

**RFP for CAMC of 82 Escalators of Schindler make installed at the Stations of N- GN corridor
NOIDA METRO RAIL CORPORATION**

Tender No: NMRC/E&M/L&E/Escalator CAMC/162/2021

Date: 08/10/2021

Pre- Bid Meeting: September 27, 2021 at the Conference Room, Noida Metro Rail Corporation (NMRC) Limited, Ganga Shopping Complex, Sector- 29, Noida- 201301.

S. No.	Query Raised By	Clause No. of RFP	Clarification Requested	Existing Provision within RFP	Clarification / Amended by NMRC*
1	TK Elevator Pvt. Ltd.	4: Section Qualification, and Selection Process- Performance Bank Guarantee / Security Deposit	Performance Bank Guarantee: Since this is 3 years comprehensive annual maintenance contract (CAMC), the Performance Bank Guarantee (PBG) shall be deposited 10% of the yearly maintenance contract price, PBG shall be valid up to the 12 months (annual maintenance period), PBG shall be renewed/revised year on year basis / up to the completion of 3 years CAMC period.	To fulfill the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit 10% 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, which may be reduced for balance years on completion of each year, 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. The Performance Guarantee should be valid for a period of 06 (six) months beyond the CAMC.	Please Follow Tender Condition(s). ✓

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2	TK Elevator (India) Pvt. Ltd.	4: Section Qualification, and Evaluation Selection Process- Payment terms	Payment shall be made/ payable on Quarterly basis within 15 days from the date of Invoice submission / certification.	a. The payment will be made on Quarterly basis as per the accepted rates based on the actual work carried out as per the Schedule of work (Bill of Quantity) after satisfactory verification by the users from NMRC. d. GST, if claimed, will be reimbursed only if the GST registration number is mentioned in the invoice. In the absence of GST registration number, GST will not be reimbursed.	Please Follow Tender Condition(s).

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3	TK Elevator (India) Pvt. Ltd.	5: Section Special Conditions of Contract (SCC)- SCC Clause 1.1.1	Performance Bank Guarantee: Since this is 3 years comprehensive maintenance contract (CAMC), the Performance Bank Guarantee (PBG) shall be deposited, PBG shall be valid up to the 12 months (annual maintenance period), PBG shall be renewed/revised year on year basis / up to the completion of 3 years CAMC period.	The successful tenderer shall furnish to the Employer a security in the form of a bank guarantee for an amount of 10% of the Contract value and bank guarantee will be released on year to year on the basis of successful completion of yearly work followed by issue of performance certificate by the Engineer-In-Charge. If the contractor fails to submit the Performance bank guarantee as specified time limit i.e. within 30 days of receipt of NOA, quarterly running bill payment will be released to contractor by deducting 10 % of the payment amount from quarterly running bill. In case the contract value exceeds beyond 25% of the original contract value, the contractor shall have to submit additional performance security.	Please Follow Tender Condition(s).

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4	TK Elevator (India) Pvt. Ltd.	Section 5: Special Conditions of Contract (SCC)- SCC Clause 1.5	Penalty amounts / deduction rates are very high, kindly reduce the same. Minimum deduction need to be equivalent to per units (lifts) per day maintenance charges, subject to maximum of 15% of the lift's annual maintenance price.	<p>a) The reliability of equipment should be of level that it does not result in injury/fatality of Escalator user due to equipment failure. Any claim/ Damage /Compensation claimed by the affected passenger/ escalator user on account of equipment failure shall be recovered from the contractor. In addition, NMRC shall impose a penalty @ Rs 15,000/- (Rs Fifteen Thousand Only) per case. The penalty shall be applicable during CAMC period.</p> <p>b) If escalator is kept out of service for more than 24 hrs due to non-availability of Spares or due to lack of proper attention. NMRC shall impose a penalty of Rs 15,000/- (Rs Fifteen Thousand Only) per day for each such case. The penalty shall be applicable during CAMC period.</p> <p>c) Call out Ratio</p> <p>Failure: Escalator not available for more than three hour for passenger service shall be registered as a failure provided:</p> <p>(1) Failure is attributable to Design defect</p> <p>(2) Equipment failure / replacement</p> <p>(3) Manufacturing defect.</p> <p>(4) Maintenance lapse (during CAMC by the contractor)</p> <p>The call out ratio i.e. engineer visits to the site for non-schedule</p>	Please Follow Tender Condition(s).

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				<p>maintenance for the failures as defined above, should not exceed 3 on any one of the escalator in a year. If the visit of engineer for non-schedule maintenance exceeds 3 per escalator per year, a penalty of Rs. 15,000/- (Rs Fifteen Thousand Only) shall be imposed for each such visit. The penalty shall be applicable during CAMC period.</p> <p>d) In addition to the above, additional penalties for accident, staff without uniform, less manpower etc may be imposed separately in case of any violations as under:-</p> <p>The firm must maintain a "Zero Accident Record". In case of any major accident /fatality a penalty up to 20% of the total bill for the quarter in which the incidence taken place shall be imposed.</p> <p>If site staff is found absent or short, a deduction at the rate of equivalent to latest daily minimum wage plus Rs. 1000/- per employee per day will be charged. The rate of wages shall be as per minimum wages rate as applicable to each category of staff.</p> <p>If during inspection, the workers are not found in uniform, a penalty of Rs.500 per employee per day may be imposed.</p> <p>If during inspection, the workers are</p>	

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5	TK Elevator (India) Pvt. Ltd.	Section 5: Special Conditions of Contract (SCC)-	Payment shall be made/ payable on Quarterly basis within 15 days from the date of Invoice submission/acceptance.	<p>not found in proper PPE (Personnel protective equipment) during working, a penalty up to Rs.2000/- per employee per day may be imposed.</p> <p>In case of any damage to NMRC property done by any of the worker of the contractor, the actual amount will be recovered or the contractor has to repair/replace such damage at his own cost.</p> <p>Any Non-compliance of the provisions of labour laws by the contractor any time during the course of execution of the contract, will lead to termination of the contract.</p> <p>The penalties as prescribed above shall not relieve the contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract.</p> <p>e) It should be clearly understood that if, total penalty and deductions in any one year of the contract exceeds 25% of the average annual value of contract, the contractor will be blacklisted from NMRC for participation in the similar category of works.</p>	<p>ON ACCOUNT PAYMENT APPLICATION FOR INTERIM PAYMENT CERTIFICATES</p> <p>Payment shall be made on Quarterly</p>
					Please Follow Tender Condition(s).

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		SCC Clause 5.5		<p>basis upon submission of Bills with requisite documents/details as mentioned in clause no. 10 of SCC by contractor separately and bill will be verified by nominated Engineer In-charge. The value of all work done in accordance with the Contract, and the amount which is finally due, and For the purpose of On-account payment, the contractor shall submit detailed activities carried out as per BOQ recorded in Measurement sheets, Abstract sheets along with recorded bill for the item actually executed for checking and payment. Payment will be effected based on unit rates as approved in the Bill of Quantities.</p> <p>The contractor shall submit the check sheets, Service Sheets etc duly signed by the Engineer-In-charge's representative for work done.</p> <p>If any activities are not carried out as per the schedule of work, the proportionate amount will be deducted from the bill. If the work carried out through other agency under the intimation to contractor and the charges incurred on it will be deducted from the contractor's bill. In addition the applicable penalty will be levied as per Special</p>	

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6	TK Elevator (India) Pvt. Ltd.	GCC-clause 16	Consequential Damages Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract	Condition of Contract.	Please Follow Tender Condition(s). Please refer GCC clause 16.
7	TK Elevator (India) Pvt. Ltd.		Limitation of Liability: The aggregate total liability of the Contractor to Customer/Employer under the Contract shall not exceed the total Contract Price		Please Follow Tender Condition(s).
8	TK Elevator (India) Pvt. Ltd.		Seeking support from the employer to arrange access for system software passwords which are been locked by the existing contractor for security measures.		Please Follow Tender Condition(s). Employer will facilitate interfacing between OEM and contractor.
9	TK Elevator (India) Pvt. Ltd.	Section 5: Special Conditions of Contract (SCC)- SCC Clause 4.3	Scope of work activity and the responsibilities for six month after contract closure is not clear. Please elaborate the scope for this six month.	DEFECT LIABILITY PERIOD Standard warranty of the item shall be applicable as granted by the manufacturer. However the contractor shall be responsible for all workmanship up to six months from the date of completion of the work.	Please Follow Tender Condition(s).
10	TK Elevator (India) Pvt. Ltd.	Section 6: Technical Specifications - Employer's Requirements-	RMS instruments been provided by the different company. The equipment's for CMS & RMS are not a part of Escalator maintenance. Support for	Contractor has to maintain in healthy working condition the Remote monitoring system (RMS) of escalators installed at every station and Central monitoring system	Please Follow Tender Condition(s). Employer will facilitate interfacing between OEM

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		c30	Integration from escalator shall be in contractor's scope whereas peripherals for RMS & CMS shall not be in the scope of this contract	(CMS) installed in OCC building during the CAMC period. Any spare parts or consumables required to maintain RMS and CMS will be deemed to have been included in the contract and shall be supplied by the contractor.	and contractor.
11	TK Elevator (India) Pvt. Ltd.		For smooth transition of Handing over and Taking Over in order to have all the units in working condition, an overlapping of at least one week from the existing contractor to the newly appointed contractor is recommended to have safe and smooth operation.		Handover of all units to the awarded Tenderer will be on "as is where is basis".
12	Schindler India Pvt Ltd.	GCC- Guarantees and Warranties- 4.2.4.(ii)	Suggested Text for the Amendment - A written Warrantee to be provided, because Schindler provides only Warrantee	A written Guarantee in the approved format from a Parent Company, the identity of which shall have been submitted in writing to the Employer prior to acceptance of the Tender and against which the Employer shall have raised no objection.	Please Follow Tender Condition(s).
13	Schindler India Pvt Ltd.	GCC-Time for Completion- 8.2	Suggested Text for the Amendment - Subject to events or delays outside reasonable control of Schindler For eg. In event of natural calamities, pandemic etc.	Time is the essence of Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract. The Contractor shall ensure defect free completion and passing of tests on the completion, including integrated testing wherever provided in scope of Work and commissioning of the whole of the Works and/or parts thereof before the same is taken over by the Employer.	Please Follow Tender Condition(s).

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14	SYSTEMATIC FINANCE COMPANY	5: Section Special Conditions of Contract (SCC) - SCC Clause 1.5	<p>a) The reliability of equipment should be of level that it does not result in injury/fatality of Escalator user due to equipment failure. Any claim/ Damage /Compensation claimed by the affected passenger/ escalator user on account of equipment failure shall be recovered from the contractor. In addition, NMRC shall impose a penalty @ Rs 10,000/- (Rs Ten Thousand Only) per case. The penalty shall be applicable during CAMC period.</p> <p>b) If escalator is kept out of service for more than 24 hrs due to non availability of Spares or due to lack of proper attention, NMRC shall impose a penalty of Rs 10,000/- (Rs Ten Thousand Only) per day for each such case. The penalty shall be applicable during CAMC period.</p> <p>c) Call out Ratio Failure: Escalator not available for more than three hour for passenger service shall be registered as a failure provided: (1) Failure is attributable to Design defect (2) Equipment failure / replacement (3) Manufacturing defect.</p>	<p>PENALTY & DEDUCTION</p> <p>a) The reliability of equipment should be of level that it does not result in injury/fatality of Escalator user due to equipment failure. Any claim/ Damage /Compensation claimed by the affected passenger/ escalator user on account of equipment failure shall be recovered from the contractor. In addition, NMRC shall impose a penalty @ Rs 15,000/- (Rs Fifteen Thousand Only) per case. The penalty shall be applicable during CAMC period.</p> <p>b) If escalator is kept out of service for more than 24 hrs due to non-availability of Spares or due to lack of proper attention, NMRC shall impose a penalty of Rs 15,000/- (Rs Fifteen Thousand Only) per day for each such case. The penalty shall be applicable during CAMC period.</p> <p>c) Call out Ratio Failure: Escalator not available for more than three hour for passenger service shall be registered as a failure provided: (1) Failure is attributable to Design defect (2) Equipment failure / replacement (3) Manufacturing defect. (4) Maintenance lapse (during CAMC by the contractor) The call out ratio i.e. engineer visits</p>	Please Follow Tender Condition(s).

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			<p>(4) Maintenance lapse (during CAMC by the contractor) The call out ratio i.e. engineer visits to the site for non-schedule maintenance for the failures as defined above, should not exceed 3 on any one of the escalator in a year. If the visit of engineer for non schedule maintenance exceeds 3 per escalator per year, a penalty of Rs. 15,000/- (Rs Fifteen Thousand Only) shall be imposed for each such visit. The penalty shall be applicable during CAMC period. - This clause should be deleted or list of faults should be specified for which it shall be applicable. We also request MAX penalty limit to be limited to 10% of quarterly.</p>	<p>to the site for non-schedule maintenance for the failures as defined above, should not exceed 3 on any one of the escalator in a year. If the visit of engineer for non-schedule maintenance exceeds 3 per escalator per year, a penalty of Rs. 15,000/- (Rs Fifteen Thousand Only) shall be imposed for each such visit. The penalty shall be applicable during CAMC period.</p>	
15	SYSTEMATIC FINANCE COMPANY	Section 5: Special Conditions of Contract (SCC)- SCC Clause 4.3	<p>We request you to kindly specify scope of work - supply / installation / both. We feel it should be only for manufacturing defects and should be limited to supply. NMRC should also specify if failure occurs due to improper maintenance then will this clause be applicable.</p>	<p>DEFECT LIABILITY PERIOD Standard warranty of the item shall be applicable as granted by the manufacturer. However the contractor shall be responsible for all workmanship up to six months from the date of completion of the work.</p>	Please Follow Tender Condition(s).
16	SYSTEMATIC FINANCE COMPANY	Section 6: Technical Specifications- Recommended	<p>We presume that there are only 3 rating of V3F - 11 kw, 15 kw and 22 kw. Presently vacon make of vfd are installed, we request</p>	<p>1. V3F Drive of each rating in accordance with motor 2. Mother board or equivalent PLC with All attached PCB cards</p>	Please refer Section 6: Technical Specifications - Employer's Requirements-2 (a) of RFP.

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		Critical Parts for CAMC	NMRC to allow us to replace the V3F with either VACON of YASKAWA make of drive in case of failures. We request NMRC to clarify that in case we replace mother card with PLC who will validate the programming / safety functions of the PLC.	<ol style="list-style-type: none"> 3. Service brake coil assembly 4. Radar Sensor IRAD_2M_24V 5. Steps 6. Emergency brake complete assembly 7. 3 Ø Induction Motor of rating 11KW,15KW and 22KW 	
17	SYSTEMATIC FINANCE COMPANY	Section 6: Technical Specifications - Employer's Requirements- c13	We request NMRC the same process should be done before the successful bidder takes over the escalators, or at least 15-20 days overlap period should be provided so that successful bidder takes over the escalators in perfect condition	Before the expiry of the CAMC the Contractor shall perform a loading test for each escalator to re-confirm that the function of the system is being met and shall undertake corrective adjustment if necessary. This test may be incorporated into the half-yearly equipment survey maintenance works.	Handover of all units to the awarded Tenderer will be on "as is where is basis".
18	SYSTEMATIC FINANCE COMPANY	Section 6: Technical Specifications - Employer's Requirements- c30	NMRC should provide successful bidder all software and interface cables(between PC and card) used in the ESCALATOR and CMS/RMS system	Contractor has to maintain in healthy working condition the Remote monitoring system (RMS) of escalators installed at every station and Central monitoring system (CMS) installed in OCC building during the CAMC period. Any spare parts or consumables required to maintain RMS and CMS will be deemed to have been included in the contract and shall be supplied by the contractor.	Please Follow Tender Condition(s). Employer will facilitate interfacing between OEM and contractor.
19	Delhi Cranex Pvt. Ltd.	Section 5: Special Conditions of	You have mentioned that standard warranty of item shall however failure of 1 item may	DEFECT LIABILITY PERIOD Standard warranty of the item shall be applicable as granted by the	Please Follow Tender Condition(s).

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20	Delhi Cranex Pvt. Ltd.	Contract (SCC)- SCC Clause 4.3	<p>also be dependent of other items which have not been changed. Moreover electrical parts in any case do not carry any warranty because the reason for momentarily short circuit or transients in power supply would not remain visible but would cause failure of the electrical components</p> <p>In any case once our contract is over and taken over by another party, We can't be held responsible for any negligence or willful damage caused by the current maintenance team.</p> <p>It is also pertinent to point out that when we take the present contract in case it is awarded to us, are all the components covered under warranty by the agency who has been doing the maintenance so far?</p> <p>As seen it is requested to remove this clause and simply state that the Escalators should be in good working condition when it is handed over to the new agency.</p>	<p>manufacturer. However the contractor shall be responsible for all workmanship up to six months from the date of completion of the work.</p> <p>20 escalators out of total 82 escalators installed at NGN stations are to be put under Preservation contract only, wherein, scope of maintenance will be reduced to periodic maintenance. Out of 12 major/minor preventive</p>	<p>Please refer addendum</p> <p>Call out ratio clause for 20 Escalators under preservation contract is amended, i.e. Engineer visits to the site for non-</p>

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21	Delhi Cranex Pvt. Ltd.	Section 6: Technical Specifications- Employer's Requirements- Detailed scope of Work: 2. c28	breakdown the contractor will be panelized in the same manner in the both contract. As seen these 20 escalators should not be deprived of the regular monthly service, because the frequency of service is dependent not only on the uses of the escalator, but also on the time gaps, from one service to another. As such all 82 escalators should be covered under the same maintenance frequency and cycle.	<p>maintenance done under CAMC in a year, only 4 major preventive maintenance will be carried out by the contractor under preservation contract, however the contractor will attend all the service calls and also supply all the spares parts and consumables.</p> <p>Software Support</p> <p>1. The Contractor shall submit to the "Engineer" for review, the software support plan at least 90 days before commencement of software installation. Employer will have the right, for multiple use of the Software. Employer at his discretion may download the software on multiple PCs as per the requirement. For this purpose no specific password, key number should be required from the contractor/software firm. Contractor shall submit all new versions to the "Engineer" for review at least 2 weeks prior to their Installation. The new versions of software shall not degrade the operation of the</p>	<p>schedule maintenance for the failures as defined above, should not exceed 4 on any one of the escalator in a year. If the visit of engineer for non-schedule maintenance exceeds 4 per escalator per year, a penalty of Rs. 15,000/- (Rs Fifteen Thousand Only) shall be imposed for each such visit. The penalty shall be applicable during CAMC period.</p> <p>Please Follow Tender Condition(s).</p> <p>Employer will facilitate interfacing between OEM and contractor.</p>

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				<p>System.</p> <p>2. Within 14 days of the Installation of any software Into the Permanent Works by the contractor, the Contractor shall submit to the "engineer" for retention by the Employer two backup copies of the software, which shall include any specified development tools required for maintenance of the software, Including, but not limited to, editors, compilers and linkers.</p> <p>3. The Contractor shall inform the "Engineer" immediately when a fault is discovered within delivered software or documentation. On receipt of a request from the "Engineer" for Identification or further diagnosis of a failure or fault, the Contractor shall provide appropriate resources. The Contractor shall provide written details as to the nature of the proposed correction to the "Engineer".</p> <p>4. The Contractor shall provide training for Employer's staff to enable the Employer to make proper use of any new versions.</p> <p>5. The Contractor shall ensure that all new versions are fully tested and validated on the simulation and development system prior to Installation. The Contractor shall</p>	

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22	Delhi Cranex Pvt. Ltd.	Section 6: Technical Specifications- Employer's Requirements- Detailed scope of Work: c28. 5	Employer shall share the O&M manual with the contractor, this clause may modify accordingly.	<p>ensure that all new versions are fully tested and commissioned once Installed on the Site. The Contractor shall deliver to the Employer any new version, together with the updated Operation and Maintenance Manuals. The Employer shall not be obliged to use any new version and that shall not relieve the Contractor of any of its obligations. Any effect upon the performance or operation of System that may be caused by a new version shall be brought to the Employer's attention.</p> <p>The Contractor shall ensure that all new versions are fully tested and validated on the simulation and development system prior to Installation. The Contractor shall ensure that all new versions are fully tested and commissioned once Installed on the Site. The Contractor shall deliver to the Employer any new version, together with the updated Operation and Maintenance Manuals. The Employer shall not be obliged to use any new version and that shall not relieve the Contractor of any of its obligations. Any effect upon the performance or operation of System that may be caused by a new version shall be brought to the Employer's attention.</p>	Please Follow Tender Condition(s).
23	Delhi Cranex	Section 6:	May kindly be deleted as this	Contractor has to maintain in	Please Follow Tender

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24	Delhi Cranex Pvt. Ltd.	Section 6: Technical Specifications- Employer's Requirements- Detailed scope of Work: 2. c31	May be Deleted as this pertains to supply of new escalator has no place in the CAMC Contract.	Contractor shall submit certificate of type test and factory acceptance test for any major component that is replaced by the contractor during CAMC period. Contractor shall ensure that Type Test Certificate for equipments / components should not be older than 5 years, If any certificate is older than 5 years the same must be got revalidated from time to time during the contract period by the Contractor at his own cost from Independent third party laboratory.	Please Follow Tender Condition(s).
25	Delhi Cranex Pvt. Ltd.	Section 5: Special Conditions of Contract (SCC)- 1.5 Penalty & deduction	As contractor is not be the manufacturer of the equipment, and has participate in competitive environment, the maximum penalty in case of any reason should not exceed 10% of the bill for the Quarter, In which the incident relating to penalty occurs. In the interest of natural justice	PENALTY & DEDUCTION The reliability of equipment should be of level that it does not result in injury/fatality of Escalator user due to equipment failure. Any claim/ Damage /Compensation claimed by the affected passenger/ escalator user on account of equipment failure shall be recovered from the	Please Follow Tender Condition(s).

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			<p>one clause should be inserted specifying that the penalty imposed during any quarter for incidents occurring in that quarter shall be a margin of 10% of the total bill for that quarter.</p>	<p>contractor. In addition, NMRC shall impose a penalty @ Rs 15,000/- (Rs Fifteen Thousand Only) per case. The penalty shall be applicable during CAMC period. If escalator is kept out of service for more than 24 hrs due to non-availability of Spares or due to lack of proper attention, NMRC shall impose a penalty of Rs 15,000/- (Rs Fifteen Thousand Only) per day for each such case. The penalty shall be applicable during CAMC period. Call out Ratio Failure: Escalator not available for more than three hour for passenger service shall be registered as a failure provided: (1) Failure is attributable to Design defect (2) Equipment failure / replacement (3) Manufacturing defect. (4) Maintenance lapse (during CAMC by the contractor) The call out ratio i.e. engineer visits to the site for non-schedule maintenance for the failures as defined above, should not exceed 3 on any one of the escalator in a year. If the visit of engineer for non-schedule maintenance exceeds 3 per escalator per year, a penalty of Rs. 15,000/- (Rs Fifteen Thousand Only) shall be imposed for each such visit.</p>	

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				<p>The penalty shall be applicable during CAMC period.</p> <p>d) In addition to the above, additional penalties for accident, staff without uniform, less manpower etc may be imposed separately in case of any violations as under:-</p> <p>The firm must maintain a "Zero Accident Record". In case of any major accident /fatality a penalty up to 20% of the total bill for the quarter in which the incidence taken place shall be imposed.</p> <p>If site staff is found absent or short, a deduction at the rate of equivalent to latest daily minimum wage plus Rs. 1000/- per employee per day will be charged. The rate of wages shall be as per minimum wages rate as applicable to each category of staff.</p> <p>If during inspection, the workers are not found in uniform, a penalty of Rs.500 per employee per day may be imposed.</p> <p>If during inspection, the workers are not found in proper PPE (Personnel protective equipment) during working, a penalty up to Rs.2000/- per employee per day may be imposed.</p> <p>In case of any damage to NMRC property done by any of the worker of the contractor, the actual amount</p>	

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				<p>will be recovered or the contractor has to repair/replace such damage at his own cost.</p> <p>Any Non-compliance of the provisions of labour laws by the contractor any time during the course of execution of the contract, will lead to termination of the contract.</p> <p>The penalties as prescribed above shall not relieve the contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract.</p> <p>e) It should be clearly understood that if, total penalty and deductions in any one year of the contract exceeds 25% of average annual value of contract, the contractor will be blacklisted from NMRC for participation in the similar category of works.</p>	

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S. No.	Query Raised By	Clause No. of RFP	Clarification Requested	Existing Provision within RFP	Clarification / Amended by NMRC*
26	Delhi Cranex Pvt. Ltd.	Section 4: Qualification, Evaluation and Selection Process	When the CAMC is the cancelled at the end of 3 years and a new contractor takes over the new CAMC, the responsibilities of the ongoing contractor is nullified. Hence the performance guarantee should be released immediately within 30 days of CAMC, being taken over by the new incoming contractor because by that time the new contractor should have submitted the bank performance guarantee as per the contract condition.	To fulfill the requirement of performance bank guarantee during the implementation period, the Successful Bidder (herein referred to as the "Contractor") shall deposit 10% 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, which may be reduced for balance years on completion of each year, 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. The Performance Guarantee should be valid for a period of 06 (six) months beyond the CAMC.	Please Follow Tender Condition(s). by NMRC*
27	Johnson Lifts Pvt Ltd	Section 2: Terms of Reference- Scope of Works	Presently in the state of U.P, license is not required for running the escalators. In case it becomes applicable during the pendency of the contract then the NMRC shall procure the licenses. JLPL will provide only technical assistance.	The contractor shall execute but not be limited to maintenance for specified period, system operations and maintenance support services, obtaining relevant safety certificates or licenses or any other documents required from statutory authorities for the regular operations of 82 escalators at all 21 stations as mentioned in 'Technical Specifications & Employer's requirement' with suitable uniformed trained technician, Consumables,	Please Follow Tender Condition(s).

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S. No.	Query Raised By	Clause No. of RFP	Clarification Requested	Existing Provision within RFP	Clarification / Amended by NMRC*		
28	Johnson Pvt Ltd	4: Section Qualification, and Evaluation and Selection Process- RESOURCES PROPOSED FOR THE PROJECT - PERSONNEL MINIMUM ORGANISATION STRUCTURE REQUIRED	We would mention that for 4 (for monthly/quarterly and half yearly maintenance)/8 for yearly maintenance	<p>spare parts, modern equipments & machinery etc.</p> <p>The figures indicated below are the minimum number of Personnel required to attend maintenance work which are to be deployed as per the minimum level of qualification/experience of site staff is given as follows:</p> <table border="1"> <tr> <td>Technician ITI (Electrician)</td> <td>4 (monthly, quarterly and half yearly maintenance) / 8 (for yearly maintenance)</td> </tr> </table>	Technician ITI (Electrician)	4 (monthly, quarterly and half yearly maintenance) / 8 (for yearly maintenance)	Please Follow Tender Condition(s).
Technician ITI (Electrician)	4 (monthly, quarterly and half yearly maintenance) / 8 (for yearly maintenance)						
29	Johnson Pvt Ltd	5: Section Special Conditions of Contract (SCC)- 1.5 Penalty & deduction (a)	We shall provide EAR policy which includes "third party and separate penalty / claim	<p>PENALTY & DEDUCTION</p> <p>The reliability of equipment should be of level that it does not result in injury/fatality of Escalator user due to equipment failure. Any claim/ Damage /Compensation claimed by the affected passenger/ escalator user on account of equipment failure shall be recovered from the contractor. In addition, NMRC shall impose a penalty @ Rs 15,000/- (Rs Fifteen Thousand Only) per case. The penalty shall be applicable during CAMC period.</p>	Please Follow Tender Condition(s).		

S. No.	Query Raised By	Clause No. of RFP	Clarification Requested	Existing Provision within RFP	Clarification / Amended by NMRC*
30	Johnson Pvt Ltd Lifts	5: Section Special Conditions of Contract (SCC)- 1.5 Penalty & deduction (a)	Please include maximum penalty cap @10% of quarterly billed amount	PENALTY & DEDUCTION The reliability of equipment should be of level that it does not result in injury/fatality of Escalator user due to equipment failure. Any claim/ Damage /Compensation claimed by the affected passenger/ escalator user on account of equipment failure shall be recovered from the contractor. In addition, NMRC shall impose a penalty @ Rs 15,000/- (Rs Fifteen Thousand Only) per case. The penalty shall be applicable during CAMC period.	Please Follow Tender Condition(s).
31	Johnson Pvt Ltd Lifts	5: Section Special Conditions of Contract (SCC)- SCC Clause 4.3	All liabilities shall cease after the last day the CAMC contract period & DLP is a part of new equipment/Project contracts and not applicable for CAMC.	DEFECT LIABILITY PERIOD Standard warranty of the item shall be applicable as granted by the manufacturer. However the contractor shall be responsible for all workmanship up to six months from the date of completion of the work.	Please Follow Tender Condition(s).
32	Johnson Pvt Ltd Lifts	6: Section Technical Specifications- Employer's Requirements- Detailed scope of Work: 2. c13	Half Load test will be performed along with annual maintenance on a yearly basis	Before the expiry of the CAMC the Contractor shall perform a loading test for each escalator to re-confirm that the function of the system is being met and shall undertake corrective adjustment if necessary. This test may be incorporated into the half-yearly equipment survey maintenance works.	Please refer addendum. Load test may be incorporated with half yearly/annually maintenance work
33	Johnson Pvt Ltd Lifts	6: Section Technical Specifications- Employer's	We have our own audit/safety departments with highly qualified engineers who will perform this task. Johnson is maintaining	Annual Independent Third Party Safety Check including load testing for each escalator and corrective adjustment (if necessary) shall be	Please Follow Tender Condition(s).

S. No.	Query Raised By	Clause No. of RFP	Clarification Requested	Existing Provision within RFP	Clarification/ Amended by NMRC*
34	Johnson Pvt Ltd	Requirements- Detailed scope of Work: 2. c14	close to 75000 units in India.	done by the Contractor. The report format shall be approved by Employer.	Contractor Quality Assurance Management Plan should be as per scope of work meeting requirements specified in appendix 2.
	Lifts	Section 8 : Appendix and forms of Tender: Appendix 2: Quality Assurance	We are an ISO 14001:2004 and ISO 45001:2018 company with all Quality and Safety procedures in place. The requirement is mentioned in the tender is more to do with Factory. We believe that for a CAMC contract the contents of appendix 2 are not applicable.	As per Appendix 2: Quality Assurance at page no. 60 of RFP	


 (Avinash Kumar)
 DGM/RS, Ops & E


 (Rajan Prakash)
 DGM/ Finance


 (Shalendra Kumar)
 JGM/Electrical

Note: -The above amendments/clarification shall supersede all the respective provisions in Tender Documents.