

ARE04A Contract (Addendum 02)					
S. No.	Part	Section	Clause No.	Original Bid Condition	Revised Bid Condition
1	Part 1	Section IV Bidding Forms	4.4.12	Section 4.4.12	Section 4.4.12 is replaced by:- <u>Annexure (01) to ARE04A Addendum (02).</u>
2	Part 1	Section - III EQC	2.4.2 (b), Specific Experience	(A) A minimum of <b>25 cars (Metro, LRT, Suburban EMUs, Train sets)</b> with <b>stainless steel / Aluminum</b> must have been designed and manufactured. <b>(OR)</b> (B) A minimum of <b>25 cars comprising stainless steel / steel EMU / MEMU / Metro car</b> manufactured in India for either metro company or Indian Railways <b>(OR)</b> (C) Assembled more than <b>100 aluminum/ stainless steel</b> metro cars in premises in India. <b>Note:</b> a) For <b>(B)</b> and <b>(C)</b> the bidder should either have design experience or procure / subcontract design from experienced designer or form a JV with a company having design experience. The credential to this effect should be submitted with the bid. Here, "experienced designer" means a firm / company having relevant design experience. b) Experience certificates can be submitted in any formats. It is bidder's responsibility to ensure that all the necessary information sought above are captured.	(A) A minimum of <b>25 cars (Metro, LRT, Suburban EMUs, Train sets)</b> with <b>stainless steel / Aluminum</b> must have been designed and manufactured. <b>(OR)</b> (B) A minimum of <b>25 cars comprising stainless steel / Aluminium / Corten Steel / steel EMU / MEMU / Metro car</b> manufactured in India for either metro company or Indian Railways <b>(OR)</b> (C) Assembled more than <b>100 aluminum/ stainless steel</b> metro cars in premises in India. <b>Note:</b> a) For <b>(B)</b> and <b>(C)</b> the bidder should either have design experience or procure / subcontract design from experienced designer or form a JV with a company having design experience. The credential to this effect should be submitted with the bid. Here, "experienced designer" means a firm / company having relevant design experience. b) Experience certificates can be submitted in any formats. It is bidder's responsibility to ensure that all the necessary information sought above are captured.
3	Part 1	Section IV Bidding Forms	4.2 Pricing Summary (Bid Total) Note (viii)	(viii) Amounts declared by the bidder for Price Centres RS-A, RS-CST, RS-FAI, RS-CPT, RS-C, RS-E, RS-F, RSH and RS-CMC are capped by the Allowable Apportionment shown in Table 4.2 Pricing Summary, which is expressed as a percentage of the lumpsum price. Bidders shall ensure that the prices filled throughout submitted Pricing Tables do not exceed the Allowable Apportionment limits. The Bidder may offer discount for each Price Centres (except RS-CMC) and this amount will be calculated for the Lumpsum Price (after Discount). The individual Price centre (after Discount) will be taken as the basis for determining the allowable Apportionment limits for the respective Price centres (RS-A, RS-CST, RS-FAI, RS-CPT, RS-C, RS-E, RS-F, RS-H), which are then applied to each Milestone	(viii) Amounts declared by the bidder for Price Centres RS-A, RS-CST, RS-FAI, RS-CPT, RS-C, RS-E, RS-F, RSH and RS-CMC are capped by the Allowable Apportionment shown in Table 4.2 Pricing Summary, which is expressed as a percentage of the lumpsum price. Bidders shall ensure that the prices filled throughout submitted Pricing Tables do not exceed the Allowable Apportionment limits. The Bidder may offer discount for each Price Centres (except RS-CMC) and this amount will be calculated for the Lumpsum Price (after Discount). <b>The total amount (after discount) for each individual Price centre will be taken as the basis for determining the allowable Apportionment limits for each Milestone under their respective Price centres (RS-A, RS-CST, RS-FAI, RS-CPT, RS-C, RS-E, RS-F, RS-H).</b>
4	Part 2	Section VI-A (ERTS - RS)	15.4.3	Types of MRO equipment to be provided by the Contractor, shall include, but not be limited to:  a. Test and Repair workbench for Electronic Cards and Subsystems, which will minimally cover at least five (5) different train subsystems  b. A mechanical workshop for teardown of at least five (5) mechanical Subsystems.  c. Pneumatic overhaul and test facilities, for complete servicing of Brake Valves, Tread Brake Units, Air dryers, Main and Auxiliary Compressors, EP Valves etc.  d. VAC maintenance and test bench	Types of MRO equipment to be provided by the Contractor, shall include, but not be limited to:  a. Test and Repair workbench for Electronic Cards and Subsystems, which will minimally cover at least five (5) different train subsystems. <b>The five (5) train subsystems shall include TCMS, Saloon Door, Traction &amp; Auxiliary Converter, HVAC and Brakes.</b>  b. A mechanical workshop for teardown of at least five (5) mechanical Subsystems. <b>The five (5) mechanical subsystems shall include Saloon Door, Traction Motor, Coupler, Gearbox and Bogie Dampers.</b>  c. Pneumatic overhaul and test facilities, for complete servicing of Brake Valves, Tread Brake Units, Air dryers, Main and Auxiliary Compressors, EP Valves etc.  d. VAC maintenance and test bench
5	Part 2	Section VI C: ERTS – CMC of RS & DM&P	1.6.21 (New)		<b>Add the following at the end of sub-clause 1.6: Scheduled Maintenance:</b>  <b>1.6.21 Asset Refresh Programme</b> The Contractor shall execute an Asset Refresh Programme to restore original appearance (commensurate with the time of commencement of CMC period) of the car exterior and interior. Minimally, the following scope of tasks shall be carried out on the all trainsets under the Asset Refresh Programme:- a) Refurbishment of Floor b) Re-painting of saloon and cab interior c) Buffing and polishing of stainless-steel surfaces including seats  The Contractor shall plan the Works such that they are completed no later than three (3) months prior to the end of the CMC period.
6	Part 3	Section VIII Particular Conditions (Part B: Specific Provisions)	Sl. No. 7 PCC to GCC Clause No. 1.1.3.13	<b>Add a new Sub-Clause 1.1.3.13: "Comprehensive Maintenance Contract (CMC) Period" or "CMC Period"</b> defines the period during which the Contractor shall be responsible for undertaking comprehensive maintenance of Rolling Stock. Commencement of the CMC Period is defined in Part 3 Section VIII PCC (Part B) Sl. No. 31. Requirements during the CMC Period are described in Part 2 – VI C ERTS – CMC RS and DM&P. Any extension of DLP / DNP beyond the start of the CMC Period will result in the following Consequences :  <b>Only For Rolling Stock:-</b> There shall be no delay in the start of the CMC Period, however, if the DLP / DNP extension arose on account of non-fulfillment of the Reliability Demonstration targets for Rolling Stock (as defined in Part 2, Section VI A, ERTS-RS clause 18.6) then payments made against RS-CMC Price Centres shall be reduced by 65%. This notional price reduction is to offset costs for the portion of CMC Works that are Corrective Maintenance in nature and would otherwise have been undertaken by the Contractor through an extension of the Warranty Period. The price reduction shall prevail until such time that the DLP / DNP extension for Rolling Stock ends.	<b>Add a new Sub-Clause 1.1.3.13: "Comprehensive Maintenance Contract (CMC) Period" or "CMC Period"</b> defines the period during which the Contractor shall be responsible for undertaking comprehensive maintenance of Rolling Stock. Commencement of the CMC Period is defined in Part 3 Section VIII PCC (Part B) Sl. No. 31. Requirements during the CMC Period are described in Part 2 – VI C ERTS – CMC RS and DM&P. Any extension of DLP / DNP beyond the start of the CMC Period will result in the following Consequences :  <b>Only For Rolling Stock:-</b> There shall be no delay in the start of the CMC Period, however, if the DLP / DNP extension arose on account of non-fulfillment of the Reliability Demonstration targets for Rolling Stock (as defined in Part 2, Section VI A, ERTS-RS clause 18.6) then payments made against RS-CMC Price Centres shall be reduced by 35%. This notional price reduction is to offset costs for the portion of CMC Works that are Corrective Maintenance in nature and would otherwise have been undertaken by the Contractor through an extension of the Warranty Period. The price reduction shall prevail until such time that the DLP / DNP extension for Rolling Stock ends.
7	Part 3	Section VIII Particular Conditions (Part B: Specific Provisions)	Sl. No. 21 PCC to GCC Clause No. 4.1	<b>4.1.4 CMC Obligations:</b> The Contractor's obligation under this Contract shall also include 'Comprehensive Maintenance Contract' (CMC) for Rolling Stock and Depot Plant & Machinery as defined under Part 2, Section VI C, ERTSCMC RS and DM&P & PC 4.25 of Part 3-PCC.  Further, it is clarified that all maintenance activities falling due from the time of delivery of the trainsets, until completion of the CMC Period shall be completed by the Contractor. Such Works is deemed to have been included in the quoted Lumpsum Price.	<b>4.1.4 CMC Obligations:</b> The Contractor's obligation under this Contract shall also include 'Comprehensive Maintenance Contract' (CMC) for Rolling Stock and Depot Plant & Machinery as defined under Part 2, Section VI C, ERTSCMC RS and DM&P & PC 4.25 of Part 3-PCC.  It is clarified that all maintenance activities falling due from the time of delivery of the trainsets, until completion of the CMC Period shall be completed by the Contractor. <b>Further no CMC Assets, shall fall due for any major maintenance or overhaul activity including replacement/renewal within 18 months after the Expiry of the CMC Contract Period.</b>  Such Works is deemed to have been included in the quoted Lumpsum Price.

8	Part 3	Section VIII Particular Conditions (Part B: Specific Provisions)	Sl. No. 54 PCC to GCC Clause No. 14.2	<p><b><u>Replace first paragraph of Sub-Clause 14.2 with the following:</u></b>  The Employer shall make an interest-bearing advance payment for mobilization when the Contractor submits a guarantee in accordance with this sub-clause. This guarantee shall be in the form of BG for 110% of the advance amount requested plus GST (in parlance with CVC guidelines) as per format given in the Annex to PCC from a Public sector bank (PSB) of India or Scheduled Commercial Banks in India. GST on the mobilization advance is not reimbursable. The total advance payment and the applicable currencies and proportions shall be as stated in Contract Data. Mobilization advance shall be paid in <b>two equal instalments</b> as mentioned below:  <b>The First instalment</b> of the Advance Payment may be paid after: (i) the Contract Agreement is signed; and (ii) the required Bank Guarantee in the specified format from banks as mentioned above is submitted.  <b>The Second &amp; final instalment</b> of the Advance Payment may be paid after: (i) the required Bank Guarantee in the specified format from banks as mentioned above is submitted (ii) the evidence for satisfactory utilization of the First instalment of mobilization is submitted; and (iii) acceptance of 3D virtual models.  Within 90 days of release of the second and final Instalment of the Advance Payment, the Contractor shall submit the evidence for satisfactory utilization of the second instalment of mobilization.</p>	<p><b><u>Replace first paragraph of Sub-Clause 14.2 with the following:</u></b>  The Employer shall make an interest-bearing <b>free</b> advance payment for mobilization when the Contractor submits a guarantee in accordance with this sub-clause. This guarantee shall be in the form of BG for 110% of the advance amount requested plus GST (in parlance with CVC guidelines) as per format given in the Annex to PCC from a Public sector bank (PSB) of India or Scheduled Commercial Banks in India. GST on the mobilization advance is not reimbursable. The total advance payment and the applicable currencies and proportions shall be as stated in Contract Data. Mobilization advance shall be paid in <b>two equal instalments</b> as mentioned below:  <b>The First instalment</b> of the Advance Payment may be paid after: (i) the Contract Agreement is signed; and (ii) the required Bank Guarantee in the specified format from banks as mentioned above is submitted.  <b>The Second &amp; final instalment</b> of the Advance Payment may be paid after: (i) the required Bank Guarantee in the specified format from banks as mentioned above is submitted (ii) the evidence for satisfactory utilization of the First instalment of mobilization is submitted; and (iii) acceptance of 3D virtual models.  Within 90 days of release of the second and final Instalment of the Advance Payment, the Contractor shall submit the evidence for satisfactory utilization of the second instalment of mobilization.</p>
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## Annexure (1) of Addendum (02):

**4.4.12 PRICE CENTRE 'RS-CMC' – Comprehensive Maintenance Contract of Rolling Stock for 15 years**  
This Price Centre comprises of all requirements / activities associated with ERTS – CMC

**DETAILS ARE TO BE FILLED AND UPLOADED THROUGH THE E-PROCUREMENT PORTAL AS PART OF THE PRICE BID DOCUMENT. PRICING INFORMATION MUST NOT BE SUBMITTED WITHIN THE TECHNICAL BID.**

MILESTONE NUMBER	WORK DESCRIPTION	APPORTIONED AMOUNT		ALLOWABLE APPORTIONMENT (Under the Price Centre RS-CMC) %
	MILESTONE ACTIVITY	INR COLUMN A	JPY-FC1 COLUMN B	
Obtain the "No Objection With Comments (NOWC) or Notice of No Objection (NONO)" from the Employer / Engineer for CMC Works:				
RS-CMC1-1	Apportioned amount for 32 trainset : 1 <sup>st</sup> Year (Quarter 1)			1.50 %
RS-CMC1-2	Apportioned amount for 32 trainset : 1 <sup>st</sup> Year (Quarter 2)			1.50 %
RS-CMC1-3	Apportioned amount for 32 trainset : 1 <sup>st</sup> Year (Quarter 3)			1.50 %
RS-CMC1-4	Apportioned amount for 32 trainset : 1 <sup>st</sup> Year (Quarter 4)			1.50 %
RS-CMC2-1	Apportioned amount for 32 trainset : 2 <sup>nd</sup> Year (Quarter 1)			1.25 %
RS-CMC2-2	Apportioned amount for 32 trainset : 2 <sup>nd</sup> Year (Quarter 2)			1.25 %
RS-CMC2-3	Apportioned amount for 32 trainset : 2 <sup>nd</sup> Year (Quarter 3)			1.25 %
RS-CMC2-4	Apportioned amount for 32 trainset : 2 <sup>nd</sup> Year (Quarter 4)			1.25 %
RS-CMC3-1	Apportioned amount for 32 trainset : 3 <sup>rd</sup> Year (Quarter 1)			1.25 %
RS-CMC3-2	Apportioned amount for 32 trainset : 3 <sup>rd</sup> Year (Quarter 2)			1.25 %
RS-CMC3-3	Apportioned amount for 32 trainset : 3 <sup>rd</sup> Year (Quarter 3)			1.25 %
RS-CMC3-4	Apportioned amount for 32 trainset : 3 <sup>rd</sup> Year (Quarter 4)			1.25 %
RS-CMC4-1	Apportioned amount for 32 trainset : 4 <sup>th</sup> Year (Quarter 1)			1.25 %
RS-CMC4-2	Apportioned amount for 32 trainset : 4 <sup>th</sup> Year (Quarter 2)			1.25 %
RS-CMC4-3	Apportioned amount for 32 trainset : 4 <sup>th</sup> Year (Quarter 3)			1.25 %
RS-CMC4-4	Apportioned amount for 32 trainset : 4 <sup>th</sup> Year (Quarter 4)			1.25 %
RS-CMC5-1	Apportioned amount for 32 trainset : 5 <sup>th</sup> Year (Quarter 1)			1.25 %
RS-CMC5-2	Apportioned amount for 32 trainset : 5 <sup>th</sup> Year (Quarter 2)			1.25 %
RS-CMC5-3	Apportioned amount for 32 trainset : 5 <sup>th</sup> Year (Quarter 3)			1.25 %
RS-CMC5-4	Apportioned amount for 32 trainset : 5 <sup>th</sup> Year (Quarter 4)			1.25 %
RS-CMC6-1	Apportioned amount for 32 trainset : 6 <sup>th</sup> Year (Quarter 1)			1.75 %
RS-CMC6-2	Apportioned amount for 32 trainset : 6 <sup>th</sup> Year (Quarter 2)			1.75 %
RS-CMC6-3	Apportioned amount for 32 trainset : 6 <sup>th</sup> Year (Quarter 3)			1.75 %

## Annexure (1) of Addendum (02):

MILESTONE NUMBER	WORK DESCRIPTION	APPORTIONED AMOUNT		ALLOWABLE APPORTIONMENT (Under the Price Centre RS-CMC) %
	MILESTONE ACTIVITY	INR COLUMN A	JPY-FC1 COLUMN B	
Obtain the "No Objection With Comments (NOWC) or Notice of No Objection (NONO)" from the Employer / Engineer for CMC Works:				
RS-CMC6-4	Apportioned amount for 32 trainset : 6 <sup>th</sup> Year (Quarter 4)			1.75 %
RS-CMC7-1	Apportioned amount for 32 trainset : 7 <sup>th</sup> Year (Quarter 1)			1.75 %
RS-CMC7-2	Apportioned amount for 32 trainset : 7 <sup>th</sup> Year (Quarter 2)			1.75 %
RS-CMC7-3	Apportioned amount for 32 trainset : 7 <sup>th</sup> Year (Quarter 3)			1.75 %
RS-CMC7-4	Apportioned amount for 32 trainset : 7 <sup>th</sup> Year (Quarter 4)			1.75 %
RS-CMC8-1	Apportioned amount for 32 trainset : 8 <sup>th</sup> Year (Quarter 1)			1.75 %
RS-CMC8-2	Apportioned amount for 32 trainset : 8 <sup>th</sup> Year (Quarter 2)			1.75 %
RS-CMC8-3	Apportioned amount for 32 trainset : 8 <sup>th</sup> Year (Quarter 3)			1.75 %
RS-CMC8-4	Apportioned amount for 32 trainset : 8 <sup>th</sup> Year (Quarter 4)			1.75 %
RS-CMC9-1	Apportioned amount for 32 trainset : 9 <sup>th</sup> Year (Quarter 1)			1.50 %
RS-CMC9-2	Apportioned amount for 32 trainset : 9 <sup>th</sup> Year (Quarter 2)			1.50 %
RS-CMC9-3	Apportioned amount for 32 trainset : 9 <sup>th</sup> Year (Quarter 3)			1.50 %
RS-CMC9-4	Apportioned amount for 32 trainset : 9 <sup>th</sup> Year (Quarter 4)			1.50 %
RS-CMC10-1	Apportioned amount for 32 trainset : 10 <sup>th</sup> Year (Quarter 1)			1.50 %
RS-CMC10-2	Apportioned amount for 32 trainset : 10 <sup>th</sup> Year (Quarter 2)			1.50 %
RS-CMC10-3	Apportioned amount for 32 trainset : 10 <sup>th</sup> Year (Quarter 3)			1.50 %
RS-CMC10-4	Apportioned amount for 32 trainset : 10 <sup>th</sup> Year (Quarter 4)			1.50 %
RS-CMC11-1	Apportioned amount for 32 trainset : 11 <sup>th</sup> Year (Quarter 1)			1.50 %
RS-CMC11-2	Apportioned amount for 32 trainset : 11 <sup>th</sup> Year (Quarter 2)			1.50 %
RS-CMC11-3	Apportioned amount for 32 trainset : 11 <sup>th</sup> Year (Quarter 3)			1.50 %
RS-CMC11-4	Apportioned amount for 32 trainset : 11 <sup>th</sup> Year (Quarter 4)			1.50 %
RS-CMC12-1	Apportioned amount for 32 trainset : 12 <sup>th</sup> Year (Quarter 1)			2.25 %
RS-CMC12-2	Apportioned amount for 32 trainset : 12 <sup>th</sup> Year (Quarter 2)			2.25 %
RS-CMC12-3	Apportioned amount for 32 trainset : 12 <sup>th</sup> Year (Quarter 3)			2.25 %
RS-CMC12-4	Apportioned amount for 32 trainset : 12 <sup>th</sup> Year (Quarter 4)			2.25 %
RS-CMC13-1	Apportioned amount for 32 trainset : 13 <sup>th</sup> Year (Quarter 1)			2.25 %
RS-CMC13-2	Apportioned amount for 32 trainset : 13 <sup>th</sup> Year (Quarter 2)			2.25 %
RS-CMC13-3	Apportioned amount for 32 trainset : 13 <sup>th</sup> Year (Quarter 3)			2.25 %

## Annexure (1) of Addendum (02):

MILESTONE NUMBER	WORK DESCRIPTION	APPORTIONED AMOUNT		ALLOWABLE APPORTIONMENT (Under the Price Centre RS-CMC) %
	MILESTONE ACTIVITY	INR COLUMN A	JPY-FC1 COLUMN B	
Obtain the "No Objection With Comments (NOWC) or Notice of No Objection (NONO)" from the Employer / Engineer for CMC Works:				
RS-CMC13-4	Apportioned amount for 32 trainset : 13 <sup>th</sup> Year (Quarter 4)			2.25 %
RS-CMC14-1	Apportioned amount for 32 trainset : 14 <sup>th</sup> Year (Quarter 1)			2.25 %
RS-CMC14-2	Apportioned amount for 32 trainset : 14 <sup>th</sup> Year (Quarter 2)			2.25 %
RS-CMC14-3	Apportioned amount for 32 trainset : 14 <sup>th</sup> Year (Quarter 3)			2.25 %
RS-CMC14-4	Apportioned amount for 32 trainset : 14 <sup>th</sup> Year (Quarter 4)			2.25 %
RS-CMC15-1	Apportioned amount for 32 trainset : 15 <sup>th</sup> Year (Quarter 1)			2.00 %
RS-CMC15-2	Apportioned amount for 32 trainset : 15 <sup>th</sup> Year (Quarter 2)			2.00 %
RS-CMC15-3	Apportioned amount for 32 trainset : 15 <sup>th</sup> Year (Quarter 3)			2.00 %
RS-CMC15-4	Apportioned amount for 32 trainset : 15 <sup>th</sup> Year (Quarter 4)			2.00 %
<b>RS-CMC : Price Centre Total</b> 15 years CMC cost for 32 Trainsets of 3 Car configuration		Carried over from Price Centre 'RS-CMC'		100 %

Note : 1) Bidders shall quote for the above Price Centres including all taxes and duties.

2) Only One Foreign Currency (FC) is allowed for CMC works.

3) Price adjustments for Foreign Currency (FC) is not applicable throughout the CMC period.