

Pre-bid Reply

Contract O&M/A-15: Supply and installation of Hand held terminals for DMRC parking lots, feeder buses & penalties and integration with existing DMRC AFC system at smart card and CCHS level

Sl. No	Document Reference	Page No.	Clause No.	Description in RFP	Clarification Sought	DMRC Remarks
1	NIT	1	1.1.2	Completion period of the Work Within 09 months from the date of issue of LOA except item 9 & 10 of BOQ followed by 3 years of DLP. Maintenance period of 4 years after successful completion of 3 years of DLP.	The estimated life of PTMs and for most electronic equipment (including server) is about five years, so it is requested that the Maintenance Period may be reduced to 2 years after 3 years of DLP period.	No change in tender condition
2	NIT	3	1.1.3.2 (A)	Work Experience At least one work of similar nature of value of INR7.00 crore or more OR Two works of similar nature each of value of INR 4.38 crore or more OR Three works of similar nature each of value of INR 3.50 crore or more.	Very few smart card based ticketing projects have been implemented in the country. In order to get good participation in the tender, it is requested that the Work Experience criteria may be reduced as follows: At least one work of similar nature of value of INR 3.50 crore or more OR Two works of similar nature each of value of INR 2.20 crore or more OR Three works of similar nature each of value of INR 1.75 crore or more.	No change in tender condition
3	NIT	3	1.1.3.2 (A)	The firm should have the experience of "setting up of smart card based ticketing system for transport sector and integration with legacy AFC system at smart card and CCHS level" during the last five years.	The clause is very restrictive, as there will be few companies who will meet this condition. Request you to modify the clause as under: The firm should have the experience of "setting up of smart card based ticketing system" during the last five years.	No change in tender condition
4	NIT	3	1.1.3.2 (A)	Definition of similar work: - The bidder should have experience of setting up of smart card based ticketing system for transport sector and integration with legacy AFC system at smart card and CCHS level	The definition of similar works is very restrictive, as there will be few companies who will meet this condition. Request you to modify the definition as under: The bidder should have experience of implementing handheld machine based ticketing system for transport sector	No change in tender condition
5	NIT	3	1.1.3.2	Work Experience The tenderers will be qualified only if they have completed work(s) during last five years ending 28.02.2015 as given below:	Does value mean revenue? Kindly explain.	Please refer clause no. 1.1.3.2 A of NIT which is self explanatory
6	NIT	1	1.1.2	Within 09 months from the date of issue of LOA except item 9 & 10 of BOQ followed by 3 years of DLP. Maintenance period of 4 years after successful completion of 3 years of DLP.	The life of Hand Held Terminal (HHT) and most other electronic equipment is 5 years. Here a contract period of 7 years and 9 months would require replacement of all assets. We propose that BOQ includes one more supply after 5 years.	No change in tender condition
7	NIT	1	1.1.2	Within 09 months from the date of issue of LOA except item 9 & 10 of BOQ followed by 3 years of DLP. Maintenance period of 4 years after successful completion of 3 years of DLP.	What is the difference between obligations of bidder during DLP and maintenance period?	Please refer Vol 2, Scope of Work, Para 1.2 and 1.3
8	Volume-1/ITT	13	C2.6 (c)	The contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax, duty or levy till the completion date including the date of extended period of contract.	There could be certain changes in the rates of taxes such as VAT, service tax, etc. over the contract period (which presently is 7 years after implementation). We request that the taxes may be paid to the contractor at actuals.	No change in tender condition
9	Volume-1/ITT	27	Annexure - 2A	Form of Additional Bank Guarantee	The purpose of this form of additional bank guarantee may be clarified.	Please refer Addendum No-1

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10	Volume-1/ITT	13	C 2.6 a)	For this purpose Metro Railway is "Railways" and such services provided to METRO Railway are also Railway services. The bidders shall examine his own assessment in regard to service tax liability in the contract. No separate service tax reimbursement will be made by DMRC.	Such services means erection and construction. This not being construction, DMRC should pay ST. Else it should take responsibility of the same	Clause is self explanotr. No change in tender conditions
11	Volume-1/ITT	13	C 2.6 b)	The responsibility to avail the concessional benefits under Project Import shall solely rest with the contractor. The coordinating HOD for the said purpose in DMRC is CE/Planning.	DMRC should make it explicit whether the import of items for final consumption of DMRC is exempt from excise and customs.	Clause is self explanotr. No change in tender conditions
12	Volume-1/ITT	13	C 2.6 b)	The contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax, duty or levy till the completion date including the date of extended period of contract.	DMRC should make it clear whether this is works contract or lease contract. Bidders will not be able understand the nature of taxes.	It's a works contract.
13	Volume-1/ITT	13	C 2.6 b)	The contract price shall not be adjusted to take into account any change in taxes, duties, levies or introduction of any new tax, duty or levy till the completion date including the date of extended period of contract.	As per the standard industry practice, DMRC should take tax risk. There should a change in law clause.	No change in tender condition
14	Volume-1/ITT	15	C 15.4	The quoted prices entered into the Form of Tender / BOQ should include all costs associated with the contract. Your financial proposal should be prepared using, but not limited to, the formats attached in the tender documents.	The BOQ provide is incomplete. It does not include all the cost heads. Kindly provide a detailed BOQ.	No change in tender condition
15	Volume-1/ITT	16	C 18.1	In case of joint venture/consortia, Bank Guarantee or FDR for tender security shall be in the name of joint venture/consortia and not in name of individual members.	The consortia are not registered. Please drop this.	Not agreed. No change in tender condition
16	Volume-1/ITT	15	E 5.6	If the lowest tenderer as evaluated as per E5.5 has given some minor deviations then the Employer has right to accept some or all such minor deviation and the offer of the lowest will be reduced by the price of such accepted deviations.	Kindly explain whether the offer will be reduced before comparison with others.	Clause is self explanatory
17	Volume-1/ITT	27	Annexure 2A	Form of Additional Bank Gurantee	There is no corresponding clause. Please drop this.	Please refer Addendum no-1
18	Volume-1/ITT	31	Annexure -4	Bank Certificate	It is business of DMRC to know the debt and equity composition of finance for this work. Also no bank would make any such commitment without project details. Certain bidders may not need bank assistance. Please drop this.	Not agreed. No change in tender condition

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19	Volume-1/SCC	53	5	The EMPLOYER shall have the right to make minor alterations/additions/substitutions in the specifications in the scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by Authorized EMPLOYER' representative.	Please drop this. A minor variation 'in the opinion of DMRC' may have huge cost implications for the bidder.	No change in tender condition
20	Volume-1/SCC	53	8	The EMPLOYER' General Conditions of Contract are applicable;	Almost 50% of GCC document is "COMPLETELY UNRELATED" to this project. It is for large scale construction project. Kindly provide a GCC document that pertains to this project. Not only that such provisions are unrelated, they are also completely unacceptable.	No change in tender condition
21	Volume-1/SCC	53	9	Any damage/breakage to the EMPLOYER property during the execution of work will be at the risk & cost of the Contractor & in this regard the EMPLOYER' decision will be final regarding amount of damage/breakage etc. The amount will be deducted from contractor's bill	There should be a mechanism to fix responsibility. Bidder cannot be responsible for any and every damage.	No change in tender condition
22	GCC	13	3	Making payment in the absence of Principal employer's representative deputed by Engineer	Is DMRC going to appoint a PMC for this project?	No PMC will be appointed by DMRC for this work
23	Volume-1/SCC	54	12	The Contractor during the Execution of work shall follow the Indian Electricity Rules, Indian Electricity Act & all other Statutory Rules, Regulations & Acts as available on date & during the period of contract.	Bidder is not going to operate either HHTs or backend. Please remove this clause.	No change in tender condition
24	Volume-1/SCC	54	14	The machines which cannot be used after completion of 7 years of service would be cannibalized to take out spare parts which can be used in other machines so that after retrieval of healthy spare parts, the balance machine can be scrapped.	We request you to remove/modify this clause. In first place, device life is only 5 years; secondly, the technology gets obsolete in 7 years; thirdly, it is technically and commercially not beneficial to use parts from defunct machines as spares because their lifespan is doubtful.	No change in tender condition
25	Volume-1/SCC	54	14	contractor will also give complete technical cum commercial offer for each of the Hand held Device machine along with clearly specifying the additional period which the machine would render beyond 7 years of service, if the works identified in the above technical cum commercial offer are under taken by DMRC with cost borne by DMRC.	As mentioned above, HHTs already used for 7 years would be more or less beyond their established lifespan and determining their remaining life would be an exercise in futility	No change in tender condition
26	Volume 2 Scope of Work	2	1.1 (19)	SAM procurement will be done by contractor. Sample SAM will be provided by DMRC for testing only.	SAM is a very secure element of the system. The complete specifications of the SAMs have not been provided in the tender. We request that SAMs for the PTMs may be provided by DMRC.	SAM specifications are standardized so necessary assumption should be made. Test SAM will be issued to successful bidder after signing Non Disclosure Agreement. SAM will be procured by the contractor; DMRC will provide necessary assistance.

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27	Volume 2 Scope of Work	2	1.2	Defects Liability Period" shall start from the date of taking over of the Works and extend for a period 3 years. In order that the Construction and/or Manufacture Documents and the Works shall be in the condition required by the Contract (fair wear and tear excepted) the Contractor, as soon as practicable, shall execute all such work of amendment, reconstruction, and remedying defects or damage, as may be instructed in writing by the Employer during the Defect Liability Period.	Please confirm that DMRC will pay the contractor for the batteries and other consumables during the DLP period.	During DLP period, contractor is responsible for all items excluding batteries, shoulder sling bag, sim and thermal paper.
28	Volume 2 Scope of Work	3	1.3	Spares for additional period	Please confirm that DMRC will pay the contractor for the batteries and other consumables during the Maintenance period.	During Maintenance period, DMRC will bear cost of batteries, sim, thermal paper and shoulder sling bag. Bidders should list all such consumable items in technical specifications.
29	Volume 2 Particular Specifications	6	1. (B)	Minimum hardware specifications with operator	Certain specifications of the PTMs mentioned in the tender are generally not available in handheld devices and are not essential for the project. In view of the same, we request for the following changes in the specifications of the PTMs: (a) Memory - RAM: 64 MB, Flash: 128 MB (b) WiFi is not required, as primary communication mode will be GSM/GPRS (c) All of USB, RS232 and LAN are not required. It may be specified that PTM should have either USB or RS232 connectivity. (d) Requirement of IP54 may be removed	(a) No change in Memory Specifications. (b) Wifi or GSM/GPRS can be provided. (c) Peripheral port for data transfer in form of either USB or RS232 or LAN 10/100 Base -T will be acceptable. (d) IP54 rating is for the PTM device excluding printer component, and will not be modified.
30	Volume 2 Particular Specifications	7	1. (B)	For sony felica card functionality required : able to read & display remaining value in smart card & last five transactions	In the specifications, it is mentioned that PTM should support Mifare Desfire (ISO14443-A) cards. Please confirm that Sony felica card support is also required in PTMs.	Yes, PTM should also support Sony felica cards as mentioned in tender document
31	Volume 2 Particular Specifications	10	5(a)	Server - Minimum hardware specifications	It is mentioned that the server should work in hot standby mode, whereas in BOQ, the quantity of servers is mentioned as 1. Please clarify, whether contractor will have to supply two servers or one.	There will be 2 separate servers which are redundant and working in hot stand by mode. The storage media will also be redundant (Raid 0/1/5 or better).
32	Volume 2 Scope of Work	3	1.3	The contractor shall provide spares to maintain handheld terminal (1049 no.) for four years beyond completion of DLP. The Contractor shall submit along with the tender a schedule of spare parts required for maintenance of the terminals for a period of 4 years. The contractor will give a Spares Management Plan detailing schedule of handing over of spares to DMRC. The contractor at all times shall make available with the employer sufficient quantity of spares so as to ensure smooth running of all the handheld terminals. If during the period of 4 years the actual consumption of types and number of spares is more than that indicated in the contract, the contractor shall provide such extra spares without any additional cost to DMRC.	DMRC should require a fixed % of spares from all bidders. The spare schedule of each bidder will be different and so will be its effect on quote. Someone may quote for less no of spares and reduce his quotation and so direct comparison willnot be possible. This becomes more important as the SLAs, MTTR & MTBF are not specified in the RFP for the PTM.	The contractor will maintain sufficient quantity of spares in advance with DMRC so that DMRC maintenance personnel are able to ensure smooth running of all the handheld terminals
33	Volume 2 Scope of Work	4	2.2	DLP and maintenance period payments. Read with item 9 and 10 of BOQ	The AMC costs range from 10% to 20% for all HW, SW per year. The payments should aligned to this industry reality. There may also be 100% replacement in this period.	No change.

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34	Volume 2 Scope of Work	2	10	Sample of each item shall be approved by DMRC before supply / installation.	If DMRC proposes to review the sample of devices then it should be done at the time of evaluation of bids.	No change.
35	Volume 2 Scope of Work	2	13	The back office System should store report data of all transactions (CSC and cash) for a period of 52 weeks	Please specify the duration for which the transaction data is to be stored	52 weeks
36	Volume 2 Scope of Work	3	1.3) Spares for additional period		As per our understanding, DMRC personnel will fix the spares. Bidder's responsibility rests at providing the spares	Yes, DMRC personnel will fix spares.
37	Volume 2 Particular Specifications	8	D (2) (b) Security Features	Blacklisting of SAM of PTM from Central server in case of theft.	-----	-----
38	Volume 2 Particular Specifications	8	D (2) (b) Security Features	Blacklisting of SAM of PTM from Central server in case of theft.	This will be difficult to achieve if the SIM is removed from the stolen device	Blacklisting of SAM is to be done at the server level.
39	Volume 2 Particular Specifications	8	Functionality of the bus	'validator' is mentioned in para 5	As per our understanding this refers to PTM. Please confirm.	Yes, validator refers to PTM
40	Volume 2 Particular Specifications	7	Software Features	The device should store details of all transactions (CSC and cash) for a period of 6 days. Old transactions should automatically be purged from the system on FIFO basis	Please specify the need for storing those transactions which are transmitted to DC.	To recover data in case of missing individual transactions at DC
41	Section 2 (Tender Prices and Schedule of Payment)	4	2.2	Schedule of Payment	It is mentioned that the advance payment will be adjusted against first three invoices. In this case, the sum of payments against various milestones (excluding advance payment) should be equal to 100%.	No change.
42	Volume -3 BOQ	3	5 and 7	Workstation for parking, ticketing & penalties charging Multiple Battery Charging station	Please provide specifications for workstations and battery charging stations	This will be dealt during detailed design after award of contract.
43	Volume -3 BOQ	3	6	Spare batteries	We suggest that the quantity of spare batteries may be increased to 1049 i.e. one spare battery with each handheld may be taken. This will help in better operational practices.	No change
44	Volume -3 BOQ	1	6	The tenderer may quote his offer either in Indian Rupees OR in a combination of Indian Rupees and freely convertible Foreign Currency. The SBI selling rate of exchange at the close of business 28 days before the opening of the tender shall be taken for getting the exchange rates of freely convertible Foreign Currency foreign currencies.	Will the payments be in foreign currency for the items quoted in foreign currency?	Yes.