

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

S.N	Clause No.	Description of Clause	Query Received	Clarification by NMRC
1.	Section 2: Terms of Reference; 2.2.3; Page-8	The Maintenance team should be well equipped with requisite tools, personal protective and spares that are already supplied as part of NS01 contract or the spares additionally procured by NMRC. The Maintenance team should be well equipped with requisite tools, personal protective & defective equipment and check the functionality & performance of the equipment. In case of equipment, Employer shall share the available specialized tools.	Contractor shall carry out maintenance using tools and spares that are already supplied as part of NS01 contract or the spares additionally procured by NMRC. The Maintenance team should be well equipped with requisite tools, personal protective & defective equipment and check the functionality & performance of the equipment. In case of equipment, Employer shall share the available specialized tools.	Please Refer S.N 1 of corrigendum 2
2.	Section 2: Terms of Reference; 2.2.8- II; Page-8	Month wise work/activities and all checklist verified by NMRC representative.	Month wise work/activities <u>and all checklist</u> verified by NMRC representative.	Please Refer S.N 2 of Corrigendum 2
3.	Section 2: Terms of Reference; 2.2.8- III; Page-8	Compilation of all Root Cause Analysis (RCA) reports.	Compilation of <u>all</u> Root Cause Analysis (RCA) reports.	No change in RFP conditions.
4.	Section 2: Terms of Reference; 2.2.8- VII; Page-9	Details of supervision of maintenance performed by contractor.	No separate supervision of maintenance is to be performed by contractor (Hitachi) as part of this contract. Thus it is recommended to be deleted <u>Details of supervision of maintenance performed by contractor</u>	Please Refer S.N 3 of Corrigendum 2


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5. 2.3 Scope of Work- (iii); Page-9	Back end support of 3rd Party equipment such as Frauscher, Dell and Delta equipment are not covered. However, front end support of these equipment is covered under the current AMC. Also, backend Belden technical support is covered under AMC. NMRC will manage if any backend support required from any 3rd party supplier except Belden.	Back-end Support of 3rd Party equipment such as Frauscher, Vossloh, Dell, and Delta equipment are not covered. <u>However, front end support of these equipment is covered under the current AMC. Also, backend Belden technical support is covered under AMC. NMRC will manage if any backend support required from any 3rd party supplier except Belden.</u>	Please Refer S.N 4 of Corrigendum 2
6. 2.3.1 ACTIVITY1- Technical Expertise/Support; 2.3.1.2; Page-9	In the existing software if any glitch occurs, the contractor shall take necessary action to rectify it. Contractor has to assist in software updation of servers, equipment related to operational failure of O&M. The Contractor shall ensure the availability of all the latest/compatible Signalling software, manuals and drawings. Any new third-party software, antivirus or licensed renewal except that of Belden shall be procured by the Employer.	In the existing software if any glitch occurs, the contractor shall take necessary action to rectify it. Contractor has to assist in software updation of servers, equipment related to operational failure of O&M. The Contractor shall ensure the availability of all the latest/compatible Signalling software, manuals and drawings. Any new third-party software, antivirus or licensed renewal except that of Belden shall be procured by the Employer.	Please Refer S.N 5 of Corrigendum 2
7. 2.3.1 ACTIVITY1- Technical Expertise/Support; 2.3.1.4; Page-10	The contractor shall guide and supervise on-site training for each subsystem. The contractor shall also perform any maintenance supervision as desired by the employer.	The contractor shall provide guidance and supervise on-site training for each subsystem being conducted by NMRC personnel for its maintenance staff. However, contractor is not obliged to provide any training in this contract. contractor shall also perform any maintenance supervision as desired by the employer.	Please Refer S.N 6 of Corrigendum 2
8. 2.3.1 ACTIVITY1- Technical Expertise/Support; 2.3.1.5; Page-10	The contractor shall help Employer in lab development. The contractor shall also suggest equipment/card repairing feasibility including probable contractor/OEM details as and when required by the Employer.	A lab has already been set up as part of existing NS01 contract. Thus, Hitachi does not recommend any further lab development. <u>The contractor shall help Employer in lab development. The contractor shall also suggest equipment/card repairing feasibility including probable contractor/OEM details as and when required by the Employer.</u>	No change in RFP conditions.
9. 2.3.4 ACTIVITY 4- Spare Planning &	The contractor shall provide assistance/guidance in spare planning and procurement.	The contractor shall provide assistance/guidance in spare planning and procurement. <u>The contractor</u>	Please Refer S.N 7 of Corrigendum 2

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Procurement; Page-10	contractor shall also provide a spares parts catalogue with price, validity period, specifications, service life, contractor details etc of all spare parts.	shall also provide a spares parts catalogue with price, validity period, specifications, service life, contractor details etc of all spare parts.	
10. 2.3.15; Page-13	Manpower Minimum Qualification Criteria (System Expert details)	Manpower Minimum Qualification Criteria needs amendment; Post qualification experience of at least <u>07 05</u> years can be compiled for all sub-systems. Instrumentation engineering also needs inclusion.	Please Refer S.N 8 of Corrigendum 2
11. Section 6: List of equipment and field gears; Page-54	List of Equipment installed at PF/Technical Rooms and Field Gears on mainline and in depot required to be maintained by the contractor is provided below:-	Point machine, Signal, Axle counter, Cableless Termination Box & their associates are not covered in AMC scope. Contractor scope of IXL shall be limited up to indoor MILK interlocking including EN rack (Entrance Rack).	Please Refer S.N 9 of Corrigendum 2
12. Section 2.1, Pg 8/76	However, if the performance of the contractor is found satisfactory, AMC Contract may be further extended upto two year based on mutually agreed terms and conditions for the same cost consideration as quoted by the bidder originally on pro-rata basis	Our quote is only for 5 years. The clause may be amended as below; However, if the performance of the contractor is found satisfactory, AMC Contract may be further extended upto two year based on mutually agreed terms, <u>and conditions for the same and costs consideration as quoted by the bidder originally on pro-rata basis</u>	Please Refer S.N 10 of Corrigendum 2
13. 4.3 Performance Bank Guarantee / Security Deposit, page 40	To fulfill the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit 5% of the Contract Price in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favor of Noida Metro Rail Corporation Limited valid for 66 (60+6) months....	PBG shall be provided on a reducing basis. PBG shall be valid for 60 months only as the contract duration is 66 months. Also reduction in PBG amount to 3% of contract amount is requested. Clause may be amended as below; a) To fulfill the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit <u>3 %</u> of the Contract Price	No change in RFP conditions.

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		<p>in form of FDR/ DD or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favor of Noida Metro Rail Corporation Limited valid for 66 (60+6) months within 30 days from Notice of Award. EMD amount of successful bidder shall be adjusted in the performance bank guarantee, if applicable. For unsuccessful bidder, EMD shall be refunded without any interest. In case of extension of tenure, the performance bank guarantee shall also be extended accordingly. All government guidelines regarding PBG shall prevail. It shall also be ensured that the bank guarantee must be issued and encashable from the bank branch located in Delhi/NCR only. The Extension of time for submission of Performance Security beyond 30 (Thirty) days up to 60 days from date of issue of LOA may be given by the Authority who is competent to sign the Contract Agreement. However, a Penal Interest of 15% per annum shall be charged for the entire period i.e. from the date of issue of LOA to the date of submission of Performance Security.</p>	
<p>14. Section 5: Contract Price, Taxes and Duties; 5.1.3; Page-43</p>	<p>The contract price, subject to any adjustment there to in accordance with contract conditions shall be inclusive of all taxes like GST, duties, levies, royalties Service Tax etc. or any tax in replacement of such taxes</p>	<p>We understand that Building and other Construction Welfare (BOCW) welfare cess is not applicable in relation to this contract. Please clarify.</p>	<p>This is an AMC tender. So BOCW is not applicable on this tender.</p>
<p>15. Section 5: Change in Taxes/ Duties/ Levies; 5.1.4; Page-43 & 44</p>	<p>5.1.4 Change in Taxes/Duties/Levies a. Change in "Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender/quotation. i Any new tax which is imposed on composite work contracts applicable on Metro Project.</p>	<p>The scope is restricted to provision of annual maintenance services without any material supplies. 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</p>	<p>Please Refer S.N 11 of Corrigendum 2</p>

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	<p>ii Change in the rate of GST on Composite work contract applicable on Metro Project as per GST act</p>	<p>a. Change in "Law/Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender/quotation.</p> <p>i Any new tax which is imposed that is applicable to this contract.</p> <p>ii Change in the rate of GST applicable to this contract as per GST act"</p> <p>iii) If,</p> <ol style="list-style-type: none"> 1. the enactment of any new Indian law; 2. the repeal, modification or re-enactment of any existing Indian law; and/or 3. a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, <p>b. The Contract Price shall be adjusted due to any of the above three conditions. Adjustment in contract price will be applicable up to the stipulated date of completion of work including extended period in case its specifically mentioned that extension is granted with adjustment for changes as stated above.</p> <p>c. Any other changes (except on account of clause (a) (i), (ii) & (iii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the price variation clause 5.1.5 provided in the condition of contract and in contract where price</p>	
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		<p>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 <u>supply of materials/services/works</u> etc. will be deemed to be included in the quoted contract price.</p>	
<p>16. Section 5.2.3, Pg 44/76</p>	<p>5.2.3 Expiration of Contract Unless terminated earlier pursuant to Clause 5.2.6 hereof, these conditions shall expire at the end of such time period as given in the time schedule in RFP Document. However if the performance of the contractor is found satisfactory, AMC Contract may be further extended upto two year based on mutually agreed terms and conditions for the same cost consideration as quoted by the bidder originally on pro-rata basis.</p>	<p>5.2.3 Expiration of Contract Unless terminated earlier pursuant to Clause 5.2.6 hereof, these conditions shall expire at the end of such time period as given in the time schedule in RFP Document. However, if the performance of the contractor is found satisfactory, AMC Contract may be further extended upto two year based on mutually agreed terms, and conditions <u>for the same and cost consideration as quoted by the bidder originally on pre-rata basis</u></p>	<p>Please Refer S.N 12 of Corrigendum 2</p>
<p>17. Section 5.2.6, Pg 45/76</p>	<p>5.2.6 Termination of Contract VII. 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 complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to 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 down and replace Work, after receiving notice from the Engineer to the effect that the said materials or Works</p>	<p>The below events are not related to AMC, request to delete the entire clause. VII. 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 complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to 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 down and replace Work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or</p>	<p>Please Refer S.N 13 of Corrigendum 2</p>

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	<p>18. Section 5.2.6, Pg 46/76</p>	<p>have been condemned or rejected, or</p>	
	<p>b) 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 the expiry of such period, the employer may terminate the 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 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.</p> <p>c) Upon termination of the contract, the contractor shall not be release from any liability shall to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.</p>	<p>The contract already has the provision for penalties and PBG that gets encashed in case of failure of contractor to provide the services. Enforcement of LD over and above penalty and BG encashment is not acceptable.</p> <p>Additionally, no limit of liability has been defined. Liability of contractor cannot be uncapped. There has to be a ceiling of limit of liability to the value of contract price.</p> <p>Therefore it is recommended to modify the clause as below;</p> <p>b) 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 the expiry of such period, the employer may terminate the 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 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</p> <p>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.</p>	<p>Please Refer S.N 14 of Corrigendum 2</p>

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19. 5.9, page 49/76	5.9 Sub-Contracting Sub-contracting of whole or part of the work shall not be permitted in the contract. If it will come to the notice of employer that the whole or part of the work has been subcontracted, the contract will be terminated and performance bank guarantee shall be forfeited and punitive action shall be initiated against the contractor.	To ensure continuity of service, the contractor may have to hire third party resources without they being on regular role of contractor however fully meeting qualification eligibility as prescribed in tender. Such resources work under Hitachi's control, This clause is recommended to be deleted totally.	No change in FFP conditions. However resources deployed may be on regular or contractual role of contractor.
20. 5.15 PENALTY & DEDUCTION; Page-50	<p>Penalty in case of service affecting failure leading to operational repercussion (punctuality / reliability loss in train operation):</p> <p>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 5,000/- per such instance shall be levied.</p> <p>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.</p>	<p>Penalty shall be applicable in case of default of Hitachi to render services for the chosen systems (IXL, ATS, CBTC, DCS, FOTS) as per the terms of the agreement. However Penalty shall not be applicable if failure is originated due to other system not included in the SOW attributed to Hitachi systems or if fault is attributable to lack of proper maintenance (including preventive maintenance) by NMRC maintenance staff.</p> <p>The penalty amounts are also very high. All amounts need to be halved.</p> <p>Thereby, the clause is recommended to be amended as below:</p> <p>(i) - Penalty in case of service affecting failure leading to operational repercussion (punctuality / reliability loss in train operation) except below:</p> <p>(i) Hardware replacement whereby spares and support is to be provided by NMRC</p> <p>(ii) Time taken by NMRC to provide such spares shall not be taken into account for calculation of time for below table.</p> <p>All amounts against Srl 1 and 2 in the penalty table to be halved.</p>	Please Refer S.N 15 of Corrigendum 2

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		<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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21. 5.17, page 51/76	<p>SAFETY OF WORKS</p> <p>B) ACCIDENTS</p> <p>If any accident occurs due to execution of work or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor. If any damage occurs to the structures/ material & equipment as well as rolling stock, the cost of damage will be recovered from the contractor's bill.</p>	<p>The penalty and damage to NMRC property is already covered as part of clause 5.15, vi. There is a provision of Third party insurance also to cover losses. Additionally, there is no clause no 1.5 of SCC in the tender. Thereby the clause is recommended to be amended as below ;</p> <p>B) ACCIDENTS</p> <p>If any accident occurs due to execution of work or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the Contractor. If any damage occurs to the structures/ material & equipment as well as rolling stock, the cost of damage will be recovered from the contractor's bill.</p>	Please Refer S.N 16 of Corrigendum 2
22. Section 5.25, Pg 53/76	<p>5.25 THIRD PARTY INSURANCE</p> <p>The Contractor shall insure against liability to third 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 contractors working in the premises, contractor staff under Clause 5.26), which may arise out of the performance of the Contract. The insurance shall be at least for the amount Rs. 7.5 Lakhs for each incident with number of incident unlimited.</p>	<p>Amount for each incident is on a higher side leading to higher costs for third party insurance. In addition the number of instances for which third party insurance coverage is to be provided cannot be unlimited. Considering this, it is recommended to amend the clause as below;</p> <p>The Contractor shall insure against liability to third 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 contractors working in the premises, contractor staff</p>	Please Refer S.N 17 of Corrigendum 2

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		<p>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.</p>	
<p>23. Section 8.4, Pg 64/76</p>	<p>f) Neither penalised with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any work of value more than 10% of NIT cost of work, during 5 (five) years.</p>	<p>The clause may be amended as below;</p> <p>f) Neither penalised with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any work of value more than 10% of NIT cost of work, during 5 (five) years.</p>	<p>Please Refer S.N 18 of Corrigendum 2</p>

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