         | The Contractor shall not impede and shall afford all necessary facilities, access and/or services to the Employer, Engineer, Designated Contractors, utility undertakings, other relevant authorities and other contractors (whether employed by the Employer or not) who are carrying out on, or in the vicinity of, the Site, works not included in the Contract but forming part of the Project.....   | Kindly clarify whether it is applicable for this contract | It is clarified that provision of the clause related with the scope of work of this contract shall be applicable. |
| 8   | GCC                       | 23          | 4.17                    |                         | The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract Period shall not exceed the values indicated in the Employer's Requirements, and shall not exceed the values prescribed by law. The Contractor shall conform to the Employer's Requirements and shall indemnify the Employer against any liability or damages or claims arising out of his operations. The Contractor shall be responsible and liable for any stoppage, closure or suspension of the works due to any | Kindly clarify whether it is applicable for this contract | Tender conditions prevail.  |

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|   |                        |          |                         |                      | contravention of statutory requirements relating to the protection of the environment and shall indemnify and keep indemnified the Employer in this regard.   |   |   |
| 9   | GCC                    | 24       | 4.21                    |                      | It shall be the responsibility of the Contractor to provide at his own expense therequired sheds, store houses, and yards for both Permanent and Temporary Worksand provide free access to the Engineer and the Engineer's Representative who willhave right of inspection including that of instructing the Contractor to remove a particular material from the stores and not to use the same on the Works.   | Kindly clarify whether it is applicable for this contract                 | It is clarified that provision of the clause related with the scope of work of this contract shall be applicable. |
| 10  | GCC                    | 24       | 4.22                    |                      | All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his cost and subject to the consent of the Engineer shall be removed by Contractor at his own expense when they are no longer required and in such manner as the Engineer shall direct. In case theContractor fails to remove the temporary works on completion the Engineer isauthorized to get the same removed and recover the cost there of from theContractor. | Kindly clarify whether it is applicable for this contract                 | It is clarified that provision of the clause related with the scope of work of this contract shall be applicable. |
| 11  | GCC                    | 25       | 4.25                    |                      | Providing access roads/ way leaves to the site will be Contractor's responsibility  | Kindly clarify whether it is applicable for this contract                 | It is clarified that provision of the clause related with the scope of work of this contract shall be applicable. |
| 12  | GCC                    | 25       | 4.26                    |                      | During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the   | The site will be kept clear with respect to the scope of R.S maintenance. | It is clarified that provision of the clause related with the scope of work of this contract shall be applicable. |

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|   |                        |          |                         |                      | Site any wreckage, rubbish or Temporary Works no longer required.   |  |   |
| 13  | GCC                    | 25       | 4.27                    |                      | The Contractor shall be wholly responsible for security of site and Works. Unless otherwise stated in Special Conditions of Contract a the Contractor shall be responsible for keeping unauthorised persons off the Site; and b Authorized persons shall be limited to the Employees of the Contractor, Subcontractor or persons authorized by the Engineer.  | Kindly clarify whether it is applicable for this contract  | It is clarified that provision of the clause related with the scope of work of this contract shall be applicable. |
| 14  | GCC                    | 27       | 5<br>(Total clause)     |                      | DESIGN: The clauses under the head 'Design' are applicable only in 'Design & Build' contracts and in case of 'Part Design & Build' contracts, these are applicable only to part of the contract in which the design is the responsibility of the contractor   | Kindly clarify whether it is applicable for this contract  | It is clarified that provision of the clause related with the scope of work of this contract shall be applicable. |
| 15  | GCC                    | 32       | 6.7                     |                      | The Contractor's Site Safety Plan shall be developed from his Outline Safety Plan as per Employer's Requirements and SHE Manual of the Employer.<br>The Contractor shall appoint a member of his staff at the Site to be responsible for maintaining the safety, and protection against accidents, of personnel on the Site. This person shall be qualified for his work and shall have the authority to issue instructions and take protective measures to prevent accidents | 1. We will follow the SHE manual site safety plan provided by GMRCL.<br>2. Kindly clarify whether any safety staff/manager to be deployed. | Please refer S.no 1 , Addendum-1. Dated 25-04-2022  |
| 16  | GCC                    | 33       | 6.8                     |                      | The Contractor shall provide all necessary superintendence during the design and execution of the Works, and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be provided   | Kindly clarify whether it is applicable for this contract  | Tender conditions prevail.  |

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|   |                           |             |                         |                         | by sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the satisfactory and safe execution of the Works.   |   |   |
| 17  | GCC                       | 34          | 7<br>(Total<br>Clause)  |                         | All Plant, Goods and Materials to be supplied shall be manufactured, and all work to be done shall be executed, in the manner set out in the Contract. Where the manner of manufacture and execution is not set out in the Contract, the work shall be executed in a proper, workmanlike and careful manner, with properly equipped facilities and non-hazardous Materials, and in accordance with modern recognized good practice..... | Kindly clarify whether it is applicable for this contract, however we will comply with respect to the scope of R.S maintenance. | Tender conditions prevail.  |
| 18  | GCC                       | 37          | 8.1                     |                         | The Contractor shall not commence the construction, manufacture or installation of the Works or of any part of the Works unless and until the Engineer has endorsed the relevant Working Drawings in accordance with the Employer's Requirements.   | Kindly clarify whether it is applicable for this contract   | It is clarified that provision of the clause related with the scope of work of this contract shall be applicable. |
| 19  | GCC                       | 37          | 8.2 & 8.3               |                         | Time is the essence of Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract. The Contractor shall ensure defect free completion and have passed the tests on the completion, including integrated testing where ever in the scope of work and commissioning of the whole of the Works and/or parts thereof before the same is taken over by the Employer.....         | we will comply with respect to the scope of R.S maintenance.  | Tender conditions prevail.  |
| 20  | GCC                       | 40          | 8.8                     |                         | If suspension is ordered by the Engineer for reasons other than those mentioned in sub-clause 8.8 then the Contractor's entitlement <b>are in the table below.....</b>  | If the suspension is not due to Maintenance contractor, for the period more than 14 days, GMRCCL to compensate as below.        | Tender conditions prevail.  |

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|   |                        |          |                         |                      |  | As per Daily rate of wages for idle labour/employees<br>70% of the rate for hire charges for idle plant and machinery (excluding cost of fuel and lubricants)<br>15% above all these items to cover overhead costs. |  |
| 21  | GCC                    | 42       | 9<br>(Total Clause)     |                      | The Works shall be taken over by the Employer when they have been completed in accordance with the Contract, have passed the Tests on Completion, including Integrated Testing and Commissioning where ever applicable as per the contract, and a Taking Over Certificate for the Works shall be issued. If the Works are divided into Sections, the Contractor shall be entitled to apply for a Taking Over Certificate for each Section.....   | Kindly clarify whether it is applicable for this contract   | It is clarified that provision of the clause related with the scope of work of this contract shall be applicable.  |
| 22  | GCC                    | 42       | 10                      |                      | "Defects Liability Period" shall mean the defects liability period stated in the Special Conditions of Contract calculated from the date of taking over of the Works. Provided that, if any part of the Works or sub-systems or component of that part has been replaced, renewed or repaired except minor repair, the "Defects Liability Period" in respect of that part or sub-system or components of that part shall start from the date such replacement, renewal or repair has been completed to the satisfaction of the Engineer. | Kindly clarify since there is penalty for non-availability of service manager, how weekly Off needs to be considered for 1no. Service manager.  | It is clarified that Absence of service manager will be considered on non - availability on working days or against call support not provided on weekly offs including General holidays. |

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| 23  | GCC                    | 45       | 11.2 to 11.17           |                      | Mobilisation Advance shall be generally 5% of Original Contract Value payable in two equal instalments or as mentioned in the Special Conditions of Contract. The first instalment shall be paid after mobilization has started and next instalment shall be paid after satisfactory utilization of earlier instalment.....                           | Kindly clarify whether it is applicable for this contract   | It is clarified that contractor shall propose to adopt MIS as per present market professional practices and shall obtain Employer's approval for the same for its implementation in contract. |
| 24  | Scope of work          | 6        | 11.7                    |                      | The contractor shall adopt a suitable and advanced Management Information System (MIS) to provide efficient and effective and strategy decision making and to achieve the coordinated efforts of the personnel involved. Also, mobile applications shall be developed for general productivity and information retrieval.                             | Can the MIS be of the standard system available in the market (eg: Microsoft Dynamics, Fleetmatics WORK, Clarity Professional MIS ect) or should it be of any specific requirement. To clarify on the Mobile application. | Tender conditions prevail.  |
| 25  | General                | 2        | Sub-Clause 4.1          |                      | GMRC shall have the right to instruct contractor to remove any person who is considered to be undesirable or otherwise and similarly the contractor reserves the right to remove the personnel with suitable replacement duly intimating GMRC, who is considered as undesirable/unfit.  | Replacement of a staff, minimum 90 days is required.  | Tender conditions prevail.  |
| 26  | Scope of work          | 12       | 20                      |                      | 20.Hand back:<br>20.1. At the end of the contract period or termination, all the equipment, hand tools, software, maintenance data, hard copies of maintenance documents, maintenance manuals, site office and any other items belonging to GMRC shall be handed over back in good condition to GMRC.<br>20.2. Any damages found shall be charged and | Hand back of Tools w.r.t R.S maintenance will be done. Normal wear and tear should not be attributed to damages.  | Tender conditions prevail.  |



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|   |                        |          |                         |                      | recovered from the contractor whatever amount GMRCCL feels appropriate.   |   |  |
| 27  | SCC                    | 3        | Sub-Clause 4.19         |                      | All necessary materials and tools normally required for rolling stock maintenance activities will be provided by GMRCCL. Any other materials and/or tools, if required shall be supplied by the contractor with prior approval by GMRCCL.   | GMRCCL shall provide the list of tools required and any other materials. Will the additional tools supplied be reimbursed to the contractor.  | Tender conditions prevail.   |
| 28  | SCC                    | 7        | Sub-Clause 10 1.8       |                      | 1.8. All activities under the contract shall be carried out by the contractor promptly and to the complete satisfaction of GMRC on notification by GMRC representative so that no train-set is unfit for operation beyond the stipulated downtime. In case any train-set remains unfit due to reasons attributable to contractor, GMRC may at their sole discretion impose a penalty on the contractor, commensurate with the revenue and opportunity loss to GMRC. Decision of GMRC shall be final and binding for imposition and type of punitive fines/action on the service provider/contractor. The total ceiling limit of all the penalties is 10% of total contract value. | Request to relax the total ceiling limit of all the penalties to 5% of total contract value.  | Tender conditions prevail.   |
| 29  | Scope of Work          | 9        | 18. Initial Induction   |                      | 18. Initial Induction<br>18.1. A minimum of sixteen persons shall be inducted initially by the contractor, within 30 days from the date of signing of agreement with GMRCCL<br>18.2. The inducted manpower shall include Maintainers and Team leaders. The contractor is free to decide his own maintainer to team leader ratio.<br>18.3. A service manager shall be deployed in depot within 7 days from the date of signing of  | 18.1: Induction of staff, minimum 60 days is required.<br>Also clarify the time-line for remaining 13 staff induction.<br>18.3: Induction of Service manager, minimum 30 days is required.<br>18.4: As stated in 18.1, kindly consider relaxation upto 60 days. | 18.1- Tender conditions prevail.<br>18.2- It is clarified that remaining manpower is required to be inducted within 30 days of notice by employer.<br>18.3- Tender conditions prevail.<br>18.4 -Tender conditions prevail. |

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|   |                        |          |                         |                      | agreement with GMRCL<br>18.4. If the contractor fails to completely induct 16 persons within the allowed time of 30 days, then the contract will be terminated after giving ONE-month prior notice, in which case, the contractor's performance bank guarantee will be invoked. |  |   |
| 30  | Scope of Work          | 10       | 19.2                    |                      | e. Recording various measurements viz. wheel data, Bogie parameters, Coupler data, Door parameters, etc. and fleet checks.<br>f. Downloading fault logs and data of various sub-systems in Rolling Stock.   | We consider that the few of the checks such as fleet check, door parameters, Bogie parameters and Downloading fault logs and data of various sub-systems in Rolling Stock is not part of the service check sheet and not considered for total maintenance personnel. | Tender conditions prevail.  |
| 31  | Scope of Work          | 10       | 19.3                    |                      | 19.3. Interfaces:<br>Rolling stock maintenance service contractor is required to interface with Cleaning contractor and Depot machinery and plants (M&P) Staff / contractor on a day to day basis, during the course of RS maintenance service.                                 | We consider that our scope is limited to the R.S maintenance and the Interface is not our scope.   | Tender conditions prevail.  |
| 32  | Scope of Work          | 11       | 19.5                    |                      | 19.5. Working Hours:<br>Rolling stock maintenance need to be performed round the clock. Hence the maintenance personnel need to work in three shifts and general shifts including on Saturdays, Sundays, NH/GH holidays including on strikes.                                   | If this condition is similar to force majeure and beyond the control of the Contractor, which makes it impossible for a party to perform the activities during strikes and request GMRCL to consider.  | Tender conditions prevail.  |
| 33  | Scope of Work          | 2        | 2                       |                      | 2. Scope of maintenance: Flow chart<br>Corrective maintenance and overhauling   | There is no provision for quoting the Corrective maintenance and overhauling in the BOQ, GMRCL to clarify on the same.   | It is clarified that corrective maintenance is not in scope of contractor. Tender conditions prevail. |
| 34  | BOQ                    | 6        | APPENDIX - 13A          |                      | Note:<br>1 The Tenderer shall indicate price adjustment against each deviation in Annexure 8A of BOQ.   | There is no Annexure 8A in BOQ and request GMRCL to clarify.   | Ref. Addendum-1<br>Dated 25-04-2022   |

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|   |                        |          |                               |                      | This price is the price which the tenderer shall reduced from this tender price if deviation(s) is/are accepted by the Employer.   |   |  |
| 35  | Scope of Work          | 4        | 3.5                           |                      | 3.5.The scope of work includes water servicing, filter cleaning, lubrication, visual inspection, repair and replacement of all kind of spares, and periodical repair / servicing/ Painting of major and specialized equipment.   | We consider that the total Maintenance personnel projected can not cater to the works such as water servicing, repair and replacement of all kind of spares, periodical repair / Painting of major and specialized equipment. | Please refer S.no 16 in scope of work. It may be noted that minimum manpower requirement, which is required to be enhanced by contractor as required to meet scope of work and performance parameters. |
| 36  | Scope of Work          | 8        | 12. Training Support by GMRCL |                      | 12.6. No penalty will be imposed by GMRCL on account of maintenance lapses during the period of 90 days training.  | We request to consider another 45days for Stabilization period of our work.   | Tender conditions prevail.   |
| 37  | Scope of Work          | 6        | 10                            |                      | 10.1. The contractor is responsible for providing training to maintenance personnel for executing the maintenance tasks as per the requirement of GMRCL. The contractor has to prepare handouts and other training material, provide classroom training and on- the-job training to newly recruited maintainers and Team leaders | We request GMRCL to provide the necessary Training Manuals, materials during the training period.   | Tender conditions prevail.   |
| 38  | SCC                    | 5        | Sub-Clause 10                 |                      | 1.4 Delay in attending in the preventive maintenance on the part of contract will invite penalty as per the amount mentioned below.  | We request GMRCL to define the time delay period for considering the penalty. If the delay is not due to the R.S maintenance contractor, it is not attributed on us.  | It is clarified that delay shall be calculated based upon the maintenance schedule / timeline provided to the contractor.  |

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|   |                          |                        |                         |                      | <table border="1"> <thead> <tr> <th>S. No.</th> <th>Activity</th> <th>Penalty per overdue ch</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>72 Hrs.- check</td> <td>₹ 5,000</td> </tr> <tr> <td>2</td> <td>A/15-Day Service Check</td> <td>₹ 10,000</td> </tr> <tr> <td>3</td> <td>B1/45-Day Service Check</td> <td>₹ 30,000</td> </tr> <tr> <td>4</td> <td>B4/180-Day Service Check</td> <td>₹ 1,20,000</td> </tr> <tr> <td>5</td> <td>B8/1-Year Service Check</td> <td>₹ 2,40,000</td> </tr> </tbody> </table> | S. No.  | Activity   | Penalty per overdue ch | 1 | 72 Hrs.- check | ₹ 5,000 | 2 | A/15-Day Service Check | ₹ 10,000 | 3 | B1/45-Day Service Check | ₹ 30,000 | 4 | B4/180-Day Service Check | ₹ 1,20,000 | 5 | B8/1-Year Service Check | ₹ 2,40,000 |  |  |
| S. No.  | Activity                 | Penalty per overdue ch |                         |                      |   |   |  |                        |   |                |         |   |                        |          |   |                         |          |   |                          |            |   |                         |            |  |  |
| 1   | 72 Hrs.- check           | ₹ 5,000                |                         |                      |   |   |  |                        |   |                |         |   |                        |          |   |                         |          |   |                          |            |   |                         |            |  |  |
| 2   | A/15-Day Service Check   | ₹ 10,000               |                         |                      |   |   |  |                        |   |                |         |   |                        |          |   |                         |          |   |                          |            |   |                         |            |  |  |
| 3   | B1/45-Day Service Check  | ₹ 30,000               |                         |                      |   |   |  |                        |   |                |         |   |                        |          |   |                         |          |   |                          |            |   |                         |            |  |  |
| 4   | B4/180-Day Service Check | ₹ 1,20,000             |                         |                      |   |   |  |                        |   |                |         |   |                        |          |   |                         |          |   |                          |            |   |                         |            |  |  |
| 5   | B8/1-Year Service Check  | ₹ 2,40,000             |                         |                      |   |   |  |                        |   |                |         |   |                        |          |   |                         |          |   |                          |            |   |                         |            |  |  |
| 39  | Scope of Work            | Page 1 of 11           | 1.2                     | 2                    | GMRCCL is equipped with suitable infrastructure for rolling stock maintenance. GMRCCL has commenced revenue operations from 06.03.2019 with 01 train set and currently operating with 09 trains at its EW corridor. The revenue operation is from 10:00 hrs. to 18:00 hrs. every day. The no. of trains and revenue operation time shall vary from time to time, during special events in particular. All 32 trains are planned for handed over to GMRCCL shortly.  | <p>We understand that 6.5 Km is in operation in E-W corridor out of 21.16 km. Please let us know the schedule of service operation for the remaining section and schedule for induction of all 18 trains into maintenance regime.</p> <p>Also, N-S corridor is still not in operation. Please let us know the schedule of service operation and induction of 14 trains into maintenance regime.</p> | Tender condition prevail.  |                        |   |                |         |   |                        |          |   |                         |          |   |                          |            |   |                         |            |  |  |
| 40  | Scope of Work            | Page 2 of 11           | 2                       | -                    | Preventive Maintenance Checks   | Please include 72 Hrs Check in preventive Maintenance.  | Please refer to S.no 1.4 of Scope of work. It is clarified that 72 hours check is within scope of work of the contractor |                        |   |                |         |   |                        |          |   |                         |          |   |                          |            |   |                         |            |  |  |
| 41  | Scope of Work            | Page 2 of 11           | 2                       | -                    | Optional Items "Day to Day Failure Management", "Intermediate Overhaul" & "Periodic Overhaul".  | Please provide the evaluation procedure for optional services.  | Tender condition prevail.  |                        |   |                |         |   |                        |          |   |                         |          |   |                          |            |   |                         |            |  |  |
| 42  | Scope of Work            | Page 3 of 11           | 3.2                     | 2                    | A typical distribution of schedules over a year is given in Typical distribution of maintenance checks.   | We request you to revise the clause as "A typical distribution of schedules over a year is given in Typical distribution of maintenance checks. <b>However based on the real time situation, employer will provide next 3 months rolling plan in every month</b> ".   | Tender condition prevail.  |                        |   |                |         |   |                        |          |   |                         |          |   |                          |            |   |                         |            |  |  |

| "Tender for providing maintenance services of Rolling Stock for GMRC, Phase-1"  |                        |              |                         |                      |   |   | GMRC's Response/<br>Clarifications<br>dated 25-04-2022 |
|---|------------------------|--------------|-------------------------|----------------------|---|---|--|
| TENDER NOTIFICATION No: GMRC/RS MAINTENANCE SERVICES/ PH-1/2022, Dt: 28/03/2022 |                        |              |                         |                      |   |   |  |
| Sr. No.   | Section/<br>Volume No. | Page No.     | Clause No /<br>Appendix | Clause /<br>Para No. | Tender Condition  | Tenderer's Query  | GMRC's Response/<br>Clarification                      |
| 43  | Scope of Work          | Page 3 of 11 | 3.4                     | 4                    | Based on the reliability of sub-systems, GMRC reserves its right to revise/ modify/decrease/increase the inspection schedules, its periodicity, introduction of any special schedules or special checks. The contractor has to accordingly re-orient his resources for accomplishing the revised tasks as his contractual obligation without any additional cost. | We request to give 3 months notice in case of changes in the inspection schedules to adjust our resources accordingly.<br>We request you to revise the clause as "Based on the reliability of sub-systems, GMRC reserves its right to revise/ modify/decrease/increase the inspection schedules, its periodicity, introduction of any special schedules or special checks, <b>by giving 3 months advanced notice</b> . The contractor has to accordingly re-orient his resources for accomplishing the revised tasks as his contractual obligation without any additional cost. " | Tender condition prevail.                              |
| 44  | Scope of Work          | Page 5 of 11 | 8                       | -                    | Service Manager Minimum Experience - At least 8 years in metro Rolling Stock maintenance is essential.  | We request you to revise the minimum experience to <b>5 Years</b> .   | Tender condition prevail.                              |
| 45  | Scope of Work          | Page 5 of 11 | 8                       | -                    | RS Maintainer - ITI with in Fitter or Electrician or Mechanic with minimum Experience 1 year Metro Rail/Railway/ Automotive/Airline Experience for ITI holders.   | If the qualification is Diploma, can we hire a fresher.   | Tender condition prevail.                              |
| 46  | Scope of Work          | Page 8 of 11 | 16.1                    | 1                    | The minimum manpower required to handle the proposed work is 30 persons per day. The contractor is free to shuffle the manpower from one depot location to the another while maintaining the minimum manpower requirement. The contractor is required to maintain the minimum manpower during holidays also.  | As employing minimum manpower will affect the revenue estimates in case of non availability of trainsets, We request you to add the below clause " <b>In case of non-availability of train-sets (upto 32 train-sets) on account of employer, as long as the expected performance levels are met by the contractor, there will be no penalty imposition as per clause 1.5 of Special Conditions of</b>   | Tender condition prevail.                              |

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|   |                        |  |  |                      |  | <b>Contract with respect to manpower requirement defined in clause 16.1."</b>   |  |
| 47  | Scope of Work          | Page 8 of 11                           | 16.1                                   | 1                    | The minimum manpower required to handle the proposed work is 30 persons per day. The contractor is free to shuffle the manpower from one depot location to the another while maintaining the minimum manpower requirement. The contractor is required to maintain the minimum manpower during holidays also. | We request to revise the clause as "The minimum manpower required to handle the proposed work is 30 persons per day, <b>including the personnel with weekly offs</b> . The contractor is free to shuffle the manpower from one depot location to the another while maintaining the minimum manpower requirement. The contractor is required to maintain the minimum manpower during holidays also." | Tender condition prevail.  |
| 48  | Scope of Work          | Page 9 of 11                           | 18                                     | 3                    | A service manager shall be deployed in depot within 7 days from the date of signing of agreement with GMRCL.   | We request you to revise the clause as "A service manager shall be deployed in depot within <b>30 days</b> from the date of signing of agreement with GMRCL".   | Tender condition prevail.  |
| 49  | FOT                    | Page No. 5 of 41 and Page No. 14 of 65 | SI No. i of Appendix - 1 and 4.2.1 (i) | Appendix - 1         | Amount of Performance Security - 3% of Accepted Value.<br><br>And<br>Performance Security in the form of Bank Guarantee for an amount of 10% of the Contract Value.  | We requesting to clarify the ambiguity of Performance Security.<br><br>And<br>As per the OM dated: 30th Dec' 2021 Ministry of Finance for the Performance Security (i.e 5 - 10% to 3%) extended to 31.03.2023.<br><br>Enclosed: OM Copy.  | Ref. Clause 1.1.2 and Appendix- 1 of FOT Performance Security 3% of Accepted value of work.<br><br>Tender condition prevail. |
| 50  | NIT                    | 11                                     | 1.1.3.2.                               | Minimum              | Similar work means "manufacturer or service provider for testing and commissioning / corrective maintenance / preventive maintenance of Metro Rolling stock / its subsystems.  | We are doing railway locomotive parts manufacturing and services business from last 60 years. Hence we require amendment in similar nature of work  | Tender condition prevail.  |

| "Tender for providing maintenance services of Rolling Stock for GMRC, Phase-1"  |                        |          |                         |                         |   |   | GMRC's Response/<br>Clarifications<br>dated 25-04-2022 |
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|   |                        |          |                         | Eligibility<br>Criteria |   | as- "manufacturer or service provider for testing and commissioning / corrective maintenance / preventive maintenance of Metro/Railways Rolling stock / its sub-systems.  |  |
| 51  | ITT                    | 23       |                         |                         | Award of Contract<br>Subject to paragraph F2, the Employer will award the Contract to the Tenderer whose ..... in the Tender Documents as per paragraph E4 and who has offered the Lowest Evaluated Tender Price as per paragraph E5.5. | We understand that this is very important project and effective manpower deployment will be required to provide qualitative and effective maintenance services.<br>It is very difficult for all the reputed consultant to participate in the tender without QCBS method for the selection of the bidder.<br>We believe that GMRC has adopted this tender evaluation method of QCBS in many previous important tenders.<br><br>Hence, we are requesting you to add QCBS Method of evaluation of T-80: F-20 to select bidder, if possible. This will help GMRC to bring reputed consultant with effective price for the services.<br>80%- Technical<br>20%- Financial | Tender condition prevail.                              |
| 52  | SCOPE OF WORK          | 5        | 8                       | 8                       | <b>8. Maintenance personnel Eligibility criteria:</b><br><b>RS Engineer</b> - 1year Metro Rail / Railway / Automotive/ Airline Experience.  | We understand that This project is very prestigious and requires complete efforts to deliver every module in professional manner. Hence it is essential the bidder should provide Qualified and experienced team for timely completion.<br>Hence, we are requesting you to modify the criteria as below:-   | Tender condition prevail.                              |

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|   |                        |          |                         |                      |   | <b>RS Engineer – 10 years Metro Rail / Railway / Automotive/ Airline Experience.</b>  |  |
| 53  | NIT                    | 3        | 1.1.2                   |                      | <b>Tender Guarantee / Security Amount:</b><br>Amount of EMD: - INR 15,14,000/- (Refundable) | <p>We have experienced that in many government projects, the EMD is exempted for MSME companies. also, the Govt. of India has issued the circular regarding the same dated 26-03-2012.</p> <p>As we are coming under MSME category we are requesting for exemption of Tender Guarantee/ Security Amount fees, if possible. Moreover, if require will share MSME certificate for your review</p> <p>(MSME circular issued by Govt. of INDIA is also attached for your reference)</p> | <p>Ref. Clause 1.1.2 of NIT(page-4 of 16)</p> <p>Tender condition prevail.</p> |