

Madhya Pradesh Metro Rail Corporation Limited (MPMRCL)

(A Joint Venture of Government of India and Government of Madhya Pradesh)

CIN: U75100MP2015SGC034434

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Clarifications – 03

No.: 0239/MPMRCL/2022

Date: 21.02.2022

With reference to Tender Notification No.: 1427/MPMRCL/2021/Package BH&IN-02, Date: 02.11.2021, regarding “Design, Manufacture, Supply, Installation, Testing, Commissioning and Training of Standard Gauge Passenger Rolling Stock Cars (with 15 Years Comprehensive Maintenance) – 81 Cars for Bhopal and 75 Cars for Indore, including Signalling & Train Control and Telecommunication Systems (with 7 Years Comprehensive Maintenance)” for Bhopal Metro Rail Project and Indore Metro Rail Project, the Clarifications to the queries raised by the Tenderers in pursuant to clause 3.3 of Volume I – ITT, are as follows:

Sr. No.	Tender Document Reference	Clause/Sub-Clause/Para (Page No)	Tender Document Excerpt/ Title/ Particulars of Tender Document	Description of Query Raised by Tenderer	Clarification
1	Volume II, Clarifications – 02 dated 05.01.2022	Sr no. 161 & 162	Contract Price, PC 14.1	We understand that - 1. In case contractor is having Rolling Stock manufacturing facility outside the state of MP, in such case	Contract Price is exclusive of GST and GST rates will be applicable as per prevailing GST Act at the time of issuing of

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				<p>contractor to raise invoice from the state in which manufacturing facility by charging IGST as applicable to HS Code 8603 for composite supply of Rolling Stock.</p> <p>2. The Signalling scope will be works contract and will be subject to GST @12% as applicable to original works contract for railway works as per Service Accounting Code 9954.</p> <p>3. The maintenance scope for RS will be service contract and will be subject to GST rate as applicable to services.</p> <p>4. The maintenance scope for Signalling scope will not be original works and will be subject to 18% GST as applicable to works contract. The GST rate of 12% will not be applicable as it is not original works contract. Please confirm our understanding.</p>	<p>Contractor's Invoice. Statement given in Sr. 161 of Clarifications-2 stand withdrawn.</p>

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				<p>We would like to stress that in this Contract, Rolling Stock, Signalling, Telecom and their Maintenance are distinct packages for which separate prices have to be provided in the price schedule. Moreover, MPMRCL has also provided the provision to have specialist subcontractors for Signalling and Telecom respectively, which can be executed by different legal entities. GST is also exclusive of the Contract Price. In such a scenario, the tax treatment for Rolling Stock, Signalling and Telecom respectively would be separate and the GST applicable would be as per the respective HS code for Rolling Stock and the Service Accounting Code for railway works for Signalling and Telecom. For maintenance scope, the GST rate applicable would be 18% since it is a services scope.</p>	

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2	Volume II	Contract Price, 14.1 GC& PC - BOCW	This Contract is a lump sum price contract. The Contract Price shall be inclusive of all (also including statutory deductions viz TDS towards Income Tax and GST, Labour cess), except all the central, state, local taxes, duties, levies, cess and GST as applicable in the Employer's Country on the Plants, Materials and/or Works.	We request employer to clarify the BOCW applicability & deduction during execution from employer. Based other metro cooperation, below are normally followed 1) BOCW is not applicable on Rolling stock Pricing schedule (being Main scope is Movable property - BOCW is not applicable). 2) BOCW will be applicable on 15% of signalling Pricing schedule assumption 85% is supply portion in line with all other metro corporations. 3) BOCW is not applicable on maintenance scope of RS & SIG being no Building & Construction work (BOCW) activities performed during maintenance of trains & system. Please confirm the assumption so that cost can be factored accordingly.	"Pursuant to the Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996, the Contractor shall be liable for BOCW Cess, its applicability and the Contract Price shall be deemed inclusive of BOCW Cess. In case the contractor considers that the BOCW Cess shall not be applicable partially or fully (for portions of supply, services and/ or both, as the case may be), then the Employer shall levy and deposit BOCW Cess accordingly, subject to submission of appropriate undertaking/ certificate by the Contractor. The Contractor shall indemnify and hold harmless the Employer against and from all claims arising out of or in this

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					regard.” The Tender Conditions shall prevail.

Managing Director
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Bhopal