



Tender No: NMRC/Signalling/2024/353 "AMC of Signalling System at Noida-Greater Noida Metro Aqua Line". Pre Bid meeting date: 06.01.2025 (11:00 Hrs)
Place: Old Conference Room, Noida Metro Rail Corporation Ltd, Sec-29 Noida -201301
Bidder Name: Hitachi Rail STS India Private Limited

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Section 2: Terms of Reference; 2.2.8- VII; Page-9	Section 2: Terms of Reference; 2.2.8- III; Page-8	Section 2: Terms of Reference; 2.2.8- II; Page-8	Section 2: Terms of Reference; 2.2.3; Page-8	Clause No.
Details of supervision of maintenance performed by contractor.	Compilation of all Root Cause Analysis (RCA) reports.	Month wise work/activities and all checklist verified by NMRC representative.	The Maintenance team should be well equipped Contractor shall carry with requisite tools, personal protective and spares that are alre equipment, testing instruments and all other contract or the spar miscellaneous materials to troubleshoot the NMRC. The Maintena defective equipment and check the functionality & equipped with requisit performance of the equipment. In case of equipment, the string—in requirement, Employer shall share the available miscellaneous mater aperformance of the requirement, Employer shall share the available requirement, Employer specialized tools.	Description of Clause
Details of supervision of maintenance performed No separate supervision of maintenance is to be Please Refer S.N 3 of by contractor. by contractor. Details of supervision of maintenance is to be Please Refer S.N 3 of performed by contractor (Hitachi) as part of this Corrigendum 2 contract. Thus it is recommended to be deleted Details of supervision of maintenance performed by contractor	Compilation of all Root Cause Analysis (RCA)Compilation of all Root Cause Analysis (RCA) reports. No change reports.	checklist Month wise work/activities and all checklist verified Please Refer S.N 2 of by NMRC representative.	The Maintenance team should be well equipped Contractor shall carry out maintenance using tools Please Refer S.N 1 of with requisite tools, personal protective and spares that are already supplied as part of NS01 corrigendum 2 equipment, testing instruments and all other contract or the spares additionally procured by miscellaneous materials to troubleshoot the NMRC. The Maintenance team should be well defective equipment and check the functionality & equipped with requisite tools, personal protective performance of the equipment. In case of equipment, testing instruments and all other requirement, Employer shall share the available defective equipment and check the functionality & performance of the equipment. In case of requirement, Employer shall share—the available specialized tools.	Query Received
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Spare Planning &	2.3.1 ACTIVITY1- Technical Expertise/Support; 2.3.1.5; Page-10	2.3.1 ACTIVITY1- Technical Expertise/Support; 2.3.1.4; Page-10	2.3.1 ACTIVITY1- Technical Expertise/Support; 2.3.1.2; Page-9	2.3 Scope of Work- (iii); Page-9
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The contractor shall provide assistance/guidanceThe contractor in spare planning and procurement. The spare planning	The contractor shall help Employer in lab A lab has already development. The contractor shall also suggest contract. Thus, equipment/card repairing feasibility including further lab devel probable contractor/OEM details as and when Employer in lab required by the Employer. Including further lab development/card required in lab also suggest even for suggest e	The contractor shall guide and supervise on-site The contractor shall provide guidance and supervise training for each subsystem being conducted also perform any maintenance supervision as by NMRC personnel for its maintenance staff. However, contractor is not obliged to provide any training in this contract. Gentractor shall also perform any maintenance supervision as desired by the employer.	In the existing software if any glitch occurs, the In the existing software if any glitch occurs, the contractor shall take necessary action to rectify it. Contractor shall take necessary action to rectify it. Contractor has to assist in software updation of Contractor has to assist in software updation of servers, equipment related to operational failure servers, equipment related to operational failure of O&M. The Contractor shall ensure the O&M. The Contractor shall ensure the availability of all the latest/compatible Signalling of all the latest/compatible Signalling of all the latest/compatible Signalling software, manuals and drawings. Any new third-party party software, antivirus or licensed renewal software, antivirus or licensed renewal software, antivirus or licensed renewal except that of except that of Belden shall be procured by the Belden shall be procured by the Employer.	Back end support of 3rd Party equipment such as Back end Support of 3rd Party equipment as Frauscher, Dell and Delta equipment are not Frauscher, Vossloh, Dell, and Delta covered. However, front end support of these equipment is covered under the current AMC. Support of these equipment is covered under the current AMC. Support of these equipment is covered under the Also, backend Belden technical support is current AMC, Also, backend Belden technical covered under AMC. NMRC will manage if any support is covered under AMC. NMRC will manage if backend support required from any 3rd party supplier except Belden.
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provide assistance/guidance in Please Refer S.N 7 of procurement. The contractor Corrigendum 2	ā l	The contractor shall guide and supervise on-site The contractor shall provide guidance and supervise Please Refer S.N 6 of training for each subsystem. The contractor shall on-site training for each subsystem being conducted Corrigendum 2 also perform any maintenance supervision as by NMRC personnel for its maintenance staff. However, contractor is not obliged to provide any training in this contract. gentractor shall also perform any maintenance supervision as desired by the employer.	software if any glitch occurs, the Please Refer S.N 5 of take necessary action to rectify it. Corrigendum 2 to assist in software updation of ant related to operational failure of ractor shall ensure the availability of the signalling software. Any new third-party s or licensed renewal except that of rocured by the Employer.	
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4.3 Performance Bank Guarantee / Security Deposit, page 40	Section 2.1, Pg 8/76	11. Section 6: List of equipment and field gears; Page-54	2.3.15; Page-13	Procurement; Page- 10
4.3 Performance Bank To fulfill the requirement of performance bank PBG shall be provided on a reducing basis. PBG shall No change Guarantee / Security guarantee during the implementation period, the be valid for 60 months only as the contract duration is conditions. Successful Bidder (herein referred to as the 60 months. Also reduction in PBG amount to 3% of "Contractor") shall deposit 5% of the Contract contract amount is requested. Clause may be Price in form of FDR/ DD or unconditional and amended as below; scheduled bank in favor of Noida Metro Railla) To fulfill the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the Contract Price).	However, if the performance of the contractor is Our quote is only for 5 years. The clause may be Please Here S.N 10 or found satisfactory, AMC Contract amended as below; amended as below; amended as below; however, if the performance of the contractor is found mutually agreed terms and conditions for the satisfactory, AMC Contract same cost consideration as quoted by the bidder may be further extended upto two year based on mutually on pro-rata basis and costs consideration as quoted by the bidder and costs consideration as quoted by the bidder originally on pro-rata basis	List of Equipment installed at PF/Technical Point machine, Signal, Axle counter, Cables Please Refer S Rooms and Field Gears on mainline and in depot Termination Box & their associates are not covered in Corrigendum 2 required to be maintained by the contractor is AMC scope. Contractor scope of IXL shall be limited up to indoor MLK interlocking including EN rack (Entrance Rack).	Manpower Minimum Qualification Criteria (System Manpower Minimum Qualification Criteria needs amendment; Expert details) Post qualification experience of at least <u>07</u> 05 years can be complied for all sub-systems. Instrumentation engineering also needs inclusion.	contractor shall also provide a spares parts shall also provide a spares parts catalogue with price, validity period, specifications, service life, contractor details etc centractor details etc of all spare parts.
conditions.	Please Kerer S.N Corrigendum 2	Cables Please Refer S.N 9 of /ered in Corrigendum 2 limited N rack	needsPlease Refer S.N 8 of Corrigendum 2 years n.	12º 13º
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Section 5: Change in Taxes/ Duties/ Levies; 5.1.4; Page-43 & 44		
5.1.4 Change in Taxes/Duties/Levies" means the maintenance services without any material supplies. Corrigendum 2 occurrence or coming into force of the following, at any time after the date of submission of works contracts. Similarly changes in law of land can impact contract conditions. We request for i Any new tax which is imposed on composite work contracts applicable on Metro The scope is restricted to provision of annual Please Refer S. The scope is restricted to provision and scope is restricted to provide scope is restricted to provision and scope is restricted to provision and scop	Section 5: Contract The contract price, subject to any adjustment We understand that Building and oth Price, Taxes and there to in accordance with contract conditions Welfare (BoCW) welfare cess is not provided in the price, Taxes and the price, and the price, Taxes and the price, subject to any adjustment We understand that Building and oth price, Taxes and the price, subject to any adjustment We understand that Building and oth price, Taxes and the price, subject to any adjustment We understand that Building and oth price, Taxes and the price, subject to any adjustment We understand that Building and oth price, Taxes and the price, subject to any adjustment We understand that Building and oth price, Taxes and the price, Taxes and Ta	favc 66 Awa adju refur tenu exte rega that enca Authat Agree annu from subm
The scope is restricted to provision of annual Please Refer S.N 11 of maintenance services without any material supplies. Corrigendum 2 Hence, this clause shall not be restricted to composite works contracts. Similarly changes in law of land can impact contract conditions. We request for modification of this clause as follows: 5.1.4 Change in Law/Taxes/Duties/Levies	to any adjustment We understand that Building and other Construction contract conditions Welfare (BoCW) welfare cess is not applicable in s like GST, duties, relation to this contract. Please clarify.	k Guarantee bond issued by a scheduled bank or of Noida Metro Rail Corporation Limited valid (60+6) months within 30 days from Notice rd. EMD amount of successful bidder shall sted in the performance bank guarantee, icable. For unsuccessful bidder, EMD shall nded without any interest. In case of extension re, the performance bank guarantee shall also be ensured accordingly. All government guidelinated accordingly. All government guidelinated accordingly. All government guidelinated accordingly. The Extension of time for submission of the bank guarantee must be issued and shable from the bank branch located in Delhonly. The Extension of time for submission of from date of issue of LOA may be given by the cority who is competent to sign the Contract of the charged for the entire period is the date of issue of LOA to the date of LOA to the dat
Please Refer S.N 11 of Corrigendum 2	This is an AMC tender. So BOCW is not applicable on this tender.	

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contract applicable on Metro Project as per GST occurrence or coming into force of the following, at act Change in the rate of GST on Composite work a. Change in "Law/Taxes/Duties/Levies" means the tender/quotation. any time after the date of submission

this contract. Any new tax which is imposed that is applicable to

as per GST act" ii Change in the rate of GST applicable to this contract

- the enactment of any new Indian law;
- enactment of any existing Indian law; modification or
- ω a change in the interpretation of has become final, conclusive and judgement of a court of record which application of any Indian law by a

price will be applicable up to the stipulated date of the above three conditions. Adjustment in contract b. The Contract Price shall be adjusted due to any of with adjustment for changes as stated above. completion of work including extended period in case itis specifically mentioned that extension is granted

the condition of contract and in contract where price covered in the price variation clause 5.1.5 provided in considered and its impact shall be considered supply of materials/services/works etc. will not be (i), (ii) & (iii) above) in existing taxes/new taxes on c. Any other changes (except on account of clause (a)

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17. Section 5.2.6, Pg 45/76	16. Section 5.2.3, Pg 44/76	
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VII. fails to adhere to the agreed programme of WIII. fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of Works within the stipulated or extended period of Works within the stipulated or extended period of Works or parts of the complete the whole Work or part thereof within time because of poor record of work or part thereof within time because of poor record of the stipulated or extended period of works; or vill. fails to remove materials from the Site, or pull from the Engineer to the effect that the said materials or Works. The below events are not related to AMC, request to pelese Refer S.N 13 of delete the entire clause. Corrigendum 2 Work by margin of 10% of the agreed programme of Work by margin of 10% of the agreed programme of Work of the stipulated or extended period of Complete the Works or parts of the complete the whole Work or part thereof within time because of poor record of progress; or VIII. fails to remove materials from the Site, or pull from the Engineer to the effect that the said materials or Works within the said materials or Works.	5.2.3 Expiration of Contract Unless terminated earlier pursuant to Clause 5.2.6 Unless terminated earlier pursuant to Clause 5.2.6 Corrigendum 2 hereof, these conditions shall expire at the end of hereof, these conditions shall expire at the end of such time period as given in the time schedule in such time period as given in the time schedule in such time period as given in the time schedule in RFP RFP Document. However if the performance of Document. However, if the performance of the the contractor is found satisfactory, AMC contractor is found satisfactory, AMC Contract may be further extended upto two year be further extended upto two year based on mutually agreed terms and conditions agreed terms, and conditions for the same and cost for the same cost consideration as quoted by the consideration as quoted by the bidder originally on pro-rata basis. Please Refer S. Corrigendum 2 Corrigendum 2 Please Refer S. Corrigendum 2	variation clause is not provided, the impact of any other change (except on account of clause (a) (i), (ii) &(iii) above) in existing taxes/new taxes on supply of materials/services/works etc. will be deemed to be included in the quoted contract price.
ogramme of Corrigendum 2 corri	Please Refer S.N 12 of Clause 5.2.6 Corrigendum 2 at the end of hedule in RFP ance of the Contract may d on mutually ame and cost originally on	act or of clause (a) (i), works etc. will

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Gived Same.		Upon termination of the contract, the tractor shall not be release from any liability it to pay any sums then owing to the other y nor from the obligation to perform on the pharge any liability that had been incurred priceto.	deemed as cancelled & Performance Security will be encashed by the Employer. The Employer's decision to terminate the contract shall not prejudice any other rights of the employer under the contract.	contract without prejudice to his other rights. The total amount of liquidated damages, however, not exceed the limit of liquidated damages i.e. 15% of total AMC Contract value, after which contract will be	b) If the Agency fails to provide the services within The the period fixed for such services in and the contract or as extended or at any time contract the contract before the expiry of over the period the employer may terminate the access to the contract before the expired.	المراجعة الم
ABright	c. Upon termination of the contract, the contractor shall not be release from any liability shall to pay any sums not exceeding the contract value then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.	c) Upon termination of the contract, the the expiry of such period, the employer may terminate contractor shall not be release from any liability the contract without prejudice to his other rights. The shall to pay any sums then owing to the other total amount of liquidated damages, however, not party nor from the obligation to perform or exceed the limit of liquidated damages i.e. 15% of discharge any liability that had been incurred prior total AMC Contract value, after which contract will be deemed as cancelled & Performance Security will thereto. The Employer's decision to terminate the contract shall not prejudice any other rights of the employer under the contract	deemed as cancelled & Performance Security will Therefore it is recommended to modify the clause as be encashed by the Employer. The below; Employer's decision to terminate the contract shall not prejudice any other rights of the employer under the contract. by If the Agency fails to provide the services within the period fixed for such services in the contract or as extended or at any time repudiates the contract before	contract without prejudice to his other rights. The total amount of liquidated damages, Additionally, no limit of liability has been defined. however, not exceed the limit of liquidated damages, Liability of contractor cannot be uncapped. There has liquidated damages i.e. 15% of total AMC contract price. Contract value, after which contract will be	within The contract already has the provision for penalties Please Refer S.N 14 of and PBG that gets encashed in case of failure of Corrigendum 2 time contractor to provide the services. Enforcement of LD over and above penalty and BG encashment is not acceptable.	
DE CONTRACTOR					Please Refer S.N 14 (Corrigendum 2	

	4				20. 5.15 PENALTY & DEDUCTION; Page-50	19. 5.9, page 49/76
tab	and billing.	the subjectetio	penalty of INR 5,000/- per such instance shall be The levied.	In the event that same type of failure having same in cause occurring more than 4 times in a span of 90 days after having been presolved by the contractor, a	Penalty in case of service affecting failure leading Penalty shall to operational repercussion to operation (punctuality / reliability loss in train operation): agreement. H	Sub-Contracting To ensure c Sub-contracting of whole or part of the work shall have to hire not be permitted in the contract. If it will come to on regular rethe notice of employer that the whole or part of qualification the work has been subcontracted, the contract resources we will be terminated and performance bank recommende guarantee shall be forfeited and punitive action shall be initiated against the contractor.
All amounts against Srl 1 and 2 in the penalty table to be halved.	 (i) Hardware replacement whereby spares and support is to be provided by NMRC (ii) Time taken by NMRC to provide such spares shall not be taken into account for calculation of time for below table. 	Note: The total penalty deductions shall not inereby, the clause is recommended to be amened as exceed 10% of the contract value. Any penalties imposed on the Contractor under this Agreement shall be subject to final - Penalty in case of service affecting failure leading to determination at the sole discretion of the operational repercussion (punctuality / reliability loss in train operation) except below:	penaity of INR 5,000/- per such instance shall be The penalty amounts are also very high. All amounts levied.	In the event that same type of failure having same in the SOW attributed to Hitachi systems or if fault is cause occurring more than 4 times in a span of 90 days after having been preventive maintenance) by NMRC maintenance staff.	Penalty shall be applicable in case of default of Hitachi Please Refer S.N 15 of to render services for the chosen systems (IXL, ATS, Corrigendum 2 CBTC, DCS, FOTS) as per the terms of the agreement. However Penalty shall not be applicable if	Sub-Contracting To ensure continuity of service, the contractor may/No changes to contracting of whole or part of the work shall have to hire third party resources without they being conditions. Not be permitted in the contract. If it will come to on regular role of contractor however fully meeting resources the notice of employer that the whole or part of qualification eligibility as prescribed in tender. Such may be on the work has been subcontracted, the contract resources work under Hitachi's control, This clause is contractual will be terminated and performance bank recommended to be deleted totally. Shall be initiated against the contractor.
				~	iPlease Refer S.N 15 of Corrigendum 2	yNo change in RFP glconditions. However glresources deplyoed hmay be on regular or scontractual role of contractor.

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ii: If the system expert is not available physically at the site / remotely 2 hours after reporting a failure, a penalty of INR 2500/- per instance will be imposed.

iv In case preliminary failure analysis is not provided within 48 hours of a failure, a penalty of INR 1000/per instance will be imposed.

v. In the event that Root Cause Analysis (RCA) necessitates global support, it is imperative that such assistance be rendered within a one-month time frame subsequent to the occurrence of a failure, failing which, a penalty of INR 2500/- per instance shall be levied.

vi In the event that same type of failure having same cause occurring more than 4 times in a span of 90 days after having been resolved by the contractor, a penalty of INR 2500/- per such instance shall be levied.

vii. In case of any damage to NMRC property done by any of the workers of the contractor, the actual amount will be recovered or the contractor has to repair/replace such damage at his own cost.

Note: The total penalty deductions shall not exceed 10% of the contract value. Any penalties imposed on the Contractor under this Agreement shall be subject to final determination at the sole discretion of the Employer, whose decision shall be final and binding, shall be subject to determination of the Employer, which if the Contractor is not in agreement, shall challenge within 7 working days of receipt of Employer's decision with sufficient reasoning and proofs under conciliation as per clause 5.7.2.

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Section 5.25, Pg 53/76	21. 5.17, page 51//6
The Contractor shall insure against liability to third higher costs for third party insurance. In addition the Corrigendum 2 parties in the joint names of the Employer, the Contractor for any loss, damage, death or bodily injury which may occur to any physical property (except things insured otherwise) or to any person (except persons insured by the employer, staff of other contractor staff under parties in the joint names of the Employer, the Contractor staff under parties in the joint names of the Employer, the Contractor staff under parties in the joint names of the Employer, the Contractor for any loss, damage, death or bodily injury performance of the Contract. The insurance shall which may occur to any physical property (except persons insured by the employer, staff of other contractors working in the premises, contractor staff of other contractors working in the premises, contractor staff of other contractors working in the premises, contractor staff of other contractors working in the premises, contractor staff	B) ACCIDENTS B) ACCIDENTS If any accident occurs due to execution of work or tender. There is no clause no 1.5 of SCC in the contractor's amended as below; personnel it shall be the full responsibility of the Contractor's amended as below; structures/ material & equipment as well as rolling if any accident occurs to the structures/ material & equipment as well as rolling if any accident occurs due to execution of work or due to contractor's bill. The firm must maintain a "Zero Accident Record" any damage occurs to the firm must maintain a "Zero Accident Record" any damage occurs to the structures/ material & equipment as well as rolling than a must maintain a "Zero Accident Record" any damage occurs to the structures/ material & entered from the screeding 15% of total contract value will be levied. This penalty will be in addition to other penalties specified under the clause no 1.5 of The firm must maintain a "Zero Accident Record". In case of any major accident/fatality a penalty of the contract value will be levied. This penalty a penalty of not exceeding 15% of total contract value will be levied. This penalty will be in addition to other penalties specified under the clause no 1.5 of SCC. The firm must maintain a "Zero Accident Record". In case of any major accident/fatality a penalty of not exceeding 15% of total contract value will be levied. This penalty will be in addition to other penalties specified under the clause no 1.5 of SCC.

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	Section 8.4, Pg 64/76	
contract value due to any other reason in any 10% (or more) of the contract value due to any other reason in any 10% (or more) of the contract value due work of value more than 10% of NIT cost of work, to delay nor-imposed with penalty of 10% (or more) of the contract value due to any other reason in any years. work of value more than 10% of NIT cost of work, during 5 (five) years.	Section 8.4, Pg 64/76 f) Neither penalised with liquidated damages of The clause may be amended as below;	under Clause 5.26), which may arise out of the performance of the Contract. The insurance shall be at least for the amount Rs. 5 Lakhs for each incident with number of incident unlimited.
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