

"Tender for Annual Maintenance Contract of AFC System installed at 33 stations of Gujrat Metro Rail Project Phase-1."							GMRC's Response/ Clarifications dated 17-05-2022
TENDER NOTIFICATION No: GMRC/AMC/AFC-System/PH-1/2022, Dt: 08/04/2022							
Sr. No.	Section/ Volume No.	Page No.	Clause No / Appendix	Para No.	Tender Condition	Tenderer's Query	GMRC's Response/ Clarification
1	NIT	5	1.1.2	Para described below the table	* As per MSME act 2012 and amendment thereof, the firm registered under MSME/ NSIC are exempted in submission of Tender Fees and Tender Security subject to submission of valid registration certificate under appropriate category of Comprehensive Annual Maintenance Contract or maintenance / repair work as applicable as on the date of tender submission.	1) If exemption to MSME/NSIC applicable for both Tender fee and Tender security, then why (*) mark applied in "Tender fee" Row only. The (*) mark should also be applied on "Tender Security" row. Please clarify/ modify the table accordingly. 2) As per our understanding the subjected work is Non-Comprehensive AMC or maintenance/ repair work. Please clarify why its written "Comprehensive AMC" for MSME registered bidder? 3) No any category available under MSME/NSIC industry code (NIC) for AFC system. Therefore, please add/modify the appropriate category as per NIC/MSME/NSIC industry code.	Tender conditions prevail.
2	ITT	11	C 2.4	Para-2	With the tender submission, the tenderer shall submit the proof of VAT/Service Tax/GST registration or shall submit an undertaking that he will get registered with Gujarat VAT/Service Tax/GST authorities in case of award of LOA to them	1) If a vendor registered in Delhi GST regime/authority and not registered in Gujrat GST authority. Please clarify if copy of Delhi GST registration no. will suffice/ meet the tender requirement. 2) However, As per ITT clause C2.4, "the tenderer shall submit the proof of VAT/Service Tax/GST registration or shall submit an undertaking that he will get registered with Gujrat GST authorities in case of award of LOA to them. Please clarify or modify the NIT clause accordingly?	Tender is Acceptable as per clause 2.4 of ITT
3	NIT		clause 1.1.3.2 (B)		Financial Data for latest last three audited FY has to be submitted by the tenderer in appendix 18 of FOT alongwith audited balance sheets..... If audited balance sheet of any year is not submitted, the tender may be considered non responsive.	1) As per our understanding the latest last financial year is 2021-22 which is just completed on 31 march 2022. The audited balance sheet of 2021-22 could not be provided/ submitted at this stage. Please clarify whether our tender bid shall be considered responsive or non- responsive? If required, please modify the clause.	Appendix -18 itself clarify Tender conditions prevail.

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4	SOW	2	Clause-1	-	The AMC contractor shall perform Maintenance and up-keep of all hardware, software & other associated equipment's related to the full functionality of the AFC system as per requirement of GMRC at Stations, Depot and other premises of GMRC including trains.	We are unable to understand the AFC Scope at "other premises of GMRC including trains." Please clarify.	Please note that TVM/RCM/PCD may be utilized from other premises of GMRC including Trains
5	SOW	4	Clause-6	-	(a) to (f) The AMC.....AMC Contractor	1. Please provide list of special tools to be provided by GMRC 2. Details of stationery to be provided by contractor/GMRC.	1. The clause is self explanatory. Tender conditions prevail. 2. Refer Clause 6, Point E of SOW. It is clarified that the requirement of stationery is for the maintenance purpose
6	SOW	4	Clause-7	-	Documentation	Please clarify the Dekstop PC, Printer & its consumables like stationery, Ink/Cartridge/Toner etc. shall be provided by GMRC for maintaing the records & documents	This will be within AMC contractor scope of work. Tender conditions prevail
7	SOW	6	Clause-12	-	Time Line for Induction (1-2 Weeks for Recruitment of Perosnnel)	Time line for recruitment for personnel is too short. Please reconsider/ extend the induction time line.	Tender conditions prevail
8	SOW	7	Clause-17	-	Penalty & Liquidated damage (LD)	1.Please clarify whether penalty & LD are the same. 2. Please clarify whether maximum limit of commulative penalty is 10% of the contract value as mentioned in GCC & SCC as upper limit of LD.	1. Yes, Your understanding is correct 2. Yes, Your understanding is correct
9	SOW	7	Clause-17	-	Section/Station Names	1. Please provide details/information of operational sections/stations. 2. If all section/stations are not operational as on date then please provide tentative schedule of commissioning/ROD of balance sections/sations.	Presently 6 stations of EW1 reach are operational. Other stations are planned for operation from Jun-22 onwards

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						3. The above information is directly related with deployment of man power & payment etc.	
10	ITT	11	C 2.6	-	<b>c) Change in Taxes/Duty:</b> The contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax (including GST), duty or levy till the completion date including the date of extended period of contract	GST authorities regularly changing the tax slab therefore it is requested please reconsider the condition.	Tender conditions prevail.
11	ITT	12	C 13.1	-	The contractor shall provide tools /equipment as required to complete the work as per the schedule and within the completion period. The details of tools and equipment are mentioned in Appendix -2 of SOW and Annexure-5 of ITT	The details of tools and equipment are <b>NOT</b> mentioned in Appendix -2 of SOW and Annexure-5 of ITT, please provide the details	Ref: Addendum-1 dated 17-05-2022
12	ITT	15	Clause-C22	-	The Tenderer's attention is drawn to the provisions contained in Clause 15 of the General Conditions of Contract and Clause 31 of SCC.	SCC clause 31 not related with professional Indemnity Insurance. Please clarify/modify the document accordingly	Ref: Addendum-1 dated 17-05-2022
13	SCC	2	Clause-6	sub clause 4.2.3	The whole of the Performance Security amount shall be liable to be forfeited by the Employer at the discretion of the Employer, in the event of any breach of contract on the part of the Contractor. i) On completion of the entire work, full amount of the Performance	As per our understanding Defect Liability period clause is not applicable in this contract. Please modify the clause accordingly.	It is clarified that provision of the clause related which the scope of work of this contract shall be applicable.  Tender conditions prevail.

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					Security shall be refunded to the Contractor, on issue of work completion certificate. <b>This shall not relieve the Contractor from his obligations and liabilities, to make good that may be detected during the Defects Liability Period.</b>		
14	SCC	3	Clause-7	sub clause 4.	<p>Facilities for and Coordination with others.</p> <p>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:</p> <p><b>The Contractor shall take all reasonable steps to ensure that the Works are coordinated and integrated with the design, manufacture, installation execution and testing of such other works and shall in particular (but without limitation).</b></p>	Please review the sentence/para. We are unable to understand the clause in relation to this contract. Please Clarify.	<p>It is clarified that provision of the clause related which the scope of work of this contract shall be applicable</p> <p>Tender conditions prevail.</p>

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15	SCC	4	Clause-14	sub clause 4.18	<b>Electricity and Water</b> The Contractor shall be responsible for making his own arrangement at his own cost to obtain supply of gas for the works.	Please justify the requirement of gas for this work.	In case of welding is required, equipments, Gas etc. will be supplied by AMC contractor
16	SCC	4	Clause-16	sub clause 4.2.6	<b>Leaves Contractor to keep site clear. Deleted para</b> "On completion of Work the Contractor shall also clear away the labour camps..... Contractor's dues."	Please calarify/justify the applicability of labour camps for this contractor.	It is clarified that provision of the clause related which the scope of work of this contract shall be applicable
17	ITT & SCC	5	SCC Clause 27 sub clause 11.6 & ITT Clause C27		As per ITT clasue C27 (a) The payment will be made on a quarterly basis. However in SCC clause 27 sub clause 11.6 that payment shall be made against operational stations on a monthly basis for the activities carried out as per the work order in a month.	Both conditions are contradictory. Please Clarify/Modify the conditions.	Ref: Addendum-1 dated 17-05-2022
18	SCC	6	Clause 31	Sub clause 12.5	Variation in the bill of quantities	Please review and clarify the applicability/relevance of this clause for this tender. If required please modify the clause.	Clause is self explanatory. Tender conditions prevail
19	SCC	7	Clause 32	Sub clause 12.5	Insurance	As per our understanding Contractors's All Risk (CAR) policy to be taken to cover the risk/liability of Plants/Machinery/Equipments to be supplied/installed under the scope of work/contract. However in this AMC contract no any plant/machinery/equipments to be supplied/installed as per the SOW. Therefore you are requested to please review the CAR policy for this contract.	Tender conditions prevail

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20	FOT	37	Appendix 32	(Check List)	2.2 Additional Requirements ( c) Signed & stamped copy of valid license under contract labour act for latest assignment.	As per our understanding the contract labour license is issued for work to work basis. Therefore the same shall be provisioned after getting LOA/Contract. Please clarify the requirement of Labour License at bidding stage.	Tender conditions prevail
21	NIT	5	1.1.2		* As per MSME Act 2012 and amendment thereof, the firm registered under MSME / NSIC (i.e. National Small Industries Corporation) are exempted in submission of Tender Fees and Tender Security subject to submission of valid registration certificate under appropriate category of Comprehensive Annual Maintenance Contract or maintenance / repair work as applicable as on the date of tender submission	We are registered as MSME under <b>Classification Code 62013 - Providing software support and maintenance to the clients</b> , kindly clarify whether we shall be considered for EMD and Tender Fee Exemption.	Tender conditions prevail.
22	SOW	13	Appendix- 3		In case of commissioning of AFC system in phased manner the following manpower shall be deployed by the AMC contractor as a minimum.	Would Like to get Information on how many manpower is to be deployed in case there are 11 Stations under CAMC. As per the clause it shall be 1 Manager + 4 JEs + 12 Maintainers and for 10 Stations manpower deployment shall be 1 Manager + 2 JEs + 6 Maintainers that means for increase in 1 stations contractor has to additionally deploy 2 JEs + 6 Maintainers. Request you to please clarify on this.	Please refer "Appendix - 3. Point E"  Tander conditions Prevails
23	SOW		Appendix 3		Appendix 3: Employee- Experience and Qualifications, Deployment Model & Roles and Responsibility	For Technician whether without AFC experience can be considered	Refer Appendix 3 of SOW. It is clarified that AFC experience is preferable. General

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							experience of one year shall also be considered
24	SOW		Clause -3 c		3 (c) AFC AMC contractor team shall travel at his own cost for all kind of maintenance activities at stations & depot	For transportation during corrective maintenance whether GMRC can provide the pass for the staff as they may have to travel in between stations frequently	It is clarified that GMRC shall allow travel by Metro to AMC maintenance staff between stations. However, this shall be for AMC activities only.
25	SOW		SOW			It is mentioned "repairing and replacement ". Whether AMC contractor have to repair faulty modules?	First level repairing to be done by the AMC contractor. If non repairable, it will be sent to the DLP contractor for repair/replacement
26	SOW		Clause 6		6. Inventory management, Procurement of Tools and consumables	Our understanding Consumable is related to maintenance activity only. No paper roll or printer cartridge is part of this	Yes, your understanding is correct.
27	General		General			Total number of station mentioned in 33. Out understanding is 32 station, one depot and DTC	Yes. Old High Court (OHCI) is an interchange station for NS and EW lines & to be considered as one station only.
28	General		General			In a consortium weather foreign registered company can participate	Clause 1.1.3.1 it self clarify
29	General		General			Any room/furniture will be provided by GMRC for the maintenance staff in station?	Telecom Office rooms available at stations may be allowed, as required.
30	General		General			Can a wholly owned subsidiary can participate in the tender with the credentials of parent company?	No. Tender Conditions Prevail.