

PRE-BID QUERIES- Supply, installation, configuration of CCTV-Video Monitoring & Surveillance System including all components like camera, PoE /non-PoE switches, NVR, Display Monitors, Video Management Software and all related Licenses across CNG stations, Stores and office locations of GEL.

Tender ID: 334663

Sr. No.	Tender Clause No. / Annexures	Page No.	Tender Clause Description	Bidders Comments / Queries	Gujarat Energy Reply / Clarifications
---------	-------------------------------	----------	---------------------------	----------------------------	---------------------------------------

1	ITB, Clause No.1	3	Primary, Technical as well as Commercial Bid Submission must be ONLINE only through nProcure portal. Original hard copy is required ONLY for Primary Bid in case EMD is submitted in the form of Bank Guarantee and which is required to be submitted	Technical and Commercial Bid Submission: Kindly confirm whether the Technical Bid as well as the Commercial/Financial Bid is required to be submitted in physical mode in addition to the online submission.	BIDDER shall STRICTLY submit Technical as well as Commercial bids on n-procure portal (https://tender.nprocure.com) only. BID submitted/sent by any other means shall not be considered and shall be rejected.
2	Section V – Clause 7	2–3	CBG / Performance Guarantee	Kindly clarify whether the 2.5% Contract Bank Guarantee and 7.5% Performance Guarantee retention are applicable simultaneously, and confirm the exact release mechanism/timeline for the 7.5% retention.	2.5% CONTRACT BANK GUARANTEE (CBG) is required to be submitted against the total basic RATE CONTRACT VALUE awarded to successful bidder with validity till RATE CONTRACT VALIDITY i.e. 3 years + 3 months claim lodgement period thereafter. For Performance Gaurentee, 7.5 % of basic value of each submitted invoice shall be retained and shall be released after end of WARRANTY PERIOD + 3 months.

3	Section V - STC, Clause 7 (CPBG)	1	CBG @ 2.5% of total basic Rate Contract Value; PBG/Performance Security @ 7.5% of basic value of each invoice, released after Warranty Period + 3 months.	Kindly Consider the following : (a) Please confirm whether the 7.5% Performance Security against each invoice can be furnished as a Bank Guarantee (rather than a cash/payment deduction), to avoid blocking the Bidder's actual invoice realisation; (b) Since passive/civil items (cabling, digging, paver/RCC restoration) carry only a 1-year warranty vs. 5 years for active IT items, request a differentiated/lower Performance Security percentage or shorter retention period for the passive-item portion of each invoice, instead of a uniform 7.5% held for the full 5-year active-item warranty cycle; (c) Request a single consolidated Performance BG (similar to the CBG mechanism) covering the full Rate Contract, released in a pre-defined tranche-wise/pro-rata manner as each batch completes its warranty period, instead of requiring the Bidder to track and manage a separate PBG per invoice over the 3-year invoicing cycle; (d) Please confirm the combined/aggregate cap (if any) on total security held by GEL at any given point in time across CBG (2.5%) + per-invoice PBG (7.5%) + milestone retention (10%, released after 1 year), to enable the Bidder to plan working capital and bank-line requirements accurately.	Bidders to refer Section- V (A) - Revised Special Terms of Contract.
4	Section IV - GTC, Clause 42.2 (Termination)	28	Owner may terminate the Contract, in whole or part, without assigning any reason, by giving 24 hours' written notice.	Request GEL to clarify the compensation/reimbursement mechanism for the Contractor in case of a no-fault termination for convenience under Clause 42.2, particularly for costs already incurred (material procured, mobilised manpower, part-executed sites).	In case of Termination of Contract based on GEL business requirements and for reasons not attributable to CONTRACTOR, payment will be made based on actual executed quantities at site & certified by GEL Engineer-In-Charge.
5	Section IV - GTC, Clause 44.3 (Arbitration)	30	Sole Arbitrator to be appointed by the Owner (GEL).	In line with the amended Arbitration & Conciliation Act, 1996 (Section 12(5) and the 7th Schedule), kindly clarify the process for unilateral appointment of the sole arbitrator by one party (Owner) to ensure the arbitration clause is enforceable and neutral.	The arbitration shall be conducted by a sole arbitrator mutually agreed and appointed by the OWNER and the Contractor. If the parties fail to agree upon or appoint the sole arbitrator within thirty (30) days from the date of receipt

					of the request for appointment, either party may seek appointment of the arbitrator in accordance with provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
--	--	--	--	--	--