

Notification of Award

To

Customer Director

Alstom Transport India Limited

601-B, 6th Floor, Tower-1

Konnectus, Bhavbhuti Marg

(Opp. NDLS-Ajmeri Gate Side)

New Delhi 110 001

Letter of Acceptance (LOA)

1. This is to notify you that your Bid dated 04.10.2017 and subsequent Best & Final Offer and Technical Clarifications dated 22.03.2018, 03.05.2018 & 16.05.2018 for execution of the **DC Package No. JP/JS02:** (Design Manufacture, Supply, Installation, Testing and Commissioning of Signal & Train Control Systems JMRC Phase- 1B) for the Contract Price in the aggregate of **USD 65,174 (USD Sixty Five Thousand One Hundred Seventy Four), Euro 16,28,918 (Euro Sixteen Lakhs Twenty Eighty Nine Hundred Eighteen) & INR 24,25,32,609 (INR Twenty Four Crores Twenty Five Lakhs Thirty Two Thousand Six Hundred Nine) equivalent to INR 37,68,08,050.00 (Rs. Thirty Seven Crores Sixty Eight Lakhs Eight Thousand and Fifty Only)** inclusive of taxes, levies, duties, cess, freight, insurance and all other incidental charges except GST required to fulfil the contract requirements including statutory deduction viz., TDS towards Income Tax/GST etc. except the exemptions stated in amendment in section 8 SCC clause 7 sub clause 11.1 to the extent the same are applicable and available.
2. In this Contract the General Consultant / the Engineer is M/s. Delhi Metro Rail Corporation (DMRC).
3. All the works will be executed in accordance with conditions, specifications & standards stipulated in the Bid or in accordance with JMRC's recommendations/requirements as per Annexures 1 & 2.
4. You shall furnish before signing of contract.
 - a. Power of Attorney (POA), Board Resolution of ATIL in regard to this Contract and POA.



- b. Performance Security/Bond within 28 days of receipt of Notification of Award.
 - c. Documents as per the Annexures 1 & 2 attached to this Notification of Award.
5. The DLP is to be administrated by JMRC/O&M, however at any time during the DLP, JMRC at its sole discretion may assign any of their nominated third party for administering the DLP obligation by M/s Alstom Transport India Limited. Acceptance of assignment of any such party by JMRC shall be binding on M/s Alstom Transport India Limited.
6. You shall also undertake not to use information gained in the contract for any purpose without obtaining the prior approval of JMRC and shall not make any public announcement or divulge any material relating to project both in India & overseas without the prior written consent of JMRC.
7. a). The date of issue of this "Letter of Acceptance" shall be treated as the "Notice to Proceed" for the purpose of this contract for the commencement of the works.
b). The completion period of contract shall be as per Key Date in accordance with JMRC's remarks at Sr. no. 3 of attached Annexure 2.
8. This letter to acceptance shall form part of the Contract Agreement to be signed later and shall be binding as Contract Agreement till detailed agreement is signed.
9. The Letter of Acceptance is sent to you in duplicate. You are required to return one copy duly signed by authorised signatory in terms of Power of Attorney on all pages including your unconditional acceptance thereof so as to reach the undersigned within two working days of receipt of this letter.

Thanking You.

Encl:- Annexure 1 (02 Pages) and Annexure 2 (05 Pages)



(Ashwani Saxena)
Director (Project)

Jaipur Metro Rail Corporation Limited
3rd Floor, RAJSICO Building, Udyog Bhawan,
Tilak Marg, C-Scheme, City: Jaipur (Rajasthan)
Postal Code: 302005

Annexure 1 to Notification of Award letter no. F.7 (C-188)/JMRC/S&T-IB/JS02-Part II/2016/ Date: - 29.06.2018

Bidder to provide unconditional acceptance to the following and furnish relevant documents in compliance thereof before signing of contract agreement:-

1. Bidder's following priced deviations as per Statement of Deviations submitted by Bidder vide its letter no. 0089 dated 22.03.2018 and letter no. 91 dated 03.05.2018 are accepted.
 - a. M/s Alstom Transport India Ltd is allowed to be the sole bidder. The bidder to furnish supporting documents from ATSA/parent company confirming support of parent company to provide all necessary assistance to ATIL as required for completion of this Project before signing of the contract.
 - b. Waiver of requirement of Parent Company Undertaking/Guarantee and in lieu acceptance of Comfort Letter, mentioning that all assistance for execution of the subject work shall be provided by the parent company, before signing the Agreement.
 - c. Withdrawal of Clause 11.2.10.5 of Chapter 11 (Section 6 – Employers Requirements) related to Penalties in DLP period.
 - d. De-scoping of items as per bidders letter no. ATIL/JMRC-SIG/1B/GEN/0089 dated 22.03.2018 and letter no ATIL/JMRC-SIG/1B/GEN/0091 dated 03.05.2018.
2. Further bidder to specifically note JMRC's recommendations/requirements (enclosed at Annexure 2) on Statement of Deviations as submitted by bidder vide letter no. 91 dated 03.05.2018. Bidder to acknowledge the same through authorized signatory as per Power of Attorney before signing of contract and submit updated Certificate of Compliance (CoC) accordingly.
3. Bidder to amend and submit Appendix- P of its bid submission to reflect detection cable instead of Quad cable before signing of the contract.
4. Bidder to submit revised price schedules as per Bidding Forms and in accordance with bid conditions with respect to accepted negotiated offer as per LOA, both for One-Go Commissioning and final commissioning with reversal at Badi Chaupar considering latest GST norms.



5. Bidder to provide necessary credentials for sub-contractors within 60 days of issuance of LOA.
6. Chandpole UP and DN Platforms shall be designed only for 4 coach trains and present trains stopping point shall be as far towards Choti Chaupar as possible.
7. Bidder shall be required to make best endeavors to complete the commissioning related works by March 2019 without reversal and complete final commissioning within six months of issuance of NTP with reversal. If required, JMRC may consider for issuance of available spares/equipments for installation, testing and commissioning purpose on Loan basis to bidder, to meet the Project time line.

Accordingly bidder to submit modified Work Programme before signing of contract agreement considering date of issue of LOA as Notice to Proceed.

8. Bidder to note that the headway simulation parameters shall be dealt during design stage as per conditions stipulated in Chapter 4, PS.
9. Bidder to note that the proposed quantity of Track Detection Cable shall be reviewed during the design stage. If this quantity is not required, then suitable negative variation shall be done by JMRC.
10. Bidder has confirmed to be able to adhere to standards as in the tender requirements. However, if there be any new standards that may get introduced during the currency of the contract, such standards shall be mutually agreed between the employer and the contractor.



(Ashwani Saxena)
Director (Project)

Jaipur Metro Rail Corporation Limited

Annexure 2 to Notification of Award letter no. F.7 (C-188)/JMRC/S&T-IB/JS02-Part II/2016/ Date: - 29.06.2018

Requirements of JMRC on Form SD : Statement of Deviations
(Reference:- Bidder's original offer dated 04.10.2017, letter no. 0089 & 0091 dated 22.03.2018 and 03.05.2018 respectively)

S/No	Clause No.	Details of Deviations	Bidder's Submission	JMRC's Recommendation / Requirements
1	SCC clause 13.1	Parent Company Guarantee and Parent Company Undertaking	<p>Bidder's original submission dated 04.10.2017</p> <p>JMRC is requested to waive off the requirement of submission of PCG/PCU as the same is required in case of new contractors. Further this is also in line with last received tenders like DMRC GS01 (Line 1 signalling extension) and GS01A (supply of onboard equipment) and Lucknow Rolling stock and Signalling tender and also other similar contracts from Metro Rail Corporations where this requirement has been waived off. In lieu of PCG/PCU waiver we proposed to submit a letter of comfort, if required</p> <p>Bidder's response vide letter no. 0089 dated 22.03.2018</p> <p>We propose a discount of Rs 80,00,000/- (Rupees Eighty Lakhs), should Jaipur Metro Rail Corporation be willing to waive off the requirement of PCG/PCU and accept comfort letter instead.</p>	<p>JMRC agrees for acceptance of bidder's request for waiver of requirement of submission of PCG/PCU and furnish Comfort Letter in lieu against priced discount offered by the bidder. However Comfort Letter from the parent company should mention that all assistance for execution of the subject work shall be provided by the parent company before signing the Agreement.</p>
2	Section-3 Qualification and Evaluation Criteria	Qualifying Criteria- Alstom Transport India to Bid alone	<p>Bidder's original submission dated 04.10.2017</p> <p>We request Jaipur Metro Rail Corporation to allow Alstom Transport India Limited (ATIL) to bid alone. ATIL in consortium with ATSA in past had delivered,executed and installed U-200 of Distance to Go Signalling projects. Over the years ATIL has developed competency to deliver these projects based on the past experiences in India and global projects. ATIL has also developed a "Centre of Excellence" out of our Bangalore Engineering and Development Centre for the various sub-systems in Signalling. Further ATIL would like to reassure the employer that if any technical assistance is required to complete the scope of work for this project it shall engage internally and take support of appropriate group companies of Alstom wherever required.</p> <p>Bidder's response vide letter no. 0089 dated 22.03.2018</p> <p>We propose a discount of Rs 1,45,00,000/- (Rupees One Crore and forty five lakhs) on the condition that JMRC agrees to award the contract to Alstom Transport India Limited (ATIL) alone.</p> <p>Bidder's further clarification dated 03.05.2018</p> <p>In case of the contract being awarded to ATIL (alone), then for "major works related to supplies of imported hardware, Safety Certification, RAMS studies, Headway Simulation, EMI-EMC studies, V&V , ATS software etc" shall be undertaken by ATIL or subcontracted to group companies of Alstom. The share of work between ATIL and Alstom group companies may remain same as has been the case where contract was executed by consortium of Alstom in past.</p> <p>We would like to once again reiterate and assure JMRC that ATIL being a group company of Alstom shall seek and receive wholehearted support of other group companies, whenever and wherever required for execution of works for JMRC's project.</p>	<p>JMRC agrees for acceptance of bidder's request to allow ATIL to bid alone against priced discount offered by the bidder. However the bidder to furnish supporting documents from ATSA/parent company confirming support of parent company to provide all necessary assistance to ATIL as required for completion of this Project before signing of the contract.</p>



S/No	Clause No.	Details of Deviations	Bidder's Submission	JMRC's Recommendation / Requirements
3	GCC clause 8.2 & Appendix-4 of Contract Forms	Project Key Dates	<p>Bidder's original submission dated 04.10.2017</p> <p>Not compliant with the schedule of key dates given as not possible to deploy in the given time frame. Please find our revised Project Schedule in our Technical Proposal</p> <p>Bidder's response vide letter no. 0089 dated 22.03.2018</p> <p>It will be our best endeavours to complete the project within the timeline to meet ROD of March 2019 without reversal and December 2019 with reversal, subject to JMRC providing necessary support including (but not limited to) site access, material/equipment in working condition on free issue basis till the time Alstom replaces them to JMRC. The replacement will be done in line with Alstom's standard procurement & delivery lead time. However the contractual Keydates and Milestones shall be as per our Works Program submitted at the tender stage.</p> <p>Bidder's further clarification dated 03.05.2018</p> <p>NTP will be considered from the date of acceptance of LOA. Revised works programme will be given after the acceptance of LOA.</p>	<p>Bidder to make best endeavors to complete the commissioning related works by March 2019 without reversal and complete final commissioning within six months of issuance of NTP with reversal. JMRC may consider for issuance of available spares/equipments for installation, testing and commissioning purpose on Loan basis to bidder, to meet the Project time line.</p> <p>The Keydates and Milestones shall be as per bidder's Works Program submitted at the tender stage.</p> <p>Bidder to submit revised project schedule accordingly before signing of contract agreement assuming date of issue of Letter of Acceptance as Notice to Proceed</p>
4	SCC 15	Use of Contractor's Document	<p>Bidder's original submission dated 04.10.2017</p> <p>We Request JMRC to replace the referred clause with the following; The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated, to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause Contractor's document may contain strategic and commercial sensitive information and communication of which shall be protected. Also, this is in line with ensuring compliance of antitrust laws of India viz. with regard to vendors sharing confidential information to competitors if they are not bound by confidentiality obligations. Any such information that may need to be shared shall be subject to confidentiality obligations. This deviation is fair and reasonable.</p> <p>Bidders Response vide Letter no. 0089 Dated 22.03.2018</p> <p>This shall be in line with the accepted practice in Ph-1A Signalling contract.</p>	<p>JMRC agrees to bidder's response vide letter dated 22.03.2018</p>

S/No	Clause No.	Details of Deviations	Bidder's Submission	JMRC's Recommendation / Requirements
5	SCC 16 - FORM OF DESIGNER'S WARRANTY - Point 11 & SCC 9 - CONTRACTOR'S WARRANTY - Point 6	<u>Intellectual property rights</u>	<p>Bidder's original submission dated 04.10.2017</p> <p>We request JMRC to update the referred clause with the following: Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings, documents, Materials, know-how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the Employer, his successors and assignees a royalty free, non-exclusive and irrevocable licence carrying the right to grant sub-licences to use and reproduce any of the works, designs or inventions incorporated and referred to in such Plant, documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works). Any such information that may need to be shared shall be subject to confidentiality obligations Additionally, Alstom cannot transfer any intellectual property including source code created by Alstom</p> <p>Contractor's document may contain strategic and commercial sensitive information and communication of which shall be protected. Also, this is in line with ensuring compliance of antitrust laws of India viz. with regard to vendors sharing confidential information to competitors if they are not bound by confidentiality obligations.</p> <p>Bidder's response vide letter no. 0089 dated 22.03.2018</p> <p>This shall be in line with the accepted practice in Ph-1A Signalling contract.</p>	JMRC agrees to bidder's response vide letter dated 22.03.2018
6	SCC 16 - FORM OF DESIGNER'S WARRANTY	DESIGNER'S WARRANTY	<p>Bidder's original submission dated 04.10.2017</p> <p>We understand that this warranty is applicable when Designer is a separate entity from the Contractor. Whereas in our case Contractor is itself the Designer and hence designer warranty is not applicable.</p> <p>Bidder's response vide letter no. 0089 dated 22.03.2018</p> <p>Jaipur Metro Rail Corporation agrees to this deviation as per discussions held during negotiations. However we request your formal confirmation of the same.</p>	JMRC confirms the deviation as has already been discussed and agreed during pre-bid query reply by JMRC. Sr. No. 44 of Pre-bid query reply (LOT-1) dated 21.08.2017
7	GCC Clause 40	Clause 40 :Extension of Time for Completion	<p>Bidder's original submission dated 04.10.2017</p> <p>Clause 40 should have an additional sub-clause (h) Delay caused by Authorities. Certain approvals may be delayed by approving authorities and contractor should be provided appropriate extension.</p> <p>Bidder's response vide letter no. 0089 dated 22.03.2018</p> <p>JMRC confirmed that the Extension of Time (EOT) will be provided for all delays not attributable to contractor.</p>	JMRC confirms that Extension of Time (EOT) will be provided for all delays not attributable to contractor as covered under SCC clause 35.

S/No	Clause No.	Details of Deviations	Bidder's Submission	JMRC's Recommendation / Requirements
8	GCC & SCC 8.2	Time for Completion	<p>Bidder's original submission dated 04.10.2017</p> <p>For any delay in providing access to Site by the Employer / reason not attributed to contractor , affected Key Date shall be commensurately extended.</p> <p>For the extended period of the Key Date on account of delay in access of site, Contractor shall be entitled for price escalation and monetary compensation for idle labour/employees and any other additional proven costs and risks associated therewith.</p> <p>This is fair and reasonable and based on international practice.</p> <p>Bidder's response vide letter no. 0089 dated 22.03.2018</p> <p>JMRC confirmed that the Extension of Time (EOT) will be provided for all delays not attributable to contractor. Alstom insisted on price escalation for delays on the basis of past experiences where in ALSTOM had to incur additional cost for idling of labour and employees due to delays in project. However taking into consideration our past association with JMRC and our commitment to be a part of JMRC project , we withdraw this deviation.</p>	<p>Bidder has withdrawn the deviation unconditionally vide letter no. 0089 dated 22.03.2018</p>
9	GCC 8	Time for Completion	<p>Bidder's original submission dated 04.10.2017</p> <p>We request JMRC to also add the following Clause: For extension of Key dates on account of delay by the Employer or the Engineer to give necessary notice to commence the Works, or to provide necessary drawings or instructions or clarifications, or for other reasons not attributable to Contractor, the Contractor shall be entitled for monetary compensation for price escalation and monetary compensation for idle labour / employees is and any other additional proven costs and risks associated therewith.</p> <p>This is fair and reasonable and based on international practice.</p> <p>Bidder's response vide letter no. 0089 dated 22.03.2018</p> <p>JMRC confirmed that the Extension of Time (EOT) will be provided for all delays not attributable to contractor. Alstom insisted on price escalation for delays on the basis of past experiences where in ALSTOM had to incur additional cost for idling of labour and employees due to delays in project. However taking into consideration our past association with JMRC and our commitment to be a part of JMRC project , we withdraw this deviation.</p>	<p>Bidder has withdrawn the deviation unconditionally vide letter no. 0089 dated 22.03.2018</p>
10	GCC & SCC 34.3	Insurance	<p>Bidder's original submission dated 04.10.2017</p> <p>We at Alstom have taken global insurance for all project under execution by Alstom. Under this global insurance policy, Jaipur metro signalling project will also be insured. As per global policy term we shall issue the insurance certificates and not the policy document.</p> <p>Bidder's response vide letter no. 0089 dated 22.03.2018</p> <p>We confirm that through our global insurance policy we will be able to meet the contractual requirements of insurance. Additionally this shall be in accordance with the insurance policy submitted for your contract NCB No. JP/EW/1B/E2 of Phase -1B awarded to Alstom on 01.02.2018.</p>	<p>JMRC agrees to bidder's deviation of submission of global insurance policy meeting all the contractual requirements of insurance.</p> <p>Additionally this shall be in accordance with the insurance policy submitted earlier for contract NCB No. JP/EW/1B/E2 of Phase -1B awarded to Alstom on 01.02.2018.</p>
11	PS-11.2.10.5	Removal of Penalties in DLP period	<p>Bidder's original submission dated 04.10.2017</p> <p>We request JMRC to keep the MTTR conditions as implemented in Ph-1A.</p> <p>Bidder's response vide letter no. 0089 dated 22.03.2018</p> <p>We offer a reduction of Rs 7,00,289/- (Rupees Seven Lakhs two hundred and eighty nine) for removal of the penalties in DLP period.</p>	<p>JMRC agrees to keep the MTTR conditions as implemented in Ph-1A. Further JMRC agrees for withdrawal of the DLP period penalties clause 11.2.10.5 of PS Ch. 11, against priced discount offered by the bidder.</p>

S/No	Clause No.	Details of Deviations	Bidder's Submission	JMRC's Recommendation / Requirements
12		Descope/Removal of Items as agreed during Negotiation Meeting	<p>Bidder's response vide letter no. 0089 dated 22.03.2018</p> <ol style="list-style-type: none"> 1 ATS HP Z440 Workstation (Type 1) Monitor HP Z24i 24-inch 2. Eurobalise (32 Euroballise + MTIB (2RB)) 3. 1 Printer 4. Furniture 5 HDPE 6. Installation works for the above <p>Total reduction of INR 60,75,986 (Rupees Sixty lakhs seventy five thousand nine hundred and eighty six only). Pricing Document will be updated and submitted upon agreement from JMRC.</p> <p>Bidder's response vide letter no. 0091 dated 03.05.2018</p> <p>Agreed. We will de-scope SOM (Schedule-G - Item 4) and Special tools (Schedule-G – Item 2) on account of which there is a further price reduction of Rs 23,22,442/-. From our last offer dated 22.03.2018. Please note that price reduction on account of rationalizing in "Any other items" has been considered in our Best and Final Offer dt 22.03.2018</p> <p>Bidder's response vide letter no. 0092 dated 16.05.2018</p> <p>In referene to JMRC letter no. 285 dated 15.05.2018, regarding the price reduction S. No. 15 in our letter dated 03.05.2018 "De-scoped/Reduced item as agreed during negotiation. We had offered a price reduction of Rs. 23,22,442/- for de-scoping of "Supervision of Maintenance") and all "Special Tools".</p> <p>However we now understand that JMRC would not like to de-scope all of "Special Tools" but only four items under the special tools (ATIL email dated 28.03.2018 and JMRC email dated 26.03.2018). In light of this now the price reduction for de-scoping of Well Equipped tool kit, Torque Wrench, Meggaring Tool and Earthing Measuring Tool would be Rs. 7,26,550/- (Rupes Nineteen lakh twenty six thousand five hundred and fifty). Please note that this reduction now supersedes our previous reduction offered in our previous letter dated 03.05.2018. We would also like to bring to your notice that this offer is valid until 31st May 2018.</p>	<p>JMRC agrees for descoping offered vide letter no. 0089 dated 22.03.2018 and letter no. 0091 dated 03.05.2018 of :</p> <ol style="list-style-type: none"> 1. 1 no ATS HP Z440 Workstation (Type 1) Monitor HP Z24i 24-inch 2. Eurobalise (32 Euroballise + MTIB (2RB)) 3. 1 Printer 4. Furniture 5 HDPE 6. Installation works for the above 7. SOM (Schedule No. G Item No. 4). 8. Special tools (Schedule-G – Item 2). <p>Accordingly bidder to submit updated pricing document as per bid conditions before signing of Contract Agreement.</p>



(Ashwani Saxena)
Director (Project)

Jaipur Metro Rail Corporation Limited